City Clerk Document No. _____

City Council Meeting Date: November 10, 2022

AGREEMENT BETWEEN THE CITY OF CHANDLER AND RELIASTAR LIFE INSURANCE COMPANY FOR BASIC AND VOLUNTARY LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and ReliaStar Life Insurance Company, a Minnesota corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS:

WHEREAS, City proposes to enter an agreement for basic and voluntary life and accidental death and dismemberment insurance; and

WHEREAS, City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this comprehensive Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

I. DESCRIPTION OF PRODUCTS AND SERVICES

A. Pursuant to the terms of this Agreement, Contractor shall provide Basic and Voluntary Life insurance and Accidental Death and Dismemberment (AD&D) insurance coverage for City active employees, retirees, and other eligible groups, and other benefit enhancements in accordance with and as more fully described in Contract Document 3, Exhibit A, Scope of Services and Minimum Requirements, to the City of Chandler Services Agreement No. HR2-948-4465, including all subparts, attached hereto and incorporated by reference as if fully set forth herein.

B. Contractor shall provide benefits to covered individuals in accordance with the policy limits set forth in the Plan Documents, Summary Plan Description, or Insured Certificate effective on January 1, 2023, at 12:01 a.m.

C. Contractor agrees it shall cover all benefits from the effective date of the Agreement such that no employee or dependent currently insured will suffer a loss of coverage by virtue of the change in Agreement other than by a change in plan design specified by the City.

D. Term of Agreement: The initial term of the Agreement is two years, and begins on January 1, 2023, and ends on December 31, 2024, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to three additional terms of two years each, or portions thereof.

E. Contractor certifies it is licensed by the State of Arizona to provide the work to be performed under this Agreement, if the State of Arizona requires such a license.

II. CONTRACT DOCUMENTS

A. The entire agreement between the City and Contractor consists of the following Contract Documents, which are attached, incorporated herein by reference, and set forth in descending order of precedence as follows:

1. This Agreement
2. Insurance Policy Documents
   - 2.A. Group Life Insurance Plan for City Employees and Retirees
     - * *An updated Group Life Insurance Plan for Employees and Retirees reflecting eligibility requirements consistent with City requirements agreed to by the Contractor during the RFP process will replace and supersede the current document upon filing with the Arizona Department of Insurance and Financial Institutions and is incorporated by reference into this Agreement as if fully set forth herein.*
   - 2.B. Administrative Exception Agreement
3. City of Chandler Services Agreement No. HR2-948-4465 with Exhibits A-D
   a. Exhibit A – Scope of Services and Minimum Requirements, including:
      - 3.a.1. Exhibit A 1 – City of Chandler Best and Final Offer
      - 3.a.2. Exhibit A 2 – City of Chandler Clarification
      - 3.a.3. Exhibit A 3 – Minimum Contractual Requirements Questionnaire

   b. Exhibit B - Compensation and Fees, City of Chandler Best and Final Offer
   c. Exhibit C – Insurance Requirements
4. Protected Health Information Confidentiality Agreement

B. Precedence: Any conflict between and among the terms and conditions of the above-listed Contract Documents, or any ambiguity created thereby, shall be resolved in accordance with the order of precedence.

C. No supplement, modification, or amendment of any term of this Agreement, or any Contract Document incorporated herein, will be deemed binding or effective unless in writing and signed by the Parties.

III. GENERAL TERMS AND CONDITIONS

A. This Agreement sets forth the terms and conditions under which Contractor shall provide Basic Life insurance, AD&D Insurance, optional life insurance, and continuing life insurance and AD&D insurance as set forth in the Contract Documents.

B. This Agreement shall commence January 1, 2023, when Contractor is notified to proceed with agreed services.

C. Contractor agrees that initial rates shall be guaranteed at a minimum for three (3) years effective January 1, 2023.

IV. PAYMENT

In consideration of Contractor's performance as set forth in the Contract Documents and in accordance with the City's direction, the City agrees to pay Contractor as set forth in Contract Document 3, City of Chandler Services Agreement No. HR2-948-4465 and Exhibit B, Compensation and Fees, attached hereto and incorporated by reference as if fully set forth herein.

V. TERMINATION

The City and Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion, to terminate the service provided in this Agreement by Contractor.

A. The Agreement may be terminated by City at any time (as of any premium date) by providing Contractor with thirty (30) days' prior written notice, subject to requirements for written notification to the insureds (if the coverage is not being replaced), as set forth in Contract Document No.3.

B. The Contractor shall receive, as compensation in full for services performed to date of such termination, a fee for the services performed up to the date of termination. The City shall make this final payment within sixty (60) days after the date of termination.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the Effective Date. This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Krista Sorrow
Its: Mayor	Its: Vice President

APPROVED AS TO FORM:

By: _____
City Attorney RGL

ATTEST:

By: _____
City Clerk

CONTRACT DOCUMENT 2.A.

An updated Group Life Insurance Plan for Employees and Retirees reflecting eligibility requirements consistent with City requirements agreed to by the Contractor during the RFP process will replace and supersede the current document upon filing with the Arizona Department of Insurance and Financial Institutions and is incorporated by reference into this Agreement as if fully set forth herein.

YOUR GROUP TERM LIFE INSURANCE PLAN

For Employees of
City of Chandler

D3685 (01/23)

GROUP TERM LIFE INSURANCE CERTIFICATE

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

Claims: 888-238-4840 Customer Service: 800-955-7736 http://voya.com

POLICYHOLDER:	City of Chandler
GROUP POLICY NUMBER:	67475-3GAT2
POLICY EFFECTIVE DATE:	June 1, 2018
POLICY ANNIVERSARY DATE:	January 1
GOVERNING JURISDICTION:	Arizona

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

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

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

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

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

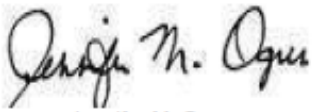
GROUP TERM LIFE INSURANCE

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

Premiums for Basic Life Insurance are Noncontributory by insured Employees. Premiums for Supplemental Life Insurance are Contributory by insured Employees.

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

Carolyn M. Johnson
President



Jennifer M. Ogren
Secretary

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Policyholder's Contact Information:
City of Chandler, 249 East Chicago Street, Chandler, Arizona 85225

Arizona Insurance Department Phone Number: (602) 364-2499

SCHEDULE OF BENEFITS

EMPLOYER(S): City of Chandler

GROUP POLICY NUMBER: 67475-3GAT2

ELIGIBLE CLASS(ES)

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

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

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

MINIMUM HOURS REQUIREMENT

All Eligible Employees: 20 hours per week.

All Eligible Retirees: None.

ELIGIBILITY WAITING PERIOD

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

Persons entering an eligible class after the Policy effective date: None

All Eligible Employees: To be eligible for coverage, you must have satisfied the City of Chandler's eligibility rules.

All Eligible Retirees: None.

REHIRE

If your employment with the Employer ends and you are rehired within 30 days, your previous Active Employment while in an eligible class will apply toward the Eligibility Waiting Period. All other Policy and Certificate provisions apply.

WAIVER OF ELIGIBILITY WAITING PERIOD

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

CREDIT FOR PRIOR SERVICE

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

BASIC LIFE INSURANCE

Basic Life Insurance is Noncontributory by Employees.

Eligible Class(es)	Amount
Classes 1 & 2: All Eligible City Managers, Clerks and Magistrates	1.5 times Basic Yearly Earnings, minimum of $50,000
Class 3: All Eligible City Council Members	$50,000

Class 4: All Other Eligible Regular Employees	1 times Basic Yearly Earnings, minimum of $50,000
Class 5: All Eligible Retirees	50% of the amount of coverage in-force prior to retirement date, not to exceed $50,000

Your Basic Yearly Earnings are rounded to the next higher $1,000.

MAXIMUM AMOUNT OF BASIC LIFE INSURANCE FOR CLASSES 1 & 2: ALL ELIGIBLE CITY MANAGERS, CLERKS AND MAGISTRATES
$400,000 or 1.5 times Basic Yearly Earnings, whichever is less

MAXIMUM AMOUNT OF BASIC LIFE INSURANCE FOR CLASS 3: ALL ELIGIBLE CITY COUNCIL MEMBERS
$50,000

MAXIMUM AMOUNT OF BASIC LIFE INSURANCE FOR CLASS 4: ALL OTHER ELIGIBLE EMPLOYEES
$200,000 or 1 times Basic Yearly Earnings, whichever is less

MAXIMUM AMOUNT OF BASIC LIFE INSURANCE FOR CLASS 5: ALL ELIGIBLE RETIREES
$50,000

SUPPLEMENTAL LIFE INSURANCE
Supplemental Life Insurance is Contributory by Employees.

Eligible Class(es)	Amount
All Eligible Employees	Choice of $10,000 to $500,000 in $10,000 increments

Benefit amounts are not rounded.

MAXIMUM AMOUNT OF SUPPLEMENTAL LIFE INSURANCE FOR ALL ELIGIBLE EMPLOYEES
$500,000, not to exceed 5 times Basic Yearly Earnings

BENEFIT REDUCTIONS FOR ALL ELIGIBLE EMPLOYEES
Your insurance amount will decrease as follows:

- To 65% of the original amount on your 70th birthday.
- To 50% of the original amount on your 75th birthday.

Reduced insurance amounts are not rounded.

Retiree coverage does not reduce.

DEFINITIONS

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

Your work site must be one of the following:

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

Normal vacation is considered Active Employment.
Temporary and seasonal workers are excluded from coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL PROVISIONS

ELIGIBILITY

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

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

ENROLLMENT

If you are eligible for Contributory coverage, you must enroll for any Contributory coverage before it will become effective. We or the Employer will provide you with the forms or information needed to complete your enrollment. You may need to provide Evidence of Insurability, as described below.

No enrollment is required if the Policy replaces a group policy issued by us or by another insurance company, and you were covered under the prior policy on the day before that policy was replaced by our Policy. The amount of Contributory coverage that becomes effective on our Policy effective date will be at the same level as under the prior policy, subject to the terms of our Policy including any maximum coverage amounts under our Policy.

EVIDENCE OF INSURABILITY

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

Basic Life Insurance	Evidence Required
Coverage on the Policy effective date continued from the Employer's prior Policy…	Any amount exceeding the lesser of the most recent coverage from the Employer's prior Policy or the plan maximum
Initial eligibility under the Employer's plan for basic coverage on or after the Policy effective date…	Evidence is not required for any amount less than or equal to the plan maximum

Supplemental Life Insurance	Evidence Required
Coverage on the policy effective date continued from the Employer's prior Policy…	Any amount exceeding the lesser of the most recent coverage from the Employer's prior Policy or the plan maximum
Enrollment for supplemental coverage on the Policy effective date, for employees who had supplemental coverage under the Employer's prior Policy…	All increased amounts
Enrollment for supplemental coverage on the Policy effective date, for employees who had no supplemental coverage under the Employer's prior Policy…	All amounts
Initial eligibility under the Employer's plan for supplemental coverage on or after the Policy effective date…	Any amount exceeding $200,000 or 5 times your basic yearly earnings, whichever is less

Enrollment at a scheduled annual enrollment period after the Policy effective date for an increase to existing supplemental coverage…	Any increased amount exceeding $30,000 or 3 plan increments, whichever is less. Any total Supplemental Life insurance exceeding $200,000
Enrollment at a scheduled annual enrollment period after the Policy effective date for initial supplemental coverage…	All amounts
Any new or increased supplemental coverage not described above, including enrollments more than 31 days after initial eligibility…	All increased amounts

EFFECTIVE DATE OF COVERAGE

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

For Contributory 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 enroll for coverage on or before that date.
- The date you enroll for coverage.
- The date we approve your Evidence of Insurability, if Evidence of Insurability is required.
- 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 Contributory coverage will take effect on the latest of the following:

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

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

CHANGE OF INSURANCE CARRIERS

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

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

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

- Your coverage is being continued under a waiver of premium (or any similar) provision of the prior policy.
- Your coverage is being continued under a continuation or portability provision of the prior policy.
- You converted or were eligible to convert your coverage with the prior insurance carrier.

- You are not in Active Employment due to reasons other than sickness, injury or an Employer-approved non-medical leave of absence.

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

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

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

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

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

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

TERMINATION OF COVERAGE

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

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

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

CONVERSION

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

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

Only life insurance is eligible for conversion. The maximum amount of life insurance you are eligible to convert cannot be greater than the amount of life insurance you had prior to termination. Conversion does not include any additional

benefits such as accelerated death benefits, accidental death and dismemberment benefits, or waiver of premium benefits. Any amounts of coverage for which you remain eligible under the Policy are not eligible for conversion.

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

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

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

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

INCONTESTABILITY

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

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

CLERICAL ERROR

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

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

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

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

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

MISSTATEMENT OF AGE

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

ASSIGNMENT

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

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

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

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

BENEFICIARY

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

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

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

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

AGENCY

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

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

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

ENTIRE CONTRACT

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

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

CHANGES TO POLICY OR CERTIFICATE

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

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

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

LIFE INSURANCE BENEFITS

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

NOTICE OF CLAIM AND PROOF OF LOSS

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

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

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

AUTOPSY

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

PAYMENT OF PROCEEDS

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

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

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

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

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

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

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

PAYMENT OF INTEREST

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

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

- The date we receive due proof of loss following death.
- The date we receive sufficient information to determine our liability, the extent of our liability, and the appropriate payee legally entitled to the proceeds.
- The date that legal impediments to payment of proceeds that depend on the action of parties other than us are resolved and sufficient evidence of this resolution is provided to us. Legal impediments to payment include but are

not limited to: the establishment of guardianships and conservatorships; the appointment and qualification of trustees, executors and administrators; and the submission of information required to satisfy state or federal reporting requirements.

LEGAL ACTION

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

EXCLUSIONS AND LIMITATIONS

For Noncontributory Life Insurance, we pay a death benefit for all causes of death.

For Contributory Life Insurance, if you commit suicide while sane or insane within two years of the date your insurance starts, we will refund to the Beneficiary any Premiums paid instead of paying a death benefit. The two year period includes the period you were continuously covered under the Policy and any previous group term life policy(ies) issued to the Policyholder during your lifetime.

If you commit suicide while sane or insane within two years from the date an increase in Contributory Life Insurance (other than a scheduled or automatic increase) became effective, we will pay a death benefit for the amount of insurance that was effective before the increase. We will refund to the Beneficiary any Premiums paid for the increased amount of insurance.

SPOUSE LIFE INSURANCE RIDER

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Chandler

GROUP POLICY NUMBER: 67475-3GAT2

Applicable only to Classes 1, 2, 3 and 4.

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

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SCHEDULE OF BENEFITS

BASIC SPOUSE LIFE INSURANCE

Basic Spouse Life Insurance is Noncontributory by Employees.

Eligible Class(es)	Amount
Spouse	$1,000

MAXIMUM AMOUNT OF BASIC SPOUSE LIFE INSURANCE

$1,000

SUPPLEMENTAL SPOUSE LIFE INSURANCE

Supplemental Spouse Life Insurance is Contributory by Employees.

Eligible Class(es)	Amount
Spouse	Choice of $5,000 to $250,000 in $5,000 increments

MAXIMUM AMOUNT OF SUPPLEMENTAL SPOUSE LIFE INSURANCE

$250,000

BENEFIT REDUCTIONS

The Spouse insurance amount will decrease as follows:

- To 65% of the original amount on your spouse's 70th birthday.
- To 50% of the original amount on your spouse's 75th birthday.

Reduced insurance amounts are not rounded.

DEFINITIONS

Evidence of Insurability means your Spouse's affirmation, on a form acceptable to us, of various factors that we will use to determine if your Spouse's coverage is approved. Those factors may include, but are not limited to, your

Spouse's medical history and treatment, driving record, and/or family medical history. If we need more information, any costs will be at our expense.

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

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

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

GENERAL PROVISIONS

ELIGIBILITY

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

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

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

ENROLLMENT

If you have a Spouse eligible for coverage, you must enroll your Spouse for any Contributory coverage before the coverage will become effective. We or the Employer will provide you with the forms or information needed to complete your enrollment.

No enrollment is required if the Policy replaces a group policy issued by us or by another insurance company, and your Spouse was covered under the prior policy on the day before that policy was replaced by our Policy. The amount of Contributory coverage for your Spouse that becomes effective on our Policy effective date will be at the same level as under the prior policy, subject to the terms of our Policy including any maximum coverage amounts under our Policy.

You may need to provide Evidence of Insurability on your Spouse, as described below.

EVIDENCE OF INSURABILITY

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

Supplemental Spouse Life Insurance	Evidence Required
Coverage on the policy effective date continued from the Employer's prior Policy…	Any amount exceeding the lesser of the most recent coverage from the Employer's prior Policy or the plan maximum

Enrollment for supplemental spouse coverage on the Policy effective date, for employees who had supplemental spouse coverage under the Employer's prior Policy…	All increased amounts
Enrollment for supplemental spouse coverage on the Policy effective date, for employees who had no supplemental spouse coverage under the Employer's prior Policy…	All amounts
Initial eligibility under the Employer's plan for supplemental spouse coverage on or after the Policy effective date…	Any amount exceeding $100,000
Enrollment at a scheduled annual enrollment period after the Policy effective date for an increase to existing supplemental spouse coverage…	Any increased amount exceeding $15,000 or 3 plan increments, whichever is less.. Any total Supplemental Spouse Life Insurance exceeding $100,000
Enrollment at a scheduled annual enrollment period after the Policy effective date for initial supplemental spouse coverage…	All amounts
Any new or increased supplemental spouse coverage not described above, including enrollments more than 31 days after initial eligibility…	All increased amounts

EFFECTIVE DATE OF COVERAGE

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

For Contributory coverage, 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 enroll for Spouse coverage on or before that date.
- The date you enroll for Spouse coverage.
- The date we approve your Spouse's Evidence of Insurability, if Evidence of Insurability is required.
- 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.
- The date your Spouse is no longer hospitalized, or confined at home under a doctor's care, or receiving or applying to receive disability benefits from any source, if any of these conditions are true on the date your Spouse's coverage would otherwise become effective.

EFFECTIVE DATE OF CHANGES TO COVERAGE

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

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

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

CHANGE OF INSURANCE CARRIERS

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

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

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

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

SPOUSE ACTIVE MILITARY DUTY

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

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

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

SPOUSE CHANGE OF LEGAL RESIDENCE

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

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

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

TERMINATION OF COVERAGE

This rider terminates on the earliest of the following:

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

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

CONVERSION

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

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

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

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

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

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

INCONTESTABILITY

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

not use such statement to contest an increase or benefit addition to such insurance, after the increase or benefit has been in force for two years during your Spouse's lifetime. Fraud in the procurement of coverage under the Policy is only contestable after the coverage has been in force for two years from its effective date when permitted by applicable law in the governing jurisdiction.

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

MISSTATEMENT OF AGE

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

BENEFICIARY

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

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

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

LIFE INSURANCE BENEFITS

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

NOTICE OF CLAIM AND PROOF OF LOSS

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

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

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

PAYMENT OF PROCEEDS

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

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

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

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

PAYMENT OF INTEREST

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

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

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

EXCLUSIONS AND LIMITATIONS

For Basic Spouse Life Insurance, we pay a death benefit for all causes of death.

For Supplemental Spouse Life Insurance, if your Spouse commits suicide while sane or insane within two years of the date Spouse insurance starts, we will refund to the Beneficiary any Premiums paid instead of paying a death benefit. The two year period includes the period your Spouse was continuously covered under this rider and any previous group term life policy issued to the Policyholder during your Spouse's lifetime.

If your Spouse commits suicide while sane or insane within two years from the date an increase in Supplemental Spouse Life Insurance (other than a scheduled or automatic increase) became effective, we will pay a death benefit for the amount of insurance that was effective before the increase. We will refund to the Beneficiary any Premiums paid for the increased amount of insurance.

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

Carolyn M. Johnson
President

Jennifer M. Ogren
Secretary

CHILDREN'S LIFE INSURANCE RIDER
RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Chandler

GROUP POLICY NUMBER: 67475-3GAT2

Applicable only to Classes 1, 2, 3 and 4.

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

CONTENTS

SCHEDULE OF BENEFITS

BASIC CHILDREN'S LIFE INSURANCE

Basic Children's Life Insurance is Noncontributory by Employees.

Eligible Class(es)	Amount
Children from birth but less than 26 years of age	$1,000

MAXIMUM AMOUNT OF BASIC CHILDREN'S LIFE INSURANCE

$1,000

SUPPLEMENTAL CHILDREN'S LIFE INSURANCE

Supplemental Children's Life Insurance is Contributory by Employees.

Eligible Class(es)	Amount
Children from birth but less than 26 years of age	$10,000

MAXIMUM AMOUNT OF SUPPLEMENTAL CHILDREN'S LIFE INSURANCE

$10,000

DEFINITIONS

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

- Your natural or adopted child (including a child placed for adoption).
- Your stepchild.
- A child of your domestic partner or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction.
- A child of your domestic partner as defined by the Employer if you have completed and Signed an affidavit of domestic partnership on a form acceptable to the Employer.

The child must also meet all of the following conditions:

- Be unmarried or not in a domestic partnership or civil union that is recognized as equivalent to marriage in the state with governing jurisdiction.
- Not be on full-time active duty in the armed forces of any country or subdivision thereof.
- Legally reside in the United States or its territories or possessions.
- Not be insured under the Policy as an Employee or Spouse.
- Not be insured by an individual policy that was issued under any conversion right of this rider.

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. If the Child becomes capable of self-sustaining employment and proof of the Child's incapacity can no longer be furnished to us, you may convert your Child's life insurance to an individual life insurance policy as described in the CONVERSION provision of this rider.

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

GENERAL PROVISIONS

ELIGIBILITY

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

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

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

ENROLLMENT

If you have a Child eligible for coverage, you must enroll all Children for any Contributory coverage before the coverage will become effective. We or the Employer will provide you with the forms or information needed to complete your enrollment.

No enrollment is required if the Policy replaces a group policy issued by us or by another insurance company, and your Children were covered under the prior policy on the day before that policy was replaced by our Policy. The amount of Contributory coverage for your Children that becomes effective on our Policy effective date will be at the same level as under the prior policy, subject to the terms of our Policy including any maximum coverage amounts under our Policy.

You may need to provide Evidence of Insurability on your Children, as described below.

EVIDENCE OF INSURABILITY

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

Supplemental Child Life Insurance	Evidence Required
Coverage on the policy effective date continued from the Employer's prior Policy…	Any amount exceeding the lesser of the most recent coverage from the Employer's prior Policy or the plan maximum
Enrollment for supplemental children's coverage on the Policy effective date, for employees who had supplemental children's coverage under the Employer's prior Policy…	All increased amounts
Enrollment for supplemental children's coverage on the Policy effective date, for employees who had no supplemental children's coverage under the Employer's prior Policy…	All amounts
Initial eligibility under the Employer's plan for supplemental children's coverage on or after the Policy effective date…	Evidence is not required for any amount less than or equal to the plan maximum
Any new or increased supplemental children's coverage not described above, including enrollments more than 31 days after initial eligibility…	All increased amounts

EFFECTIVE DATE OF COVERAGE

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

For Contributory coverage, 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 enroll for Children's coverage on or before that date.
- The date you enroll for Children's coverage.
- The date we approve each Child's Evidence of Insurability, if Evidence of Insurability is required.
- 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.
- The date your Child is no longer hospitalized, or confined at home under a doctor's care, or receiving or applying to receive disability benefits from any source, if any of these conditions are true on the date that Child's coverage would otherwise become effective.

CHANGE OF INSURANCE CARRIERS

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

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

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

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

TERMINATION OF COVERAGE

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

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

This rider terminates on the earliest of the following:

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

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

CONVERSION

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

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

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

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

Application for conversion may be for the entire amount of Children's life insurance that is terminating under this rider, or a lesser amount. The maximum amount of Children's life insurance coverage eligible for conversion will be reduced by any amount of Children's life insurance for which you become eligible under any group policy within 31 days after

the beginning of the conversion period. Premiums for the conversion policy will be based on our rates then in use, the form and amount of insurance, your Child's class of risk, and your Child's attained age at the beginning of the conversion period. The conversion policy may be any individual life insurance policy then customarily offered by us for conversion, other than term insurance. The conversion policy will not include any additional benefits. When we accept the application and first premium, the conversion policy will become effective on the 32nd day after the date the life insurance under the Policy terminated.

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

INCONTESTABILITY

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

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

BENEFICIARY

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

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

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

LIFE INSURANCE BENEFITS

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

NOTICE OF CLAIM AND PROOF OF LOSS

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

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

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

PAYMENT OF PROCEEDS

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

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

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

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

PAYMENT OF INTEREST

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

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

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

EXCLUSIONS AND LIMITATIONS

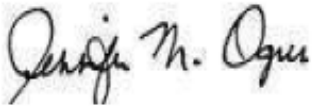
For Basic Children's Life Insurance, we pay a death benefit for all causes of death.

For Supplemental Children's Life Insurance, if your Child commits suicide while sane or insane within two years of the date that Child's insurance starts, we will refund to the Beneficiary any Premiums paid instead of paying a death benefit. The two year period includes the period your Child was continuously covered under this rider and any previous group term life policy issued to the Policyholder during your Child's lifetime.

If your Child commits suicide while sane or insane within two years from the date an increase in Supplemental Children's Life Insurance (other than a scheduled or automatic increase) became effective, we will pay a death benefit for the amount of insurance that was effective before the increase. We will refund to the Beneficiary any Premiums paid for the increased amount of insurance.

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

Carolyn M. Johnson
President



Jennifer M. Ogren
Secretary

WAIVER OF PREMIUM RIDER

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Chandler

GROUP POLICY NUMBER: 67475-3GAT2

Applicable only to Classes 1, 2, 3 and 4.

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

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DEFINITIONS

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

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

GENERAL PROVISIONS

ELIGIBILITY FOR RIDER

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

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

EFFECTIVE DATE OF RIDER

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

TERMINATION OF RIDER

This rider terminates on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.

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

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

TERMINATION OF COVERAGE

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

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

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

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

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

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

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

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

WAIVER OF PREMIUM BENEFIT

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

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

- Employee life insurance.
- the Accelerated Death Benefit Rider.

Continued life insurance does not include:

- the Spouse Life Insurance Rider.
- the Children's Life Insurance Rider.
- the AD&D Rider.
- the Portability Rider.
- any continuation rider(s).

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

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

CONDITIONS FOR WAIVER OF PREMIUM

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

- Total Disability begins before your 60th birthday.
- You are covered under this rider on the date your Total Disability begins.

- All Premiums due for life insurance and this rider are paid to us through the date we approve your claim for waiver of Premium or the date the continuation period under any rider ends, whichever is earlier. Premiums due are payable by the Policyholder or you as applicable.
- You provide notice of claim and proof of Total Disability to us as described below.

NOTICE OF CLAIM AND PROOF OF TOTAL DISABILITY

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

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

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

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

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

EFFECTIVE DATE OF WAIVER OF PREMIUM

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

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

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

If you converted life insurance due to your termination of Active Employment and then a claim under this rider is approved, the conversion policy must be surrendered without claim. We will cancel the conversion policy as of the date of issue and refund any premiums paid. We will retain any beneficiary designation you made under your conversion policy as the Beneficiary under the group Policy, unless you change the Beneficiary as described under the BENEFICIARY provision in the Certificate. If the conversion policy is not surrendered without claim, then Premiums will not be waived under this rider. The same coverage(s) that would otherwise end due to your termination of Active Employment may not be both continued under this rider and converted.

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

TERMINATION OF WAIVER OF PREMIUM

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

- The date you are no longer Totally Disabled.

- The date you do not give us proof of Total Disability as requested.
- Your 65th birthday.

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

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

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

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

CONVERSION AFTER TERMINATION OF WAIVER OF PREMIUM

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

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

Carolyn M. Johnson
President

Jennifer M. Ogren
Secretary

ACCELERATED DEATH BENEFIT RIDER

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Chandler

GROUP POLICY NUMBER: 67475-3GAT2

Applicable only to Classes 1, 2, 3 and 4.

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

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

CONTENTS

SCHEDULE OF BENEFITS

Accelerated Death Benefit

You:	75% of the amount of Basic and Supplemental Life Insurance in force, or $500,000, whichever is less.
Your Spouse:	50% of the amount of Supplemental Spouse Life Insurance in force, or $250,000, whichever is less.
Your Children:	50% of the amount of Supplemental Children Life Insurance in force.

The Covered Person must have at least $5,000 of life insurance coverage in force.

Your Spouse must have at least $5,000 of life insurance coverage in force.

Your Children must have at least $1,000 of life insurance coverage in force.

DEFINITIONS

Covered Person means:

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

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

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

Qualifying Event means either of the following:

- Terminal Illness.
- A medical condition that is reasonably expected to require continuous confinement in an Institution and the Covered Person is expected to remain there for the rest of his or her life.

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

GENERAL PROVISIONS

ELIGIBILITY FOR RIDER

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

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

EFFECTIVE DATE OF RIDER

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

TERMINATION OF RIDER

This rider terminates on the earliest of the following:

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

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

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

CONVERSION

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

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

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

ACCELERATED DEATH BENEFIT

Accelerated death benefit proceeds is the amount we pay to you, while a Covered Person is living, if the Covered Person has a Qualifying Event. The accelerated death benefit proceeds are paid only once per Covered Person. This payout is the only settlement option available prior to a Covered Person's death.

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

CONDITIONS FOR THE ACCELERATED DEATH BENEFIT

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

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

NOTICE OF CLAIM AND PROOF OF LOSS

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

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

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

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

BENEFIT PAYMENT

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

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

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

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

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

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

EFFECTS ON COVERAGE

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

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

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

Carolyn M. Johnson
President

Jennifer M. Ogren
Secretary

CONTINUATION OF INSURANCE RIDER

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Chandler

GROUP POLICY NUMBER: 67475-3GAT2

Applicable only to Classes 1, 2, 3 and 4.

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

CONTENTS

DEFINITIONS

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

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

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

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

GENERAL PROVISIONS

ELIGIBILITY FOR RIDER

If you are covered under the Policy, then you are eligible for this rider on the latest of the following:
- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your life insurance coverage effective date.

EFFECTIVE DATE OF RIDER

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

CHANGE OF INSURANCE CARRIERS

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

TERMINATION OF RIDER

This rider terminates on the earliest of the following:

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

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

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

CONTINUATION OF INSURANCE

If you stop Active Employment due to:

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

then life 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.

FAMILY AND MEDICAL LEAVE

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

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

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

MILITARY LEAVE

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

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

TEMPORARY LAYOFF

If you stop Active Employment due to a Temporary Layoff, then life insurance coverage for all Covered Persons may be continued until the date which is 3 months after the date you stopped Active Employment.

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

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 as an Active Employee.
- The date of your death.
- The date you become covered under another group life insurance policy as an employee or member.
- The date Premiums are waived under the Waiver of Premium Rider.
- The date the Policy terminates.
- The date coverage for all Active Employees under the Policy terminates.

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

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

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

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

CONVERSION FOLLOWING TERMINATION OF CONTINUATION

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

RETURN TO ACTIVE EMPLOYMENT

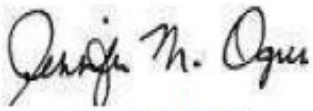
If coverage is not continued during an FMLA or State FML Leave of Absence, and you return to Active Employment immediately following the end of the FMLA or State FML Leave of Absence and while coverage is in force for Active Employees under the Policy, then coverage for all Covered Persons may be reinstated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

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

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

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

Carolyn M. Johnson
President



Jennifer M. Ogren
Secretary

PORTABILITY RIDER

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Chandler

GROUP POLICY NUMBER: 67475-3GAT2

Applicable only to Classes 1, 2, 3 and 4.

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

CONTENTS

DEFINITIONS

Covered Person means:

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

GENERAL PROVISIONS

ELIGIBILITY FOR RIDER

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

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

EFFECTIVE DATE OF RIDER

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

TERMINATION OF RIDER

This rider terminates on the earliest of the following:

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

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

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with

Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

PORTABILITY

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

EMPLOYEE PORTABILITY

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

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

CONDITIONS FOR EMPLOYEE PORTABILITY

All of the following conditions must be met:

- You must apply for a minimum of $5,000 in continued Employee coverage.
- If you apply for portability of Spouse coverage, you must apply for a minimum of $5,000 in continued Spouse coverage.
- If you apply for portability of Children's coverage, you must apply for a minimum of $1,000 in continued Children's coverage.
- You have not applied for conversion of life insurance on the same amounts.
- You apply for portability before the date you attain age 69.
- You apply for portability within 31 days of the date your Supplemental life insurance 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 Active Employees.
  - The Policyholder terminates coverage under the Policy for all Active Employees, and does not replace it with another life insurance plan.
  - You are no longer in an eligible class for coverage under the Policy.
  - Any other continuation provided under the Policy ends.

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

Portability is not available for any of the following:

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

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

APPLICATION FOR EMPLOYEE PORTABILITY

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

- The lesser of 5 times your Basic Yearly Earnings or $750,000 total Employee Life Insurance
- $250,000 total Employee Life Insurance if you are age 60 or older
- $750,000 total Employee AD&D Insurance, not to exceed the total amount of Employee Life ported
- $250,000 total Spouse Life Insurance, not to exceed the total amount of Employee Life ported
- $250,000 of Spouse Supplemental AD&D Insurance, not to exceed the amount of Spouse Supplemental Life ported
- $10,000 total Children's Life Insurance, not to exceed the total amount of Employee Life ported
- $10,000 of Children's Supplemental AD&D Insurance, not to exceed the amount of Children's Supplemental Life ported

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

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

You do not need to provide Evidence of Insurability in order to apply for portability. Your coverage must be ported under the terms of this rider in order for Spouse or Children's coverage to be ported.

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

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

MISSTATEMENT OF EVIDENCE OF INSURABILITY FOR EMPLOYEE PORTABILITY

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

GRACE PERIOD FOR EMPLOYEE PORTABILITY

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

TERMINATION OF EMPLOYEE PORTABILITY

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

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

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

Any unearned Premiums paid for ported coverage will be refunded.

PORTABILITY AT DEATH OR DIVORCE

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

- Spouse Life Insurance under the Spouse Life Insurance Rider
- Children's Life Insurance under the Children's Life Insurance Rider
- Spouse Supplemental AD&D Insurance under the AD&D Rider
- Children's Supplemental AD&D Insurance under the AD&D Rider

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

- Spouse Life Insurance under the Spouse Life Insurance Rider
- Spouse Supplemental AD&D Insurance under the AD&D

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

CONDITIONS FOR PORTABILITY AT DEATH OR DIVORCE

All of the following conditions must be met:

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

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

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

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

APPLICATION FOR PORTABILITY AT DEATH OR DIVORCE

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

- $250,000 total Spouse Life Insurance
- $250,000 of Spouse Supplemental AD&D Insurance, not to exceed the amount of Spouse Supplemental Life ported

- $10,000 total Children's Life Insurance, not to exceed the total amount of Spouse Life ported
- $10,000 of Children's Supplemental AD&D Insurance, not to exceed the amount of Children's Supplemental Life ported

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

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

Your Spouse does not need to provide Evidence of Insurability in order to apply for portability. Spouse coverage must be ported under the terms of this rider in order for Children's coverage to be ported.

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

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

BENEFICIARY FOR PORTABILITY AT DEATH OR DIVORCE

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

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

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

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

PAYMENT OF PROCEEDS FOR PORTABILITY AT DEATH OR DIVORCE

For coverage continued under this provision, a Spouse death benefit is payable if your Spouse dies while the Spouse Life Insurance Rider is in force. Other benefits are payable if a covered loss occurs while coverage is in force, and

while your Spouse is living. See the CONVERSION provision of the Children's Life Insurance Rider for information about death benefits payable during the conversion period following your Spouse's death.

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

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

MISSTATEMENT OF EVIDENCE OF INSURABILITY FOR PORTABILITY AT DEATH OR DIVORCE

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

GRACE PERIOD FOR PORTABILITY AT DEATH OR DIVORCE

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

TERMINATION OF PORTABILITY AT DEATH OR DIVORCE

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

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

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

CONVERSION FOR TERMINATION OF PORTABILITY AT DEATH OR DIVORCE

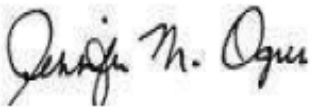
Your Spouse may convert any life insurance amounts that stop when portability under this provision ends for any reason other than nonpayment of Premium, or your Spouse's death, or your Child reaching the termination age under the Children's Life Insurance Rider. Conversion is also available for any part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

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

court-appointed guardian of the Child may apply for conversion of that Child's coverage. See the CONVERSION provision of the rider.

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

Carolyn M. Johnson
President



Jennifer M. Ogren
Secretary

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) RIDER

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of Chandler

GROUP POLICY NUMBER: 67475-3GAT2

Applicable only to Classes 1, 2, 3 and 4.

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

CONTENTS

SCHEDULE OF BENEFITS

BASIC EMPLOYEE AD&D INSURANCE

Basic Employee AD&D Insurance is Noncontributory by Employees.

Eligible Class(es)	Full Amount
Classes 1 & 2: All Eligible City Managers, Clerks and Magistrates	Equal to the amount of Basic Employee Life Insurance
Class 3: All Eligible City Council Members	Equal to the amount of Basic Employee Life Insurance
Class 4: All Other Eligible Regular Employees	Equal to the amount of Basic Employee Life Insurance

MAXIMUM AMOUNT OF BASIC AD&D INSURANCE FOR CLASSES 1 & 2: ALL ELIGIBLE CITY MANAGERS, CLERKS AND MAGISTRATES

$400,000 or 1.5 times Basic Yearly Earnings, whichever is less

MAXIMUM AMOUNT OF BASIC AD&D INSURANCE FOR CLASS 3: ALL ELIGIBLE CITY COUNCIL MEMBERS

$50,000

MAXIMUM AMOUNT OF BASIC AD&D INSURANCE FOR CLASS 4: ALL OTHER ELIGIBLE EMPLOYEES

$200,000 or 1 times Basic Yearly Earnings, whichever is less

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

SUPPLEMENTAL EMPLOYEE AD&D INSURANCE

Supplemental Employee AD&D Insurance is Contributory by Employees.

Eligible Class(es)	Full Amount
All Eligible Employees	Choice of $10,000 to $500,000 in $10,000 increments

MAXIMUM AMOUNT OF SUPPLEMENTAL EMPLOYEE AD&D INSURANCE

$500,000

EMPLOYEE BENEFIT REDUCTIONS

Your insurance amount will decrease as follows:

- To 65% of the original amount on your 70th birthday.
- To 50% of the original amount on your 75th birthday.

Reduced insurance amounts are not rounded.

SUPPLEMENTAL SPOUSE AD&D INSURANCE

Supplemental Spouse AD&D Insurance is Contributory by Employees.

Eligible Class(es)	Full Amount
Spouse	Choice of $5,000 to $250,000 in $5,000 increments

MAXIMUM AMOUNT OF SUPPLEMENTAL SPOUSE AD&D INSURANCE

$250,000

SPOUSE BENEFIT REDUCTIONS

The Spouse insurance amount will decrease as follows:

- To 65% of the original amount on your spouse's 70th birthday.
- To 50% of the original amount on your spouse's 75th birthday.

Reduced insurance amounts are not rounded.

SUPPLEMENTAL CHILDREN'S AD&D INSURANCE

Supplemental Children's AD&D Insurance is Contributory by Employees.

Eligible Class(es)	Full Amount
Children from birth but less than 26 years of age	$10,000

MAXIMUM AMOUNT OF SUPPLEMENTAL CHILDREN'S AD&D INSURANCE

$10,000

ACCIDENTAL DEATH BENEFIT

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

ACCIDENTAL DISMEMBERMENT BENEFITS

For:	Benefit Amount:
Loss of an Arm	50% of the Full Amount of AD&D Insurance

Loss of a Leg	50% of the Full Amount of AD&D Insurance
Loss of a Hand	50% of the Full Amount of AD&D Insurance
Loss of a Foot	50% of the Full Amount of AD&D Insurance

OTHER ACCIDENTAL LOSS BENEFITS

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

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

ADDITIONAL ACCIDENT BENEFITS

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

DEFINITIONS

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

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

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

Child Care means any facility or private care that:

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

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

Covered Person means:

- You, if you are covered for life insurance under the Policy.
- Your Spouse who is covered under the Spouse Life Insurance Rider and is enrolled for Contributory Spouse coverage under this rider.
- Your Children who are covered under the Children's Life Insurance Rider and are enrolled for Contributory Children's coverage under this rider.

For benefits other than death, this includes your Children from the date of birth.

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

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

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

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

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

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

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

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

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

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

GENERAL PROVISIONS

ELIGIBILITY

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

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

ENROLLMENT

If you are eligible for AD&D coverage, you must enroll for any Contributory AD&D coverage before the coverage will become effective. We or the Employer will provide you with the forms or information needed to complete your enrollment.

No enrollment is required if the Policy replaces a group policy issued by us or by another insurance company, and you were covered under the prior policy on the day before that policy was replaced by our Policy. The amount of Contributory AD&D coverage that becomes effective on our Policy effective date will be at the same level as under the prior policy, subject to the terms of our Policy including any maximum coverage amounts under our Policy.

EFFECTIVE DATE

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

For Contributory coverage, each Covered Person will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date the Covered Person is eligible for coverage, if you enroll for coverage on or before that date.
- The date you enroll for coverage.
- The date you return to Active Employment, if you are not in Active Employment when the Covered Person'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 AD&D coverage begins, any increased or additional coverage will take effect on the latest of the following:

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

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

TERMINATION

This rider will terminate on the earliest of the following:

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

- For your Spouse's coverage, the date you voluntarily cancel Contributory Spouse AD&D coverage under this rider in Writing, as allowed by the Employer unless prohibited by federal and state law.
- For your Children's coverage, the date you voluntarily cancel Contributory Children's AD&D coverage under this rider in Writing, as allowed by the Employer unless prohibited by federal and state law.
- The date a claim is approved under the Waiver of Premium Rider.

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

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

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

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

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

AD&D BENEFITS

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

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

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

We will presume that the Covered Person died as a result of Accidental Injury if all of the following are true:
- The conveyance in which the Covered Person was traveling (including but not limited to an automobile, airplane, ship or train) disappears, sinks or is wrecked.
- The body of the Covered Person is not found.
- A reasonable period of time, but not more than 365 days has lapsed from the later of the date the conveyance was scheduled to arrive at its destination or the date the Covered Person was reported missing to the authorities.

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

Accidental Dismemberment

A benefit is payable if an Accidental Injury causes a Covered Person's loss of a covered limb or appendage within 180 days of the Accidental Injury. The types of and benefit amounts for covered Accidental Dismemberment losses are shown on the SCHEDULE OF BENEFITS. Accidental Dismemberment benefits are payable to you if living, otherwise to the Beneficiary.

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

Other Accidental Loss

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

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

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

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

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

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

Additional Accident Benefits

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

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

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

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

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

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

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

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

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

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

Child education: Your dependent child is enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond grade 12 within 365 days following the date of a Covered Person's death for which a benefit is payable under this rider. No child education benefit is payable for your insured Child's death. To be considered full-time, your child's full-time school attendance must be 6 months or more in each annual period following the loss. Benefits are payable at the end of each annual period following the loss. You or the Beneficiary must provide proof annually that your child remains eligible. Benefits will stop when your child is no longer eligible.

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

Spouse education: Your spouse is enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond grade 12 within 365 days following the date of your death for which a benefit is payable under this rider. No spouse education benefit is payable for your insured Spouse's or Child's death. To be considered full-time, your spouse's full-time school attendance must be 6 months or more in each annual period following the death. Benefits are payable at the end of each annual period following the death. The Beneficiary must provide proof annually that your spouse remains eligible. Benefits will stop when your spouse is no longer eligible.

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

Occupational assault: Your loss for which a benefit is payable under this rider is the result of an intentional and unlawful act of physical violence directed at you by another person while you were performing assigned duties of your employment with the Employer. A report of criminal activity must be filed by you or on your behalf with the appropriate law enforcement authority within 48 hours of the assault. No occupational assault benefit is payable for your insured Spouse's or Child's loss.

NOTICE OF CLAIM AND PROOF OF LOSS

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

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

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

PHYSICAL EXAMINATION

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

EXCLUSIONS

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

- Suicide or attempted suicide, or intentionally self-inflicted injury, regardless of mental capacity.

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

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

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

Carolyn M. Johnson
President

Jennifer M. Ogren
Secretary

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CONTRACT DOCUMENT 2.B.

ReliaStar Life Insurance Company
Home Office: Minneapolis, Minnesota 55440

ADMINISTRATIVE EXCEPTION AGREEMENT

Group Policy Number	*Group Policyholder*	*Effective Date*
67475-3	City of Chandler	6/1/2022

The terms of the Group Policy are hereby modified as outlined below with respect only to the specific items listed. The Insurance is subject to all other terms of the Policy, including the payment of premiums as they become due. If any coverage detailed below terminates, new coverage for that individual will be subject to the Group Policy's eligibility requirements. This Administrative Exception Agreement will terminate according to contract provisions.

ReliaStar Life Insurance Company agrees to waive the requirement that a Spouse may not be insured under the Policy as an Employee for the following insureds.

See next page for complete listing.

Signed at Minneapolis, Minnesota on October 17, 2022

Erik J. Rasmussen
Vice President, Group Underwriting

EMPLOYEE											DEPENDENT EMPLOYEE/RETIREE									
LAST NAME	FIRST NAME	DOB	Relationship	Emp VTL Coverag	Emp VTL Tobacc	Spouse VTL Coverag	Spouse VTL Tobacc	Child VTL Coverag	Spouse Vol AD&D	Emp Vol AD&D	Child Vol AD&D	LAST NAME	FIRST NAME	DATE OF BIRTH	STATUS	Emp VTL Coverag	Emp VTL Tobac	Spouse VTL Coverag	Spouse VTL Tobac	Child VTL Coverag	Spouse Vol AD&D	Emp Vol AD&D	Child Vol AD&D
HUNSAKER	JASON	9-May-1973	Spouse	$380,000	-	$190,000	-	$10,000	$250,000	$250,000	$10,000	HUNSAKER	AMY	01/06/1977	Fulltime-Regular	$180,000	-	-	-	$10,000	$250,000	$500,000	$10,000
ECKWOOD	CORNATHAN	23-Feb-1983	Spouse	$330,000	-	$50,000	-	$10,000	$100,000	$100,000	$10,000	ECKWOOD	FATIMA	11/07/1984	Fulltime-Regular	$30,000	-	$15,000	-	$10,000	$40,000	$40,000	$10,000
RUIZ	MAYRA	13-Aug-1979	Spouse	$220,000	-	$110,000	-	$10,000	$250,000	$500,000	$10,000	RUIZ	RUDY	06/17/1976	Fulltime-Regular	$170,000	-	$85,000	-	$10,000	$250,000	$500,000	$10,000
LANGE	BRANDT	24-May-1981	Spouse	$330,000	-	$165,000	-	$10,000	-	-	$10,000	LANGE	LINDSAY	04/17/1983	Fulltime-Regular	$200,000	-	$100,000	-	$10,000	-	-	-
JORDAN	JENNIFER	25-Oct-1975	Spouse	$140,000	-	$70,000	-	$10,000	$100,000	$100,000	$10,000	JORDAN	MARK	08/01/1979	Retiree	$29,500	-	-	-	-	-	-	-
MCWHIRT	MASON	14-Dec-1989	Spouse	$100,000	-	$50,000	-	$10,000	$150,000	$500,000	$10,000	MCWHIRT	ASHLEY	02/19/1989	Fulltime-Regular	$200,000	-	-	-	-	-	-	-
SANDOVAL	JOSE	26-Aug-1972	Spouse	$160,000	-	$55,000	-	$10,000	-	-	-	SANDOVAL	JENNIFER	05/03/1972	Fulltime-Regular	$170,000	-	-	-	$10,000	$10,000	$10,000	$10,000
SILVA	ELIZABETH	5-Mar-1962	Spouse	$50,000	-	$25,000	-	-	$50,000	$50,000	-	SILVA	JOE	12/06/1963	Retiree	$44,000	-	-	-	-	-	-	-
RIVERA	LORENZO	4-May-1957	Spouse	$180,000	-	$80,000	-	-	$80,000	$110,000	-	RIVERA	VIVIAN	09/04/1963	Retiree	$29,500	-	-	-	-	-	-	-
CAZARES	GORGE	4-Apr-1980	Spouse	$250,000	-	$125,000	-	-	$250,000	$500,000	$10,000	CAZARES	RAQUEL	03/08/1982	Fulltime-Regular	pending SOH	-	pending SOH	-	pending SOH	$250,000	$500,000	-
ANGLIN	TARA	9-Nov-1972	Spouse	$200,000	-	$100,000	-	$10,000	-	-	-	ANGLIN	PAIGE	08/30/1999	Fulltime-Regular	-	-	-	-	-	-	-	-
BERRELLEZA	ROSALINDA	31-Mar-1978	Spouse	$200,000	-	$100,000	-	$10,000	$250,000	$280,000	$10,000	BERRELLEZA	DAVID	08/04/1980	Fulltime-Regular	$200,000	-	$100,000	-	$10,000	-	-	$10,000
DEANDA	JESUS	28-Dec-1973	Spouse	$350,000	-	-	-	$10,000	-	-	-	DEANDA	MELISSA	02/16/1977	Fulltime-Regular	$300,000	-	-	-	$10,000	-	-	-
DIETZ	CHRISTOPHER	25-Jan-1973	Spouse	$300,000	-	$80,000	-	$10,000	-	-	-	DIETZ	ASHLEY	08/21/1985	Fulltime-Regular	-	-	-	-	-	-	-	-
FOX	SHELBY	8-Mar-1987	Spouse	$300,000	-	$150,000	-	-	$250,000	$500,000	$10,000	FOX	JEFFREY	05/05/1980	Fulltime-Regular	$120,000	-	-	-	$10,000	-	$500,000	-
LUTT	BRIAN	20-Jun-1972	Spouse	$100,000	-	-	-	-	$200,000	$200,000	$10,000	BALDWIN	KRISTILYN	03/07/1981	Fulltime-Regular	$100,000	-	pending SOH	-	-	$150,000	$250,000	-
BERNER	CONTESSA	3-Apr-1980	Spouse	$10,000	-	$5,000	-	$10,000	$250,000	$500,000	$10,000	BERNER	ERIC	09/01/1978	Fulltime-Regular	$370,000	-	-	-	$10,000	$250,000	$500,000	$10,000
KALLBERG	NICOLE	11-Mar-1980	Spouse	$290,000	-	-	-	-	$90,000	$50,000	$10,000	SCHUHMKE	THOMAS	07/23/1975	Fulltime-Regular	$390,000	-	-	-	$10,000	-	$250,000	$10,000
RILEY	JOSHUA	14-Apr-1976	Spouse	$300,000	-	-	-	$10,000	-	-	-	RILEY	JULIE			$250,000	-	-	-	$10,000	-	-	-
MEEKER	ELISA	14-Nov-1974	Spouse	-	-	-	-	-	-	$10,000	-	MEEKER	RANDLE LEWIS			$400,000	-	-	-	$10,000	-	-	-

Signed at Minneapolis, Minnesota on October 17, 2022

Erik J. Rasmussen
Vice President, Group Underwriting

CONTRACT DOCUMENT 3

CITY OF CHANDLER SERVICES AGREEMENT
AGREEMENT NO.: HR2-948-4465

BASIC AND VOLUNTARY LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and ReliaStar Life Insurance Company, a Minnesota corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2022 (Effective Date).

RECITALS

A. City proposes to enter an agreement for basic and voluntary life and accidental death and dismemberment insurance as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

1. AGREEMENT ADMINISTRATOR:

1.1. **Agreement Administrator**. Contractor shall act under the authority and approval of the Administrative Services Director or designee (Agreement Administrator), to provide the services required by this Agreement.

1.2. **Key Staff**. This Agreement has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Agreement without prior notice to the City.

1.3. **Subcontractors.** During the performance of the Agreement, Contractor may engage such additional Subcontractor as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with Contractor.

1.4. **Subcontracts.** Contractor shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of City.

2. SCOPE OF WORK: Contractor shall provide Life and AD&D insurance and associated services all as more specifically set forth in Exhibit A, Scope of Services and Minimum Requirements, including all subparts, attached hereto and made a part hereof by reference.

2.1. Non-Discrimination. The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2. Licenses. Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this agreement.

2.3. Advertising, Publishing and Promotion of Agreement. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the City.

2.4 Compliance with Applicable Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

2.4.1 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

2.4.2 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies under A.R.S. sec. 35-394 that Contractor does not currently and agrees for the duration of the contract that Contractor will not use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

2.4.3 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

2.4.4 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is

lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

3. ACCEPTANCE AND DOCUMENTATION:

3.1. **Records.** Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of seven years after the completion of the Agreement.

3.2. **Audit.** At any time during the term of this Agreement and seven years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.

4. PRICE:

4.1. City shall pay Contractor an amount not to exceed $960,000 for the first year, as set forth and more fully described in Exhibit B.

4.2. **Taxes**. Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

4.3. **IRS W9 Form.** In order to receive payment Contractor shall have a current IRS W-9 Form on file with City, unless not required by law.

5. TERM:

5.1 The term of the Agreement is two years, and begins on January 1, 2023, and ends on December 31, 2024, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to three additional terms of two years each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

6. USE OF THIS AGREEMENT: The Agreement is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.

6.1. Emergency Purchases: City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

6.2. Non-Exclusive Agreement: This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

7. CITY'S CONTRACTUAL REMEDIES:

7.1. Right to Assurance. If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Agreement Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.

7.2. Non-exclusive Remedies. The rights and the remedies of the City under this Agreement are not exclusive.

8. TERMINATION:

8.1. Termination for Convenience: City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor" compensation shall be based upon such determination and Contractor's fee schedule included herein.

8.2. Termination for Cause: City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

1) If Contractor fails to perform pursuant to the terms of this Agreement
2) If Contractor is adjudged a bankrupt or insolvent;
3) If Contractor makes a general assignment for the benefit of creditors;
4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

Where Agreement has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

8.3. Cancellation for Conflict of Interest. Pursuant to A.RS. § 38-511, City may cancel this Agreement after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

8.4. Gratuities. City may, by written notice, terminate this Agreement, in whole or in part, if City determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about agreement performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Contractor.

8.5. Suspension or Debarment. City may, by written notice to the Contractor, immediately terminate this Agreement if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an agreement shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.

8.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination.

8.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8.8. Availability of Funds for the next Fiscal Year. Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The City may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. FORCE MAJEURE: Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire,

communication line failures, power failures, or earthquakes.

10. DISPUTE RESOLUTION:

10.1. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.2. Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.3. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

11. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend , indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract/Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

12. INSURANCE REQUIREMENTS:

12.1. General: Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor’s agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or

certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

For the City		**For the Contractor**	
Name:	Christina Pryor	Name:	Mona Zielke
Title:	Purchasing Manager	Title:	Senior VP, Enterprise Client Services and Claims
Address:	175 S. Arizona Ave., 3rd Floor Chandler, AZ 85225	Address:	20 Washington Avenue South Minneapolis, MN 55401
Phone:	480-782-2403	Phone:	612-342-7694
Email:	christina.pryor@chandleraz.gov	Email:	mona.zielke@voya.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

14.1. No Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.RS. Section 38-501. Any such interests were disclosed in Contractor's proposal to the City.

14.2. Kickback Termination. City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.RS. §38-511).

14.3. No Conflict: Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

15.1. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the City.

15.2. Amendments. The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Agreement.

Any such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Agreement based on such changes.

15.3. Independent Contractor. The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

15.4. No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.5. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Krista J Sorrow _____
Its: Mayor	Its: Vice President _____

APPROVED AS TO FORM:

By: _____
City Attorney RSL

ATTEST:

By: _____
City Clerk

EXHIBIT A TO CHANDLER SERVICES AGREEMENT
SCOPE OF SERVICES AND MINIMUM REQUIREMENTS

The Contractor shall provide insurance and related services to eligible classes as described in RFP #HR2-948-4496 and Contractor's written response thereto as further explained and clarified in Contractor's Best and Final Officer and Clarification document. Contractor shall provide:

- Life insurance and Accidental Death and Dismemberment ("AD&D") insurance to eligible City employees;
- Life insurance and AD&D (if retirees who also have life insurance coverage) to retirees of the City;
- Optional supplemental life insurance to benefit-eligible employee classes;
- Life insurance and optional supplemental life insurance for spouses and children of employees in benefit-eligible classes
- Voluntary AD&D insurance for employee, their spouses, and/or children; and
- Benefit enhancements including EAP, Funeral Planning, Online Will Prep, and Travel Assistance

1. In situations where a City employee is married to another City employee and both are benefit-eligible and each has Basic life insurance and/or AD&D insurance and has covered their spouse and/or child under the optional life insurance and AD&D dependent life insurance benefit, Contractor shall continue to provide any such coverage in existence June 1, 2022, or at the time of the commencement of the Agreement.

2. The initial rates shall be guaranteed at a minimum for three (3) years effective January 1, 2023.

3. The Contractor shall provide detailed life insurance and AD&D claims experience for actives and retirees by employee, dependent spouse, and dependent child(ren) as specified by the City and at minimum annually at no cost to the City.

4. The Contractor shall provide final renewal rates, costs, and underwriting analysis and documentation to the City at least 210 days prior to the contract anniversary date as well as any data relevant to the renewal at the request of the City at no cost to the City.

5. The Contractor must cover all benefits from the effective date of the contract such that no employee or dependent currently insured will suffer a loss of coverage by virtue of a change in contractors other than by a change in plan design as specified by the City. No employee or dependent shall lose benefits because of transition issues from the current carrier to the awarded carrier.

6. Commissions are not to be included in the rates submitted unless included in the carrier's filing with the State for Employer paid or Employee paid premiums. Any proposal that includes payment of commissions or any other form of remuneration shall be deemed non-responsive unless fully disclosed and approved by the City. If commissions or fees are included in the filed rates and cannot be removed from the rates provided, the level of commissions included in the proposed rates must be disclosed and noted.

7. The Contractor must agree to provide and administer, at a minimum, the current plans as specified in the City's policy documents.

8. The Contractor will comply with all HIPAA Privacy Rule Regulations where applicable.

9. The Contractor will provide all Summary Plan Descriptions, Summary Benefit Booklets, and other customized communications (i.e. fliers, postcards, etc.) at no additional cost to the City.

9. The Contractor will provide any professional service representatives the City requires to understand, analyze, and/or plan for any plan changes including but not limited to general account servicing, underwriting-actuarial, clinical, and/or operational support.

10. The Contractor shall participate in any open enrollment or special enrollment activities as specified by the City and shall provide materials and staff support as required at no additional cost to the City.

11. The Contractor agrees the City may at any time request a change in key personnel assigned to service their account. In addition, should there be a change in key assigned personnel, the City will be immediately notified and changed personnel will be replaced with personnel of substantially equal ability and qualifications as established at the time of the award.

12. The Contractor will maintain all pertinent claim records for up to seven years including claim records, individual case review and notes, and any member inquiry records as prudent business practice and provisions dictate.

13. The Contractor shall maintain identical eligibility requirements and continued coverage provisions as identified by the City, and as may be amended from time to time. The Contractor shall provide coverage to all eligible employees and dependents as determined by the City.

14. The Contractor shall provide coverage for members on approved leave of absence (with or without pay) provided the member continues to pay premiums according to City rules for the period of approved leave of absence, other than those that are covered under an accepted waiver of premium arrangement. The Contractor shall also accept waiver of premium retrospectively at a minimum of 90 days.

15. The City shall determine eligibility for benefits while the Contractor shall determine benefits payable.

16. The Contractor's "actively at work" provision will be waived for current covered employees.

EXHIBIT A 1
CITY OF CHANDLER BEST AND FINAL OFFER

M E M O R A N D U M
V I A E - M A I L

To: Chris Snyder, Employee Benefits Senior Sales Representative
Voya/ReliaStar Life Insurance Company

From: Jeanna Carlton
Sr. Health Benefits Analyst, Client Manager

Date: July 28, 2022

Re: Best and Final Offer for Request for the City of Chandler
RFP #HR2-948-4496

Segal, on behalf of the City of Chandler, hereby requests a "Best and Final" offer for Life and AD&D from your firm. The offer is an opportunity for your firm to make revisions to your cost proposal that you feel would make your offer more attractive. If you do not submit a revised offer by the due date and time, your previous offer will be considered your final offer.
Please note your "Best and Final" offer should include the following items:

1. Answer the attached questionnaire.
   Answer: Confirmed, the attached questionnaire has been completed.

2. Completion of the attached Best and Final Financial Exhibit Spreadsheets.
   Answer: Confirmed, the attached exhibits have been completed.

Your "Best and Final" offer must be submitted via e-mail to jcarlton@segalco.com no later than **12:00 p.m. Arizona time on Wednesday, August 2, 2022.**

Should you have any questions regarding the content of this request, please contact Jeanna Carlton at jcarlton@segalco.com for assistance.

1. Please answer the following request in detail: Indicate any enhanced current services (financial planning, EAP, identity theft, funeral services, etc.) included in your proposal or at an additional cost (indicate the cost). Include marketing materials you feel would be beneficial in further explaining these services.
Answer: Included with our Renewal is EAP, Funeral Planning, On Line Will Prep, and Travel Assistance. Please see the included flyers for your reference.

2. Confirm that your firm has completed the attached Excel workbook for Life, Voluntary Life and AD&D Fees. Complete the worksheets in their entirely accurately.
Answer: Confirmed.

EXHIBIT A 2
CITY OF CHANDLER CLARIFICATION

M E M O R A N D U M
V I A E - M A I L

To: Chris Snyder, Sr. Sales Representative
Voya

From: Jeanna Carlton
Sr. Health Benefits Analyst, Client Manager

Date: July 1, 2022

Re: Clarification Request for the City of Chandler
RFP #HR2-948-4496 Basic and Voluntary Life and AD&D

Segal, on behalf of the City of Chandler, is requesting clarifications for RFP responses that don't match the current contract and/or policy, and for areas where the current policy differs from the contract.

Should you have any questions regarding the content of this request, please contact Jeanna Carlton at jcarlton@segalco.com for assistance.

1. The current waiting period for WOP was waived in the 2017 RFP and contract, this doesn't appear to have been updated in the policy? Please confirm that there is no waiting period for Waiver of Premium and if awarded, Voya would match that going forward.
   Response: Voya will include no waiting period for the Waiver of Premium.

2. Regarding the eligibility rules being listed in the certificate/policy, the City would prefer that the document just states that Voya will "follow the City's eligibility rules". This would avoid needing amendments if the City changes their eligibility rules in the future. Please confirm that this language could be changed.
   Response: Yes, we are agreeable to this request. We would like the City to provide us what their eligibility rules are so we know. In addition, if there are changes, we would ask that Voya is notified of what their new eligibility rules are. That way, if there is a change that significantly impacts the risk characteristics of the plan, we can discuss this with Segal and the City of Chandler. For example (thought not a likely example), if the City changed their eligibility waiting period to two years and due to this, the number of eligible lives decreased by half, that would have an impact on the risk which would require further discussion.

3. Voluntary life Q17 regarding an annual open enrollment period at which time EOI would not be required was answered "N/A" by Voya. The City would like to be able to offer this benefit going forward. Please confirm whether Voya would agree to this request.
   Response: The current participation in the Voluntary Life is very high at around 49%. When participation is so high, it leads to a much higher degree of Adverse Selection when Open Enrollments are offered. As such, we are unable to offer a full Annual Open Enrollment. What we are able to do is offer a Modified Annual Enrollment solution. This would be for current participants in the plan. It would work as follows:

Employees: current participants can increase their coverage by three increments ($30,000) at each annual enrollment, up to the Guarantee Issue (GI), without providing Evidence of Insurability (EOI).

Spouses: current participants can increase their coverage by three increments ($15,000) at each annual enrollment, up to the GI, without EOI.

Children: can always elect their full amount ($10,000) without EOI.

4. Voluntary AD&D Q3a: The current agreement does not have a "salary times" restriction for the Voluntary AD&D. Employees can elect up to $500,000 in $10,000 increments. Please confirm you can provide this same benefit.
   Response: This is confirmed.

5. Basic dependent life coverage: Per the current agreement, the City offers basic dependent life at $1,000 for both spouse and children. This is included as part of the basic life rate, not a separate basic life rate. Please confirm this benefit will be matched as currently being provided.
   Response: This is confirmed that we will be matching this as it is currently provided.

6. Voluntary AD&D: Please confirm that the elected amount does not need to match elected voluntary life amount.
   Response: Confirmed, the elected Voluntary AD&D amount does not need to match the elected Voluntary Life amount.

EXHIBIT A 3

MINIMUM CONTRACTUAL REQUIREMENTS QUESTIONNAIRE

Indicate "Yes" or "No" as to the Proposer's ability to meet the minimum requirements. **Failure to complete this form and include it with the response may result in elimination from consideration.**

A "Yes" response shall result in the provision being adopted into the final contract. **No deviations will be accepted for "Yes" answers in this section.**

The proposed insurance products are issued by ReliaStar Life Insurance Company (Minneapolis, MN) which is a member of the Voya® family of companies. Voya Employee Benefits is a division of ReliaStar Life Insurance Company.

MINIMUM CONTRACTUAL REQUIREMENTS	YES	NO
1. **Proposal, Interview, and Best and Final Responses Become Part of Contract:** Do you agree that your written response to this RFP, written information provided as part of an interview and written responses provided during a Best and Final negotiation become part of the contract between your organization and City of Chandler?	X	
2. **Effective Date of Offer:** Bid terms are guaranteed for at least 180 days from the proposal due date.	X	
3. Your contract has a length of two (2) years with the option to renew for three (3) additional two-year periods.	X	
4. Rates/Fees are guaranteed for a minimum of 3 years.	X	
5. **Renewal Notification:** The vendor must provide any rate changes in writing with full justification, and detailed underwriting calculations, **by June 1 of the prior plan year for a January 1 effective date**. Additionally, the vendor must provide the following with each renewal package: a. Any contract language changes requested b. Specific justification of rate/fee changes c. Current enrollment by rate class d. Additional options for consideration e. All underwriting caveats a. Any proposed plan design or benefit changes	X	
6. **Variance Provision:** Any provisions, references, or guidelines relating to reevaluation of proposed fees due to variation in enrollment in the plan must not be less than 15% of the enrollment at the beginning of each plan year. Any provisions relating to reevaluation of proposed rates due to variation in enrollment or other contingencies of the quote must be clearly noted in the financial section of the questionnaire.	X	
7. Do you agree that your proposal is not contingent on acceptance of other coverages or services outside the Scope of this RFP?	X	

MINIMUM CONTRACTUAL REQUIREMENTS	YES	NO
8. **Right to Audit**: The City of Chandler reserves the right to review and audit the life plan's files and financial accounting data to assure that claims subject to each proposed coverage are evaluated in accordance with the plan provisions. Additionally, the vendor agrees to allow for no less than one claim audit per year at no cost to the City of Chandler using the auditor of the City of Chandler's choice (so long as the auditor is not a competitor or involved in any legal proceedings with the vendor). The vendor will cooperate with any outside auditor the City of Chandler selects to perform the audit. This provision shall survive the termination of the agreement between the parties for a period of 3 years.		X
9. **Prior Notice of Major Operational Changes:** Do you agree to provide no less than 30-day notice to the City of Chandler for any changes involving the sale, merger, data breaches, layoffs, participating provider facility terminations, consolidation or outsourcing of services to foreign workers that will impact the City?	X	
10. Do you agree to maintain proper licensure as required by any state law where it relates to the services that you will be performing for the City of Chandler?	X	
11. **Indemnification:** Do you agree the contract will contain an indemnification provision pursuant to which the contractor must indemnify, defend, and hold harmless the City and its officials, agents, and employees?	X	
12. **Subcontracting:** Unless otherwise explained in this RFP, do you agree that you will disclose all subcontractor arrangements, and any additional fees associated with the subcontractor arrangements, that involve the services provided to the City of Chandler?	X	
a. List any services related to the Scope of Work of this RFP that you currently subcontract (or plan to subcontract for this contract) and the name of the vendor(s) to whom you subcontract.	X	
b. Do you agree to provide advanced written notice to the City if you decide to subcontract for any services related to the Scope of Work?	X	
c. Do you understand that if you use subcontractors in the delivery of your services under this proposal your firm is responsible for the timeliness, accuracy, privacy, comprehensiveness, and reporting components of the subcontractor's services?	X	
d. Explain any of your current contractual relationships with a third-party firm in which the third-party firm will be paid by the City either directly or indirectly during the course of the contract with the City (e.g. % of savings).	X	
13. **Rights to Claims Data:** All member claim records are the sole property of the City of Chandler. Selling of the City's data to outside entities must be disclosed and approved in writing in advance by the City of Chandler. All claims data obtained during the contract period and for up to seven years after the contract termination is the property of the City of Chandler and must be available upon request.		X
14. **On-Line Historical Data:** Maintain at least seven years of City of Chandler's claims data (all fields indicated on the billing) and eligibility information at all times.	X	

MINIMUM CONTRACTUAL REQUIREMENTS	YES	NO
15. **Maintenance, Ownership, and Transfer of Records:** a) The vendor will be required to maintain all pertinent records for seven years. This is in conjunction with prudent business practice and (as applicable); and		X
b) The vendor will be charged with the safekeeping of plan experience information; and		X
c) In the event of contract termination, and related to contract termination, the vendor will be required to cooperate with The City of Chandler, or their representative, in the prompt, accurate, and orderly transfer of the City's plan experience, claims and utilization information to the City or its designated succeeding carrier at **no added fee**.		X
16. **Eligibility Rules and Uncertain Claimant Eligibility Situations:** The vendor agrees to the specified eligibility rules established by the City of Chandler. The vendor(s) must communicate directly with the City regarding any uncertain claimant eligibility situations before notifying the claimant of ineligibility.	X	
17. **No Member Communication Without the City's Consent:** The vendor will not automatically enroll the City of Chandler in any programs that involve any type of communication with members, without express written consent from the City.	X	
18. **Termination Provisions:** The City of Chandler may terminate the contract at any time after the first complete plan year without cause, by giving 30 days written notice. The City can terminate with cause with 30-day notice unless proper remedy is provided by the vendor. The vendor may only terminate for cause with proper legal minimum notice requirements.	X	
19. **Assignment or Transfer of Rights:** Do you agree that you will not assign or transfer the rights or obligations of the contract or any portion thereof, without the prior written approval of the City of Chandler?	X	
20. The successful vendor's proposal must contain provisions reserving these rights to The City of Chandler: **No-Loss, No-Gain & Waiver of Actively-at-Work:** Current participants in any of the City's sponsored life plans will be provided coverage on a "no-loss, no-gain" basis. Any "actively-at-work" or non-confinement requirements will be waived on the effective date for all members or dependents participating in the plan immediately prior to the effective date of your contract with the City.	X	
21. a. **Scope of Work:** Are you able to provide all the services outlined in the scope of work?	X	
b. If not, have you listed all deviations or exceptions on the "Deviations and Exceptions form"?		N/A
22. **Commissions:** a) Is your proposal submitted net of commissions?	X	
b) If commissions are built into your rates, and cannot be stripped out, will you pay them to the City's consultant, Segal?		N/A

If you answered "No" to any of the questions above, please provide an explanation below:	
Requirement No.	**Explanation**
8	**We can offer an annual onsite audit to clients and their designee within Compliance guidelines. The compliance guidelines will be discussed and outlined at time of audit discussion.**
13	**Voya Employee Benefits will provide information as needed per our data privacy and compliance guidelines. We cannot guarantee software format.**
15	**Upon termination, we will provide information as needed per our data privacy and compliance guidelines. We cannot guarantee software format.**

1. QUALIFICATIONS AND EXPERIENCE	VENDOR RESPONSE
1. Please complete the following background information about your organization:	
a. Organization's name	**ReliaStar Life Insurance Company**
b. Address of your corporate headquarters	**20 Washington Ave South Mpls, MN 55401**
c. Address of the location that will service the City of Chandler's account	**Account Management will be handled through our Phoenix location and standard operations is handled through our Home office in Minneapolis, MN.**
d. Date your firm became operational	**Incorporated in Minnesota on September 15, 1885.**
e. Date your firm became operational for the services requested in this RFP	**Group Life offered since 1925**
f. Ownership of your firm	**Privately held Company**
2. In what other businesses are you involved? Describe their ownership.	**Voya Financial is a premier retirement, investment and insurance company serving the financial needs of approximately 13 million individual and institutional customers in the United States. Our vision is to be America's Retirement Company and our guiding principle is centered on solving the most daunting financial challenge facing Americans today — retirement readiness.** **Working directly with clients and through a broad group of financial intermediaries, independent producers, affiliated advisors and dedicated sales specialists, Voya Employee Benefits provides a comprehensive portfolio of asset accumulation, asset protection and asset distribution products and services. With a dedicated workforce of approximately 7,000 employees, we are grounded in a clear mission to make a secure financial future possible — one person, one family and one institution at a time.**
3. a. Has your organization acquired, been acquired, or merged with another organization in the past 24 months?	**No**

1. QUALIFICATIONS AND EXPERIENCE	VENDOR RESPONSE
b. Is your firm anticipating restructuring or reorganizing in the next two years? (include any major staff relocations or office closings.)	**As of December 31, 2020, we had approximately 6,000 employees, 99% of which are full-time and US-based. Our primary office locations are in New York, NY; Windsor, CT; Des Moines, IA; Minneapolis, MN; Atlanta, GA; Braintree MA, Scottsdale, AZ, and Chandler, AZ. Prior to the start of the COVID-19 pandemic, approximately 20% of our workforce was fully remote. As part of our post-COVID strategy, our future state will have approximately 35% of our workforce as fully remote and approximately 63% as hybrid, working remotely or in an office location some portion of their time.**
c. What is your plan for continuance of principles in the event of a reorganization or restructuring?	**Our business succession plan ensures that our firm's operations will continue to operate uninterrupted and successfully and provides specific guidance for business continuity should any change in ownership occur. If selected as the successful bidder, we would be prepared to discuss the process in greater detail when appropriate confidentiality arrangements are in place.**
4. Is any aspect of your business outsourced? If yes, explain.	**Yes. In 2019, Voya Financial entered into a joint venture agreement with, VFI SLK, a dynamic technology and business consulting company with headquarters in Bangalore, India. Voya Financial currently owns 49% of VFI SLK and holds four of the seven board member positions. As our off-shore affiliate VFI SLK provides business processing for back-office administrative functions and IT Support.**

1. QUALIFICATIONS AND EXPERIENCE	VENDOR RESPONSE	
5. Identify any services under any subsequent contract that may be awarded as part of this RFP that are currently or planned to be performed outside the borders of the United States.	**As our off-shore affiliate VFI SLK provides business processing for back-office administrative functions and IT Support. The scope of these services includes premium accounting functions, policy administrative functions, document routing and claims set-up and limited administration. IT functions include support of infrastructure, Application Maintenance, Application Development, QA, and IT Security. All customer facing functions are handled by onshore employees.**	
6. Identify those individuals who would be responsible for the day-to-day service contact for the City. Include Overall Account Manager and Primary Day to Day Contact. Include:		
Name & Title:	**Hannah Stone - Client Relationship Manager**	
Location (City/State):	**Phoenix, AZ**	
Length of Time in Current position:	**10+ years**	
Name & Title:	**Chris Snyder – Senior Sales Representative**	
Location (City/State):	**Chandler, AZ**	
Length of Time in Current position:	**8 years at Voya Financial and over 25 years performing in his current role**	
7. Describe your experience administering plans for other entities similar to our organization.	**Voya Employee Benefits has ample experience managing plans from as few as 100 employees to 50,000 employees across all industries.**	
8. What is the average tenure of your claims staff?	**The average length of service for our claim examiners is roughly 14 years. Our annual turnover percentage is under 10%.**	
9. What are the most recent ratings for your company by the following:	**Rating**	**Date**
Standard and Poor's	**A+ (Strong)**	**06/11/2019**
Duff and Phelps	**A (Strong)**	**03/16/2015**
A.M. Best	**A (Excellent)**	**06/04/2018**
Moody's	**A2 (Good)**	**03/03/2015**

1. QUALIFICATIONS AND EXPERIENCE	VENDOR RESPONSE
10. Is your company "affiliated" with another company? If so, describe the "affiliate relationship." "Affiliated" means owned by another company, owned by a common controlling shareholder or interest, or inter-tied by contract so as to be under the dominion or influence of another.	**The proposed insurance products are issued by ReliaStar Life Insurance Company (Minneapolis, MN) which is a member of the Voya® family of companies. Voya Employee Benefits is a division of ReliaStar Life Insurance Company.**
11. If your firm is not a corporation, please advise who each of the partners, proprietors or other owners are and whether they have interest in any Employee Benefits services provider firms.	**ReliaStar Life Insurance Company is a corporation.**
12. Is your firm involved in any current litigation against or from the City? If yes, please describe.	**No**
13. Have you been involved in litigation within the last five years arising out of your performance as a Group Life Insurance provider? Exclude routine matters involving participants that do not reflect on your performance under the contract with your Client. If the answer is yes, explain fully.	**The Company is involved in threatened or pending lawsuits/arbitrations arising from the normal conduct of business. Due to the climate in insurance and business litigation/arbitration, suits against the Company sometimes include claims for substantial compensatory, consequential, or punitive damages and other types of relief. Moreover, certain claims are asserted as class actions, purporting to represent a group of similarly situated individuals. While it is not possible to forecast the outcome of such lawsuits/arbitrations, in light of existing insurance, reinsurance and established reserves it is the opinion of management that the disposition of such pending lawsuits/arbitrations will not likely have a materially adverse effect on the Company's ability to meet its obligations under the proposed contract.**

1. QUALIFICATIONS AND EXPERIENCE	VENDOR RESPONSE
14. Describe your company's expectations for quality of customer service. Describe the training process of your customer service representatives.	**The goal of our customer service team is to make it easier to do business with Voya Employee Benefits. That means consistently providing excellent service, taking responsibility for every customer experience, and owning the customer issue throughout the process. Focusing on the customer allows us to encourage positive interactions by listening, by responding professionally and by consistently following through on commitments within expected timeframes.** **Customer Service Contact Center representatives receive 8 to 10 weeks of training utilizing a combination of classroom training and one-on-one training. All new associates must demonstrate proficiency prior to handling customer service calls independently. Training is deployed by our Learning & Development team and Contact Center Team Leads. Quality monitoring is completed by our dedicated Quality Assurance team with additional support from the Contact Center Team Leads. The training includes product, administrative procedures, and customer service skills.** **Every call entering Voya Employee Benefits' call center is recorded. Random sampling of all Customer Service Representative calls is done throughout the month to assess the quality of the calls. Feedback is provided to each team member during one-on-one coaching sessions and the results are included in performance appraisals.**
15. What is the turnover rate for your customer service representatives?	**8%**

1. QUALIFICATIONS AND EXPERIENCE	VENDOR RESPONSE
16. Describe the type of background checks your organization conducts on potential new employees.	**As a financial services company, Voya is subject to many regulations concerning its employees and any criminal history they may have. Therefore, for all new hires, our practice is to conduct a background check of an applicant's background and credentials through a third-party vendor. This also applies to current employees who transfer to a position that requires a higher level of background investigation. The nature of the position determines the level of background check required.** **In addition to undergoing a background check, once employed, new hires are required to notify Voya Financial if they have been indicted for, charged with, or convicted of any crime, excluding minor traffic offenses, such as speeding. Employees must contact a member of the HR Resolution Team, through AskHR, with this information as soon as possible. A charge or conviction will not necessarily result in termination. The company's response will depend on the facts known to the company, and the level of offense or type of crime.**

1. GENERAL INFORMATION	VENDOR RESPONSE
1. All sample forms and communication materials should be provided for approval to the City in advance of distribution (claim forms, enrollment forms, booklets, brochures, flyers, mailers, etc.). Do you agree to this requirement?	**Yes**
2. Does your firm have the capability to provide communication pieces in Spanish and other languages? Please specify.	**We currently have Spanish speaking customer service representatives and a language line where an interpreter can be requested for most common languages. Other communication pieces may be available upon request.**
3. If your company is awarded this business, how soon after notification of the award would you be able to have a draft of the: a. Master Policy	**Voya Employee Benefits is the current carrier, but our standard notifications are below.** **A master policy will be provided within 5 days of the client certificate draft approval. An electronic version is our standard option to clients.**
b. Certificate booklets?	**Voya Employee Benefits will provide a draft of the booklet for review within 31 days of receipt of all the case set-up information. Once we receive the necessary paperwork from the employer group, an electronic policy will be delivered to the employer, and employees will receive a certificate of coverage via mail or access to a website to print for their records. A final booklet will be provided within 5 days of the client draft approval.**
4. If your company is awarded this business: a. What is the minimum amount of implementation lead-time needed to initiate the proposed services?	**Voya Employee Benefits is the current carrier. We are very flexible with our implementation and will work within the timeline that works best for the client. We will be sure to have all the minimum requirements met by the effective date. As the current carrier, we would not expect there to be much, if any, implementation requirements.**
b. List any transition issues the City should consider.	**No transition issues as Voya Employee Benefits is the current carrier.**

1. GENERAL INFORMATION	VENDOR RESPONSE
c. List any specific administrative procedures or information your firm will need from the City in order to implement your services.	**No specific administrative procedures are needed as Voya Employee Benefits is the current carrier.**
5. Do you agree to provide the City a clear path (representative phone number or email, etc.) for employees to register complaints?	**Voya Employee Benefits Customer Service can be reached at 1-800-955-7736 in order to file any issues. Complaints are logged/tracked as required by state insurance departments through our Compliance Department. We monitor the type, frequency, turnaround times and resolution. This information is also used as feedback for ongoing performance management.**
6. Indicate any enhanced current services (financial planning, EAP, funeral services, etc.) included in your proposal. Include marketing materials you feel would be beneficial in further explaining these services.	**Will Prep, Funeral planning, and Travel Assistance**
7. a. Are you able to match the current accelerated death benefit exactly for all plans as listed in each benefit plan?	**Yes. Voya Employee Benefits is the current carrier.**
b. If not, list all deviations. References to attached plan designs may be provided in addition to listing deviations, but all deviations must be summarized.	**N/A**
8. a. Do you agree to grandfather existing life insurance amounts for all currently covered employees and dependents so that evidence of insurability is not required?	**Yes. Voya Employee Benefits is the current carrier.**
b. If not, what amount of coverage can be provided without evidence of insurability?	**N/A**
9. Will your plan allow the definition of a dependent to include any person who is insured as an employee?	**No.**
10. Will your plan allow a person to be considered a dependent of more than one employee?	**No.**
11. If your firm is not able to allow the definition of a dependent to include any person who is insured as an employee, do you agree to grandfather existing Life and AD&D insurance amounts for all currently covered City of Chandler employees and their City of Chandler employed dependents? These individuals are noted in the census.	**We agree to grandfather current coverage amounts.**

1. GENERAL INFORMATION	VENDOR RESPONSE
12. b. If not, what amount of coverage can be provided without evidence of insurability?	
a. Basic Life	N/A
b. Voluntary Employee Life	N/A
c. Voluntary Spouse Life	N/A
d. Voluntary Child Life	N/A
13. What benefit improvements are you willing to include for the accelerated death benefit at no additional change to your proposed rates?	The current Accelerated Death Benefit (ADB) pays 75% up to $500,000. If the City is interested in making changes to this provision, we would be open to discussing their needs.

1. GENERAL INFORMATION	VENDOR RESPONSE
14. a. Indicate services you provide, including online service tools that would simplify administration for the City's benefit staff.	Our online services provide both general and individual participant information to HR contacts. These services include access to a variety of reports, policy documents, and forms, etc. Our online services are available 24/7 and include: Online Documents – Our web content tool provides employers with secure access to current and historical master contract information as well as their Voya Employee Benefits Administration Manual. Online Billing – Online Billing provides easy, convenient access to your billing invoices via the Internet. Update your headcounts and volumes online and make your premium payments via check, wire, or electronic funds transfer (EFT). Online Reports – Client access via the web is provided for various life, disability, and medical underwriting reports. Access is available 24/7 except for regularly scheduled system maintenance. Employers have access to this information and varying report access rights can be set up for client representatives within the same group contract number. Online Evidence of Insurability – We offer the technical partner link, data file, and paper web EOI options for submitting evidence of insurability. Online Claims Center – Allows employers and employees to initiate claims online.

1. GENERAL INFORMATION	VENDOR RESPONSE
b. Indicate services you provide, including online service tools that would simplify claims submission and information needed by the plan participant or their beneficiaries.	**https://claimscenter.voya.com/static/claimscenter/** **The Voya claims center, which is located on Voya.com, provides additional tools and self-service capabilities which will assist in streamlining claims administration and employee claim experience.** **Key features of our Online Claim Center include:** **• An improved claim forms library available for quick access to forms.** **• The ability to Start-a-Claim. This feature walks the user through a series of questions so that we can instantly create a custom claim forms package. Information provided during the questionnaire will pre-populate some of the fields in the provided forms. Most forms now have the ability to be electronically completed and e signed.** **• The ability to Upload-a-Claim*. This feature allows users to upload Claim forms as well as supporting documentation for more efficient claims processing.** **• E-mail confirmation of documents being received.** **• Specific contact information for each claim type, along with the hours of operation, available on the Claims Center Contact Us page.**
15. The plan is self-billed by the City. Please confirm you will provide the City with a 30-day grace period for fee/premium payments.	**Confirmed. Current Voya Employee Benefits provides a 60-day grace period which we would continue.**
16. Please confirm you will allow the City to continue self-administration of the billing.	**Confirmed**
17. Does your firm provide both paper and electronic billing and reports?	**Yes. Voya Employee Benefits is proposing a self-billed premium process where the employer may choose to view and/or update their premium online through our website or elect to receive a paper invoice each month.**

1. GENERAL INFORMATION	VENDOR RESPONSE
18. Do you agree to attend the Annual Open Fair at the City's designated location at no additional cost?	**Confirmed. During the implementation process, Voya Employee Benefits will plan an ongoing enrollment strategy based upon the needs of the employer. This strategy will outline the timing and services to be provided. Services will include but are not limited to on-site enrollment meetings with employees and ongoing support for employee questions.**

2. BASIC LIFE & AD&D	VENDOR RESPONSE
1. Do you agree to waive actively at work requirements / non-hospital confinement rules for existing covered participants on the effective date who were covered by the current carrier, AND do not qualify for waiver of premium (or should have qualified)? Any increase in life insurance amounts on the effective date will not take effect until the employee has returned to work.	**AAW is not equivalent to our 'no loss, no gain' provision, which covers any employee currently insured by the issued policy. Our standard contract language provides continuity of coverage. If an employee is absent from work due to sickness or injury, other than total disability, they would be considered actively at work. We do not begin coverage for someone who is totally disabled until they return to work. However, if the individual is on FMLA but is not totally disabled, they would be eligible under our contract.**
2. a. The master contract must reflect the elimination of the actively-at-work restrictions or deferred effective date for employees and dependents eligible on the effective date of the contract. Indicate your agreement to this stipulation.	**Voya Employee Benefits offers the simplest take over in the industry. We have a no loss/no gain take over and standardly offer Actively at Work language to include those that are sick and injured (unless Totally Disabled).**

2. BASIC LIFE & AD&D	VENDOR RESPONSE
b. If you are not able to waive actively at work, explain how you will ensure that no employee losses coverage under discontinuance and replacement?	**AAW is not equivalent to our 'no loss, no gain' provision, which covers any employee currently insured by the issued policy.** **Voya Employee Benefits will not deny dependent coverage upon transfer from a prior carrier. However, the effective date of your dependent's insurance starts on the date your dependent is no longer confined at home or in any facility for care and treatment of sickness or accidental injury, for any dependent, other than a newborn, who is confined at home or in such facility on the date your dependent's insurance starts.**
c. List any other takeover limitations and/or restrictions.	**None. Voya Employee Benefits offers the simplest take over in the industry. In addition, Voya is the current carrier so no takeover will be necessary should you decide to remain with Voya.**
3. It is the intention of the City that no employee suffers a loss of coverage by virtue of a change in carriers other than by plan design. Indicate your agreement to this stipulation.	**Voya Employee Benefits is the current carrier but our no loss no gain provision is a standard provision in all takeover cases which assures that a person insured by a prior carrier will not lose coverage solely as a result of a change in carriers.**
4. a. Are you able to match the current basic life and AD&D benefit exactly for all plans as listed in each benefit plan?	**Yes. Voya Employee Benefits is the current carrier.**
b. If not, list all deviations. References to attached plan designs may be provided in addition to listing deviations, but all deviations must be summarized.	**N/A**
5. What benefit improvements are you willing to include for the basic life/AD&D benefit at no additional change to your proposed rates?	**N/A – If there are specific improvements the City would like to consider, we would be open to discussing this.**
6. When providing reports, do you agree that the reports will reflect paid premium, paid claims, enrollment, volumes insured, and premium waiver claims on a monthly basis?	**Agree**

2. BASIC LIFE & AD&D	VENDOR RESPONSE
7. Do you agree you will deliver certificates of coverage for basic life and AD&D to the City?	**Agree**
8. a. Does your contract include a conversion or portability option?	**Yes, both are included.**
b. What is your charge per thousand to the policyholder for conversions?	**For conversions, Voya Employee Benefits' standard charge to experience is $100 per thousand of face amount continued if the active coverage had waiver of premium, $150 per $1,000 if the active coverage did not have waiver of premium. There are no charges to experience for coverage continued under our standard portability provision.**
9. May an individual whose insurance terminates convert or port the coverage without evidence of insurability?	**Yes, a conversion is made without evidence of insurability.**
10. a. Does your contract include a waiting period for Waiver of Premium?	**Yes**
b. If so, how long is the waiting period?	**Current waiting period is 9 months for waiver of premium.**
11. What is the time period that a disabled employee must file for waiver of premium?	**You must send us written notice of claim while you are living, while you are Totally Disabled, and within 9 months of the date your Total Disability begins. Failure to give notice within 9 months will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.**

2. BASIC LIFE & AD&D	VENDOR RESPONSE
12. If you have a waiting period for waiver of premium and an employee is subsequently approved, are premiums waived back to the initial date of disability or only from the approval date of the waiver?	**When we approve your claim, Premiums are waived as of the date after the Waiting Period ends. We will refund any unearned Premiums we receive to the Policyholder or to you, as appropriate. We will notify you in writing when your claim is approved.** **If we approve a claim for which notice of claim was provided to us more than 12 months after the date your Total Disability began, then any refund of unearned Premiums will not exceed 12 months of Premiums dating back from the date the notice of claim was received by us.**
13. If an employee is approved for waiver of premium, are dependent life premiums waived?	**When premium is waived it includes Life Insurance, Accelerated Death Benefit, and Waiver of Premium. It generally does not include Dependent's Insurance, or any other benefits as elected under this certificate which were effective at the time of disability.**
14. Does your contract provide terminal liability for waiver of premium claims upon termination of your master contract?	**TERMINATION OF RIDER** **This rider terminates on the earliest of the following: • The date your life insurance terminates. • The date this rider is terminated for all Employees under the Policy. • The date this rider is terminated for the eligible class of Employees to which you belong. • The date life insurance coverage is being continued under the terms of the Portability Rider. This rider will not terminate while Premiums are being waived under the terms of this rider.**
15. What is your definition of Total Disability?	**Total Disability or Totally Disabled means that due to an injury or sickness you are unable to perform the material duties of your regular job, and you are unable to perform for remuneration or profit any other job for which you are fit by education, training or experience. If we pay you an Employee benefit under the Accelerated Death Benefit Rider, you will automatically meet the definition of Total Disability under this rider.**

2. BASIC LIFE & AD&D	VENDOR RESPONSE
16. Do you agree to provide coverage for any disabled employees who are covered by the current plan, but would lose coverage due to a change in carriers?	**As the current carrier this would not apply.**
17. Does your continuation of coverage provision include employees currently disabled prior to 1/1/23?	**As the current carrier this would not apply.**

3. VOLUNTARY LIFE	VENDOR RESPONSE
1. a. Are you able to match the current VOLUNTARY life and AD&D benefit exactly for all plans as listed in each benefit plan?	**Yes. Voya Employee Benefits is the current carrier.**
b. If not, list all deviations. References to attached plan designs may be provided in addition to listing deviations, but all deviations must be summarized.	**N/A**
2. a. Do you agree to provide the same coverage for current insured's without requiring evidence of insurability?	**Yes. Voya Employee Benefits is the current carrier.**
b. If not, what amount of coverage can be provided without evidence of insurability?	**N/A**
3. Do you agree to continue to provide coverage for the Grandfathered Voluntary Life participants that are covered by the current contract?	**Yes. Voya Employee Benefits is the current carrier.**
4. Can coverage for the dependent children be elected if the employee does not elect coverage?	**Yes, as long as the employee has Basic Life.**
5. In what increments may coverage be purchased for:	
a. Employee	**$10,000 increments**
b. Spouse	**$5,000 increments**
c. Child(ren)	**Flat amount of $10,000**
6. What are the maximum coverage amounts for:	
a. Employee	**The lesser of $500,000 or 5 times Basic Yearly Earnings**
b. Spouse	**$250,000**
c. Child(ren)	**$10,000**

3. VOLUNTARY LIFE	VENDOR RESPONSE
7. What guarantee issue maximum is included in your proposal for: (the City is interested in any increases that can be provided at no additional increase in premiums)	
a. Employee	**The lesser of $200,000 or 5 times Basic Yearly Earnings**
b. Spouse	**$100,000**
c. Child(ren)	**$10,000**
If your guarantee issue varies with participation level, note the participation requirement for each level	**N/A**
8. a. How is the City notified when a participant needs evidence of insurability?	**We also offer a Real-Time EOI solution with select enrollment systems, which eliminates the need for an EOI data transfer file as members are able to launch the EOI application process directly from the enrollment system once they flag an employee is pending EOI for a ReliaStar product.** **Our EOI process is flexible based on the client need and enrollment system capabilities. We offer a variety of options around EOI submission, and allow for a combination of solutions if this best meets the client need.**
b. How is the City notified of a participant's approval or denial?	**For any of our Web EOI options the applicant has the choice of printing or saving their confirmation page or having a confirmation letter as well as a copy of the EOI form that was submitted for processing mailed to their home address. When a medical underwriting decision has been made, the applicant receives a Final Action Notice (FAN) that includes the amount of coverage decided. We complete all electronic evidence of insurability (EOI) updates via regularly scheduled, automated batch cycles.**
c. Are the costs for evidence of insurability health exams included in your rates?	**Yes**
d. Please confirm you will not require evidence of insurability at any time (e.g. initial enrollment, enrollment after 31 days of eligibility, etc.) for dependent child(ren) coverage to the maximum amount of coverage (e.g. $10,000).	**Confirmed**

3. VOLUNTARY LIFE	VENDOR RESPONSE
9. Does your policy include a waiver of premium provision?	**When premium is waived it includes Life Insurance, Accelerated Death Benefit, and Waiver of Premium. It generally does not include Dependent's Insurance, or any other benefits as elected under this certificate which were effective at the time of disability.**
a. Employee	**Yes**
b. Spouse	**No**
c. Child(ren)	**No**
10. a. Does your contract include a waiting period for Waiver of Premium?	**Yes**
b. If so, how long is the waiting period?	**Current waiting period is 9 months for waiver of premium.**
11. If you have a waiting period for waiver of premium and an employee is subsequently approved, are premiums waived back to the initial date of disability or only from the approval date of the waiver?	**When proof of total disability is approved, premiums are waived as of the date you become totally disabled.**
12. If an employee is approved for waiver of premium, are dependent life premiums waived also?	**When premium is waived, it includes Life Insurance, Accelerated Death Benefit, and Waiver of Premium. It generally does not include Dependent's Insurance, or any other benefits as elected under this certificate which were effective at the time of disability.**
13. a. How are waiver of premium claims reserved (percent of premium or claims)?	**The basis for calculating waiver of premium reserves is from the 2005 Society of Actuaries (SOA) Group Term Life Waiver Table. The reserve established depends on the age at date of disability and the duration of disability.**
What percentage is used?	**Percentages are considered proprietary.**
14. Describe any accelerated death benefit provision contained in your policy.	
a. Voluntary Employee	**75% of the amount of Basic and Supplemental Life Insurance in force, or $500,000, whichever is less.**
b. Voluntary Spouse	**50% of the amount of Supplemental Spouse Life Insurance in force, or $250,000, whichever is less.**

3. VOLUNTARY LIFE	VENDOR RESPONSE
c. Voluntary Child(ren)	**50% of the amount of Supplemental Children Life Insurance in force.**
15. Does your contract provide terminal liability for waiver of premium claims upon termination of your master contract?	**TERMINATION OF RIDER** **This rider terminates on the earliest of the following: • The date your life insurance terminates. • The date this rider is terminated for all Employees under the Policy. • The date this rider is terminated for the eligible class of Employees to which you belong. • The date life insurance coverage is being continued under the terms of the Portability Rider. This rider will not terminate while Premiums are being waived under the terms of this rider.**
16. What is the time period that a disabled employee must file for waiver of premium?	**We must receive an initial disability notice from the employee's company within 12 months of the last date worked.**
17. Will you agree to permit annual open enrollment periods at which time evidence of insurability will not be required?	**N/A**
18. Confirm your rates do not straddle Table 1.	**Confirmed**
19. Does your contract require that participants be active-at-work on the effective date of your contract?	**We are matching the current contract language.**
20. Does your continuation of coverage provision include employees currently disabled prior to 1/1/23?	**Not applicable as the current carrier.**
21. What is the assumed pooling level for the Voluntary Life?	**N/A**
22. Is this policy portable (i.e., can the employee retain the same coverage at essentially the same rate if he/she leave employment)?	
a. Employee	**Yes**
b. Spouse	**Yes**
c. Child(ren)	**Yes**
23. How do the rates for terminated employees who port coverage compare to active employees?	**The rates for ported individuals remain the same as the employer's active Supplemental Life Plan.**
24. Are there any restrictions on being able to port coverage (i.e., disabled, plan maximums, etc.)?	**Yes. Participants can never elect to increase their ported amount. The minimum portable amount is equal to the minimum active group plan.**

3. VOLUNTARY LIFE	VENDOR RESPONSE
25. Does your organization have the ability to administer the portability and conversion recordkeeping?	**Yes**
26. If the master contract terminates, do you continue to provide coverage to terminated employees who ported coverage under your contract?	**Yes**
27. At what point in the year is the City required to change the premium for participants who move into a new age bracket? (i.e., January 1, the renewal date, monthly)?	**We are matching in force provision. We are flexible with this provision and it's up to the City to determine how they would like to administer this. We can allow the City to make updates monthly, at policy anniversary, to align with the fiscal year, etc.**
28. What retention percentage was used to develop your proposed rates?	**This is based upon a percentage of premium which is considered proprietary.**
29. Do you agree to provide monthly paid premium, paid claims, enrollment and volume insured by age bracket, and waiver of premium claims on all reports?	**Agreed**
30. What benefit improvements are you willing to include at no additional cost to your proposed rates?	**There are no additional voluntary life benefits to note aside from the current benefits. If there are specific improvements that the City is interested in pursuing, we are open to discussing this.**
31. What additional services, if any, are included in your Voluntary Life contract (e.g., funeral planning, concierge services, EAP, etc.)	**Funeral Planning, Will Prep, Travel Assistance.**
32. a. At the first renewal (depending on how long you guarantee rates), how much credibility would be applied to the City's specific experience if enrollment remains as provided on the census?	**Our credibility formula uses expected (or actual if the case is large enough) deaths and also factors in the age/gender mix of the employee population. There is no set number of life years resulting in full credibility. We consider more detailed information related to our credibility formulas and methodology to be proprietary.**

3. VOLUNTARY LIFE	VENDOR RESPONSE
b. How much would this change by at the subsequent renewal?	**The following describes our current renewal rating process (Basic Life only). (We reserve the right to change and adjust our process at any time.) Using up to a 5-year period, the ratio of incurred claims to premium (adjusted to current rate) is applied to the current rate to determine an experience claim cost. The experience claim cost is blended with our manual claim cost using a credibility formula based on life years and the age/gender mix of the covered population. The blended claim cost is then divided by the desired loss ratio to determine the renewal rate. Incurred claims include actual paid and pending claims, changes in IBNR and Waiver of Premium reserves, and conversion/port charges. The desired loss ratio is determined by the specifics of the individual client.**
33. Do you agree you will deliver certificates of coverage for supplemental life to the City?	**Agreed**
34. Upon takeover, provide an explanation of when you will offer enrollments whereby an employee can increase their coverage for themselves or dependents. Please also explain the rules surrounding what an employee can do to enroll for the first time or increase coverage. Please provide all information under the following two scenarios. If these offerings add to the cost of coverage, please identify the additional increase in the rates.	

3. VOLUNTARY LIFE	VENDOR RESPONSE
a. First Contract Year	**The current participation is excellent on the Voluntary Life with approximately 49% of the population enrolled in the plan. With such high participation, it's difficult to offer a full open enrollment. However, we are able to offer a modified open enrollment for the January 1, 2023 renewal. The modified OE will allow:** **Employees: can elect up to 5 increments ($50,000), up to the Guarantee Issue, without having to provide EOI.** **Spouses: can elect up to 3 increments ($15,000), up to the Guarantee Issue, without having to provide EOI.** **Children: can elect $10,000 which is the policy maximum**
b. Annual Open Enrollments	**As the contract is currently written, increases at annual enrollments require EOI for all increased amounts. If the City thinks it would be more beneficial to allow annual increases, we can offer annual increases in lieu of the Modified Open Enrollment. Essentially, we are able to offer either the Modified Open Enrollment on 1/1/23 or Annual Increases for Current Participants. The Annual Increase feature would also apply to 1/1/23 so it may make sense to go that route. The following is how the annual increases would be set up (this is for current participants in the Vol Life program):** **Employees: can increase current coverage by up to 2 increments ($20,000), up to the GI, without having to provide EOI.** **Spouses: can increase current coverage by up to 2 increments ($10,000), up to the GI, without having to provide EOI**

4. VOLUNTARY AD&D	VENDOR RESPONSE
1. a. Can coverage for the spouse be elected if the employee does not elect coverage?	**Yes, as long as the employee has Basic Life coverage.**

4. VOLUNTARY AD&D	VENDOR RESPONSE
b. Can coverage for the dependent children be elected if the employee does not elect coverage?	**Yes, as long as the employee has Basic Life coverage.**
2. In what increments may coverage be purchased for:	
a. Employee	**$10,000 increments**
b. Spouse	**$5,000 increments**
c. Child(ren)	**Flat Benefit amount of $10,000**
3. What are the maximum coverage amounts for:	
a. Employee	**$500,000, not to exceed 5 times Basic Yearly Earnings**
b. Spouse	**$250,000**
c. Child(ren)	**$10,000**
4. Upon takeover, provide an explanation of when you will offer enrollments whereby an employee can increase their coverage for themselves or dependents. Please also explain the rules surrounding what an employee can do to enroll for the first time or increase coverage. Please provide all information under the following two scenarios. If these offerings add to the cost of coverage, please identify the additional increase in the rates.	
a. First Contract Year	**EOI is not required on the Voluntary AD&D. Coverage can be elected up to the maximum benefit, without EOI.**
b. Annual Open Enrollments	**EOI is not required on the Voluntary AD&D. Coverage can be elected up to the maximum benefit, without EOI.**
5. Do you agree you will deliver certificates of coverage for basic life and AD&D to the City?	**Agreed**

1. BASIC AND VOLUNTARY LIFE	OFFEROR RESPONSE
1. a. Does your policy include a conversion option for employee basic and voluntary life?	**Yes, both are included.**
b. Retiree basic life?	**Yes**

1. BASIC AND VOLUNTARY LIFE	OFFEROR RESPONSE
c. Can dependent life be converted? If so, what charges, if any, are passed on to the City?	**Yes. For conversions, Voya Employee Benefits' standard charge to experience is $100 per thousand of face amount continued if the active coverage had waiver of premium, $150 per $1,000 if the active coverage did not have waiver of premium. There are no charges to experience for coverage continued under our standard portability provision.**
d. How is this amount charged (to claims or retention)?	**For conversions, Voya Employee Benefits' standard charge is to the experience.**
e. What provisions apply to the conversion option if the master contract is terminated?	**Our group life policies contain a conversion privilege, which permits covered employees, covered spouses and eligible dependents to convert his/her life coverage to an individual whole life policy. The conversion must be applied for within 31 days after the termination of group coverage unless the group contract specifies a different time period. A conversion is made without evidence of insurability. Conversion rates are based on age and risk.**
2. Do you agree to provide a complete financial accounting report for this group? Please attach a sample of an actual report (naturally omitting any means of identifying the policyholder).	**Yes.** **Please see the Questionnaire Attachments for samples.**
3. How many weeks after the policy anniversary date will your financial accounting report be available?	**Financial information for the group will be supplied within 120 days of the anniversary date, provided all monthly premiums due for the policy year have been remitted within the respective grace periods. A Group Insurance Information Report form will be prepared by Voya Employee Benefits from our in-house databases which will include necessary information for the Employer's completion of the applicable section of Form 5500. The data includes paid premium, paid commissions and broker fees, and average number of lives covered for each product.**
4. a. At the first renewal (depending on the rate guarantee period), how much credibility would be applied to the City's specific experience if enrollment remains as provided on the census?	**Voya Employee Benefits' credibility weighting to experience used in pricing is based on the number of expected deaths by coverage. We consider more detailed information related to our credibility formulas and methodology to be proprietary.**
b. How much would this change at the subsequent renewal?	**N/A**
c. What percentage is used?	**N/A**

1. BASIC AND VOLUNTARY LIFE	OFFEROR RESPONSE
5. a. How are waiver of premium claims reserved (percent of premium or claims)?	**The basis for calculating waiver of premium reserves is from the 2005 Society of Actuaries (SOA) Group Term Life Waiver Table. The reserve established depends on the age at date of disability and the duration of disability.**
b. What percentage is used?	**The percentage is considered proprietary.**
c. Do you agree to provide your underwriting analysis as back up for any future renewals?	**Yes**
6. What retention percent was used in your rate development?	**This is based upon a percentage of premium which is considered proprietary.**
7. What desired loss ratio was used in the development of your premium rates?	**The desired loss ratio is determined by the specifics of each individual client with a variety of factors determining the desired loss ratio.**
8. What is the assumed pooling level for the Basic Life?	**N/A**
9. a. Please confirm you will not have a minimum participation requirement for the Supplemental Life. If not, please indicate the minimum participation required.	**We typically require 20% participation on Supplemental or voluntary life plans. The current participation level for the City of Chandler is acceptable.**
b. Please confirm you will underwrite the program based on the City's current voluntary life enrollment	**Confirmed.**
c. What happens if the minimum participation falls below the level stated in the contract (re-rate, termination)?	**If there are any material changes to the Plan Sponsor's schedule of benefits, or if the initial enrollment or population changes by more than 15%, the underwriter would have the right to adjust any of the rates.**

PERFORMANCE GUARANTEES

For each line of coverage offered, include performance guarantees you are willing to offer and the maximum you are willing to put at risk. The City is interested in guarantees around implementation, customer service call wait times, response to the Human Resource and Benefit team inquiries, timely and accurate payment of claims, etc.

2. PERFORMANCE GUARANTEES: LIFE INSURANCE and AD&D (Basic, Voluntary)		
Category	How Measured	Financial Penalty
Performance Guarantees are not part of the proposed offer. Normally, performance guarantees are offered when you are taking over business from another carrier.		

EXHIBIT B TO CHANDLER SERVICES AGREEMENT
COMPENSATION AND FEES

CITY OF CHANDLER
FINANCIAL EXHIBITS - Basic Life/AD&D Premium Rate Exhibit
Requested Plan Design
Effective January 1, 2023

Instructions: Complete all sections shaded in yellow. Do not add or delete rows or columns
End date should reflect the date for the end of your rate guarantee (format 12/31/xxxx).
Proposals that extend guarantees multiple years will receive greater consideration.

Effective Date:	1/1/2023
End Date:	1/1/2026

	Volume of Insurance	Monthly Cost Per $1,000 of Benefit	Can you match this benefit (Y/N)
Basic Life Insurance Rate	$141,601,000	$0.070	
AD&D Rate	$118,444,000	$0.020	
Benefit Schedule			
Class 1: City Manager	The lesser of: 1.5 x BYE or $400,000; Minimum benefit of $50,000		Y
Class 2: City Attorney, City Clerk, City Magistrate, Presiding City Magistrate	The lesser of: 1.5 x BYE or $400,000; Minimum benefit of $50,000		Y
Class 3: City Council Members	Flat $50,000		Y
Class 4: All Regular Status Employees	The lesser of: 1 x BYE or $200,000; Minimum benefit of $50,000		Y
Class 5: Retirees	50% of the amount of coverage in-force prior to retirement date, not to exceed $50,000		Y
	Proposed Benefit		
Guarantee Issue Limit	Equal to the Plan Maximum ($400,000)		
Age Reductions	65% at age 70, 50% at age 75		
Waiver of Premium (Y/N)	Yes		
Premium Waiver Elimination Period	No		
Accelerated Death	75% up to $500,000		
Conversion Privilege (Y/N)	Yes		
Portability Option (Y/N)	Yes		

Comments (Please note where you cannot match the current benefit exactly)
*Included within the Basic Life rate is $1,000 of Basic Dependent Life Insurance (Spouse & Child)

Authorized Signature	
Vendor Name	Reliastar Life Insurance Company
Vendor Address	Minneapolis, MN

CITY OF CHANDLER

FINANCIAL EXHIBITS - AD&D Benefit Comparison Exhibit

January 1, 2023

For Loss of:	Current Benefit:	Proposed Benefit:
Life	Full Amount	Matching Current
Loss of Both Hands	Full Amount	Matching Current
Loss of Both Feet	Full Amount	Matching Current
Loss of Entire Sight of Both Eyes	Full Amount	Matching Current
Loss of One Hand AND One Foot	Full Amount	Matching Current
Speech AND Hearing (both ears)	Full Amount	Matching Current
Loss of One Hand AND Sight of One Eye	Full Amount	Matching Current
Loss of One Foot AND Sight of One Eye	Full Amount	Matching Current
Either Hand OR Foot (One Limb)	1/2 of Full Amount	Matching Current
Sight of One Eye	1/2 of Full Amount	Matching Current
Speech OR Hearing (both ears)	1/2 of Full Amount	Matching Current
Thumb AND Index Finger of Same Hand	1/4 of Full Amount	Matching Current
Quadriplegia	Full Amount	Matching Current
Paraplegia	3/4 of Full Amount	Matching Current
Hemiplegia	1/2 of Full Amount	Matching Current
Seat Belt Benefit:		
Benefit Amount	10%	Matching Current
Maximum Benefit Payment	$10,000	Matching Current
Air Bag Benefit:		
Benefit Amount	5%	Matching Current
Maximum Benefit Payment	$5,000	Matching Current
Higher Education Benefit:		
Benefit Amount	5% per year	Matching Current
Maximum Annual Benefit Amount	$3,000 per year	Matching Current
Total Maximum Benefit Amount	$12,000	Matching Current
Maximum Benefit Period	4 years	Matching Current
Child Care Benefit:		
Benefit Amount	5% per year	Matching Current
Maximum Annual Benefit Amount	$10,000 per year	Matching Current
Transportation Benefit	2% to a maximum of $2,000	Matching Current
Occupational Assault Benefit	An additional AD&D Amount equal to the AD&D amount otherwise payable for this loss up to a maximum of $10,000	Matching Current
Coma	2% monthly up to 12 mos (total maximum $24,000)	Matching Current
Other Benefits Offered:		

Authorized Signature	
Vendor Name	Reliastar Life Insurance Company
Vendor Address	Minneapolis, MN
Contact Phone Number	925-989-3871 (Sales Rep)

CITY OF CHANDLER

FINANCIAL EXHIBITS - Voluntary Life Premium

Effective January 1, 2023

Instructions: Complete all sections shaded in yellow. Do not add or delete rows or columns or alter descriptions.
End date should reflect the date for the end of your rate guarantee (format 12/31/xxxx).
Proposals that extend guarantees multiple years will receive greater consideration.

Express all rates on a per $1,000 of benefit basis. Rates should not straddle IRS Table 1 rates.

Effective Date:	1/1/2023	End Date:	1/1/2026

Non-Tobacco	Assumed Volume Monthly			Monthly Rate Per $1,000 of Benefit		
Age Band	Employee	Spouse	Children	Employee	Spouse	Child
0-24	$1,730,000	$10,000		$0.050	$0.050	
25-29	$5,760,000	$1,245,000		$0.060	$0.060	
30-34	$9,400,000	$2,440,000		$0.080	$0.080	
35-39	$16,590,000	$4,840,000		$0.090	$0.090	
40-44	$23,980,000	$7,260,000		$0.138	$0.138	
45-49	$33,420,000	$8,625,000		$0.216	$0.216	
50-54	$27,550,000	$7,910,000		$0.400	$0.400	
55-59	$10,430,000	$1,770,000		$0.795	$0.795	
60-64	$4,210,000	$1,215,000		$1.305	$1.305	
65-69	$490,000	$85,000		$2.060	$2.060	
70-74	$110,000	$10,000		$2.060	$2.060	
75+	$50,000	$0		$2.060	$2.060	
Child(ren)			$4,160,000			$0.123
AD&D	$163,110,000	$66,490,000		$0.035	$0.035	
AD&D			$4,350,000			$0.035

Tobacco	Assumed Volume Monthly			Monthly Rate Per $1,000 of Benefit		
Age Band	Employee	Spouse	Children	Employee	Spouse	Child
0-24	$0	$0		$0.050	$0.050	
25-29	$120,000	$175,000		$0.082	$0.082	
30-34	$820,000	$100,000		$0.106	$0.106	
35-39	$200,000	$0		$0.144	$0.144	
40-44	$120,000	$0		$0.234	$0.234	
45-49	$810,000	$435,000		$0.374	$0.374	
50-54	$370,000	$255,000		$0.676	$0.676	
55-59	$450,000	$180,000		$1.030	$1.030	
60-64	$100,000	$35,000		$1.550	$1.550	
65-69	$100,000	$90,000		$2.220	$2.220	
70-74	$32,500	$16,250		$2.220	$2.220	
75+	$0	$0		$2.220	$2.220	
AD&D	$3,500,000	$1,970,000		$0.035	$0.035	

Benefit Schedule			
Benefit Increment	$10,000	$5,000	$10,000
Maximum Benefit	$500,000 or 5x	$250,000	$10,000
Guarantee Issue Limit	$200,000 or 5x	$100,000	$10,000

Age Reductions	65% at age 70, 50% at age 75
Premium Waiver Included (Y/N)	Yes
Premium Waiver Elimination Period	No Elimination Period
Accelerated Death	75% up to $500,000
Conversion Privilege (Y/N)	Yes
Portability Option (Y/N)	Yes
Minimum Participation Requirement	N/A - we agree to the current participation levels

Comments

The Tobacco rate table above does not list enough age bands. The in force Tobacco rates are $0.05 for ages <20 and $0.07 for ages 20-24. The table above only gives the option to put in a rate for ages 0-24. Our intent is to match the in force rates. In the above table, for the 0-24 age band, I have input a rate of $0.05 but

Authorized Signature	Kristen J. Sinner
Vendor Name	Reliastar Life Insurance Company
Vendor Address	Minneapolis, MN
Contact Phone Number	925-989-3871 (Sales Rep)

CITY OF CHANDLER
FINANCIAL EXHIBITS - Voluntary Life Premium Exhibit
Effective January 1, 2023

Authorized Signature	
Vendor Name	Reliastar Life Insurance Company
Vendor Address	Minneapolis, MN
Contact Phone Number	925-989-3871 (Sales Rep)

Voluntary Life Benefit Plan Design

Benefit Maximum	Current	Proposed
Employee	$500,000	$500,000
Spouse*	$250,000	$250,000
Child(ren)* birth to age 26	$10,000	$10,000
Increments		
Employee	$10,000	$10,000
Spouse	$5,000	$5,000
Child(ren)* birth to age 26	$1,000	$10,000
Guarantee Issue		
Employee	$200,000	$200,000
Spouse	$100,000	$100,000
Child(ren)* birth to age 26	$10,000	$10,000
Other		
Waive actively at work	N/A	N/A
One-Time Initial Open Enrollment	N/A	See Comments Below
Portability Feature	Yes	Yes
Conversion Option	Yes	Yes
Accelerated Death/Terminal Illness	Up to 50% of the amount of life insurance: max $250k	Up to 75% of the amount of life insurance: max $500K
Waiver of Premium	Yes/no waiting period	Yes/no waiting period
Minimum EE Participation Requirements	N/A	N/A
Enrollment changes that trigger a re-rate	N/A	N/A
Are you able to match the current voluntary life benefit exactly?		Yes
Are you able to match or improve the current limitations and exclusions as stated in the voluntary life booklet?		Yes

*The amount of insurance for a dependent can be no more than 50% of the employee's total Basic and Supplemental Life Insurance amount.

Comments
[illegible] program. These guidelines would apply during annual enrollment each year and would apply to employees currently participating in the Voluntary Life program. *Employees can increase their coverage by up to three increments ($30,000) at each Annual Enrollment, up to the Guarantee Issue (GI), without having to provide Evidence of Insurability (EOI)

EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for

products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Cyber Errors and Omissions Liability including Network Security and Privacy Liability*

For Contracts under $500,000

Minimum Limits:

Per Loss	$	3,000,000
Aggregate	$	3,000,000

For Service Contracts over $500,001

Minimum Limits:

Per Loss	$	5,000,000
Aggregate	$	5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.
If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract.

If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

a. The policy shall provide a waiver of subrogation

Additional Policy Provisions Required.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must

submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

CONTRACT DOCUMENT 4
PROTECTED HEALTH INFORMATION CONFIDENTIALITY AGREEMENT

This Protected Health Information Confidentiality Agreement (the "Agreement") is entered into as of _____ (the "Agreement Effective Date") by and between ReliaStar Life Insurance Company or its affiliate ReliaStar Life Insurance Company of New York (the "Company"), and City of Chandler (the "Employer"). Employer shall be referred to herein as a "Disclosing Party".

RECITALS

A. The Employer is seeking to purchase or has purchased a group life insurance policy, which includes Accidental Death and Dismemberment coverage (the "Policy") from the Company to cover employees.

B. The Disclosing Party may provide or disclose Protected Health Information (as defined below) to the Company in connection with the underwriting or payment of claims under the Policy.

C. The purpose of this agreement is to limit the use and disclosure of PHI by the Company to the purposes provided for herein and to provide reasonable assurances to Disclosing Party that the Company will maintain appropriate safeguards to protect PHI from any use or disclosure contrary to this Agreement and the Privacy Rule and Security Rule to the extent applicable (each as defined below).

SECTION 1: DEFINITIONS

1.1 Breach. "Breach" shall have the same meaning given to such term in 45 C.F.R. § 164.402, as may be amended from time to time.

1.2 Data Aggregation. "Data Aggregation" shall mean, with respect to Protected Health Information received by the Company, the combining of such Protected Health Information with Protected health information received by the Company under other stop-loss policy or policies, to permit data analyses as they relate to Health Care Operations.

1.3 Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R § 164.501, as may be amended from time to time.

1.4 Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as "electronic protected health information" in 45 C.F.R. § 160.103, as may be amended from time to time.

1.5 Health Care. "Health Care" shall have the same meaning as the term "health care" in 45 C.F.R. § 160.103, as may be amended from time to time.

1.6 Health Care Operations. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 C.F.R. § 164.501, as may be amended from time to time and shall include, but not be limited to, underwriting of the Policy including activities of the Company for the reinsurance of the Policy.

1.7 Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R § 160.103 and shall include a person's personal representative who is treated as the Individual in accordance with 45 C.F.R § 164.502(g), as each may be amended from time to time.

1.8 Limited Data Set. "Limited Data Set" shall have the same meaning as the term "limited data set" in 45 C.F.R. § 164.514(e), as may be amended from time to time.

1.9 Payment. "Payment" shall mean the same meaning as payment in 45 C.F.R. § 164.501, as may be amended from time to time, and shall include activities for the purpose of obtaining payment under the Policy and shall include, but not be limited to, Policy claim review, assessing primary and secondary coverage as between the Policy and the Group Health Plan under coordination of benefit provisions, pursuing subrogation claims and rights and submission of claim information under reinsurance policies or treaties between the Company and an insurance company that provides reinsurance benefits to the Company with respect to the Policy.

1.10 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R part 160 and part 164, subparts A and E, as may be amended from time to time, as applied to the Company's use and disclosure of PHI provided for in this Agreement.

1.11 Protected Health Information ("PHI"). "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R § 160.103, as may be amended from time to time, limited to the information received by the Company from any Disclosing Party.

1.12 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R § 164.103, as many be amended from time to time.

1.13 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.14 Security Rule. "Security Rule" shall mean the Security Standards at 45 C.F.R. Parts 160 and Part 164, Subparts A and C, as may be amended from time to time, as applied to the Company's use and disclosure of PHI provided for in this Agreement.

1.15 Transactions. "Transactions" shall have the same meaning as the term "transactions" in 45 C.F.R. § 164.103, as may be amended from time to time.

1.16 Unsecured PHI. "Unsecured PHI" shall have the same meaning given to such term under 45 C.F.R. § 402), as may be amended from time to time.

SECTION 2: LIMITED DATA SET - PERMITTED USES AND DISCLOSURES

2.1 Permitted Uses and Disclosures. The Company may use PHI provided to it in the form of a Limited Data Set solely for the underwriting of the Policy. Except as provided for in Section 3 of this Agreement, the Company shall not use or disclose PHI under this Section for any other purpose.

2.2 Identification. The Company agrees not to undertake any action during the underwriting process and the placement of the Policy which may cause the PHI, including the Limited Data Set, to identify any Individual, nor shall the Company knowingly contact any Individual whose PHI is included in the Limited Data Set.

2.3 Policy Not Issued. Upon conclusion or termination of the underwriting process in which the Policy is not issued by the Company, the Company shall destroy any property received from any party which may be in the Company's possession including all PHI, confidential information, products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same, including without limitation any of the foregoing recorded on any computer or any machine readable medium.

SECTION 3: PHI – PERMITTED USES AND DISCLOSURES

3.1 Purpose of PHI Disclosure. The Disclosing Party may provide and disclose PHI to the Company for underwriting of the Policy.

3.2 Permitted Uses. The Company may use PHI received from the Disclosing Party solely for the purpose for which it is provided as specified in Section 3.1 of this Agreement.

3.3 Permitted Disclosures. The Company may disclose PHI for underwriting and the payment of claims under the Policy provided that the Company obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon the Company pursuant to this Agreement) and the person agrees to notify the Company of any use or disclosure of PHI of which it becomes aware in which the confidentiality of the information has been breached.

3.4 Required by Law. The Company may disclose the PHI if and to the extent that such disclosure is Required by Law.

3.5 Data Aggregation. The Company may use PHI to provide Data Aggregation services, including use of PHI for statistical compilations, reports, research and all other purposes allowed under applicable law.

3.6 De-identified Data. The Company may create de-identified PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b), as may be amended from time to time, and may use or disclose such de-identified data for any purpose.

SECTION 4: OBLIGATIONS OF THE COMPANY

4.1 Privacy of PHI. The Company will maintain appropriate safeguards to reasonably protect PHI from any intentional or unintentional use or disclosure contrary to this Agreement and the Privacy Rule.

4.2 Security of PHI. The Company shall ensure that its information security programs include appropriate administrative, physical and technical safeguards designed to prevent the use or disclosure of confidential information, such as the PHI received by the Company, contrary to this Agreement and the Security Rule.

4.3 Notification of Disclosures. The Company will report to the Disclosing Party any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

4.4 Notification of Breach. The Company will notify the Disclosing Party of any Breach of Unsecured PHI as soon as practicable, and no later than 30 days after discovery of such Breach. The Company's notification of a Breach will include: (a) the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by the Company to have been, accessed, acquired or disclosed during the Breach; and (b) any particulars regarding the Breach that the Employer would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404, as may be amended from time to time.

4.5 Mitigation. To the extent practicable, the Company will cooperate with the Disclosing Party's efforts to mitigate a harmful effect that is known to the Company of a use or disclosure of PHI not provided for in this Agreement.

4.6 HIPAA Compliance Support. The Company agrees to make internal practices, books, and records, including policies and procedures of its information security program, relating to the use and disclosure of confidential information, such as the PHI received by the Company, available to the Secretary, as requested by the Employer, or designated by the Secretary, for purposes of the Secretary determining the Employer's compliance with the Privacy Rule.

SECTION 5: OBLIGATIONS OF THE DISCLOSING PARTIES

5.1 Privacy Practices. The Employer will notify the Company of any changes to the limitation(s) in the Employer's notice of privacy practices in accordance with 45 C.F.R. § 164.520, as amended from time to time, to the extent that such a limitation may affect the Company's use or disclosure of PHI under this Agreement. The Employer will provide such notice no later than 15 days prior to the effective date of the limitation. The Employer confirms that the it's privacy notice discloses the use and disclosure of PHI for Health Care Operations and Payments as permitted by this Agreement.

5.2. Minimum Necessary. Disclosing Party shall limit PHI to the minimum necessary to accomplish the permitted uses and disclosures of the Company provided for in this Agreement when providing or disclosing PHI to the Company in accordance with 45 C.F.R. § 164.502(b) and 45 C.F.R. § 164.514(d), as each may be amended from time to time.

5.3. Payment and Health Care Operations Standards. Disclosing Party shall ensure that the use and disclosure of PHI by the Company complies with the standards of 45 C.F.R. § 164.506, as may be amended from time to time.

5.4 Electronic PHI. Disclosing Party shall not provide Electronic PHI to the Company in the form of "unsecured protected health information" as defined in 45 C.F.R. § 164.402, as may be amended from time to time.

6. TERM AND TERMINATION

6.1 Term. This Agreement will commence as of the Agreement Effective Date and will terminate in accordance with Section 2.3 or upon the termination of the Policy.

6.2 Termination for Cause. Upon either party's knowledge of a material breach by the other party of this Agreement, such party will provide written notice to the breaching party detailing the nature of the breach and providing an opportunity to cure the breach within 30 business days. Upon the expiration of such 30 day cure period, the non-breaching party may terminate this Agreement and, at its election, the Policy, if cure is not possible.

6.3 Effect of Termination. Upon termination of this Agreement or the Policy, the Company will: (a) extend the protections of this Agreement to all PHI retained by Company; (b) limit further uses and disclosures of such PHI to those purposes provided for in this Agreement for so long as the Company maintains such PHI; and (c) where possible, only disclose such PHI to a third party if the information has been de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b), as may be amended from time to time. The parties acknowledge and agree that it is not feasible for the Company to return or destroy all PHI received by the Company under this Agreement; provided, however, that the Company's retention of PHI upon the termination of the Agreement or the Policy shall be solely for the purposes of complying with state record retention and insurance regulatory requirements applicable to the Policy and the Company as a licensed insurance company and for the Company's reinsurance obligations under reinsurance policies or treaties covering the Policy.

SECTION 7: SURVIVAL

The respective rights and obligations of the parties under Section 6.3 of this Agreement will survive the termination of this Agreement and the Policy.

SECTION 8: GENERAL

8.1 Relationship of the Parties under HIPAA. Disclosing Party agrees and acknowledges that the Company does not perform any function or service on behalf of any Group Health Plan and this Agreement should not be construed and does not establish any contractual relationship for services. The Company is not an agent or sub-contractor of any Disclosing Party or any Group Health Plan. Each Disclosing Party acknowledges and agrees that the Company does not provide Health Care to or for

any Individual either directly or indirectly on behalf of any Group Health Plan. The Company does not conduct Transactions with any Group Health Plan or any Disclosing Party on behalf of any Group Health Plan and any Electronic PHI provided to the Company for the purposes of this Agreement shall not be subject to the administrative requirements of 45 C.F.R. § 162, as may be amended from time to time. Disclosing Party does not intend for the Company to maintain any PHI in a Designated Record Set.

8.2. Governing Law. This Agreement is governed by, and will be construed in accordance with, the laws of the state in which the Policy is issued.

8.3 Legal Actions. Any action relating to this Agreement must be commenced within one year after the date upon which the cause of action accrued.

8.4 Successors and Assigns. This Agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party. No party may assign this Agreement without the prior written consent of Company, which will not be unreasonably withheld.

8.5 Severability. If any part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

8.6 Notices. All notices relating to the parties' legal rights and remedies under this Agreement will be provided in writing to a party, will be sent to its address set forth in the Policy, or to such other address as may be designated by that party by notice to the sending party, and will reference this Agreement.

8.7 Amendment and Waiver. This Agreement may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of the parties. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than the Disclosing Parties and the Company.

8.8 Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter.

8.9. Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify, or affect the meaning or construction of any of the terms or provisions hereof.

8.10. Counterparts. This Agreement may be signed in counterparts, which together will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the Agreement Effective Date.

ReliaStar Life Insurance Company and its affiliate ReliaStar Life Insurance Company of New York	**EMPLOYER** **City of Chandler**
_____ **Address:** 20 Washington Avenue South Minneapolis, Minnesota 55401	_____ **Address:**
Krista J Snow _____ **Signed** Krista Snow _____ **Name** Vice President _____ **Title** November 2, 2022 _____ **Date**	_____ **Signed** _____ **Name** _____ **Title** _____ **Date**

APPROVED AS TO FORM:

By: _____
City Attorney RSL

ATTEST:

By: _____
City Clerk