

YOUR CRITICAL ILLNESS INSURANCE PLAN

For Employees of
Baystate Health

**GROUP CRITICAL ILLNESS INSURANCE
CERTIFICATE OF COVERAGE**

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

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

POLICYHOLDER: Baystate Health
GROUP POLICY NUMBER: 31329-7CCI
POLICY EFFECTIVE DATE: January 1, 2018
GOVERNING JURISDICTION: Massachusetts

THIS IS LIMITED BENEFIT COVERAGE.

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

ReliaStar Life Insurance Company (We, Us, Our) certifies that We have issued the group Policy listed above to the Policyholder. The Policy is available for You to review if You contact the Policyholder for more information. **This is Your Certificate as long as You are eligible for coverage and You become insured. Please read it carefully and keep it in a safe place.** This Certificate replaces any other Certificates We may have given You under the Policy.

This Certificate summarizes and explains the parts of the Policy which apply to You. The Certificate is part of the group Policy but by itself is not a policy. Your coverage may be changed under the terms and conditions of the Policy. The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

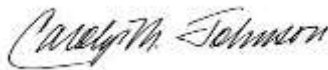
For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. standard time at the Policyholder's address and end at 12:00 midnight standard time at the Policyholder's address.

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

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

Limitations or exclusions may apply. Please read Your Certificate carefully. Benefits may also be limited or reduced based on the attainment of certain ages.

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



President



Secretary

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California residents:

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

Florida Residents -

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

SCHEDULE OF BENEFITS

EMPLOYER: Baystate Health

GROUP POLICY NUMBER: 31329-7CCI

ELIGIBLE CLASS(ES)

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

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

Temporary and seasonal workers are excluded from coverage.

MINIMUM HOURS REQUIREMENT FOR ALL ACTIVE BAYSTATE AND BAYCARE EMPLOYEES

16 hours per week

MINIMUM HOURS REQUIREMENT FOR ALL ACTIVE BVNAH EMPLOYEES

15 hours per week

ELIGIBILITY WAITING PERIOD

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

For persons entering an eligible class after the Policy effective date: None

WHO PAYS FOR THE COVERAGE

You pay the cost of Your coverage.

MAXIMUM BENEFIT AMOUNT

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

CRITICAL ILLNESS BENEFITS

Critical Illness Module:

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

Module A:

Covered Illness	Percent of Maximum Benefit Amount Payable
Deafness	100%
Blindness	100%
Benign Brain Tumor	100%
Occupational HIV	100%

Cancer Module :

Covered Illness	Percent of Maximum Benefit Amount Payable
Cancer	100%
Carcinoma in Situ (CIS)	25%
Skin Cancer	10%

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

DEFINITIONS

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

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

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

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

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

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

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

Blindness means clinically proven irreversible reduction of sight in both eyes certified by an ophthalmologist with:

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

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

The diagnosis of Cancer must be established according to the criteria of the American Board of Pathology or the American Joint Committee on Cancer. This requires looking at the suspect tumor, tissue or specimen at the microscopic level such that malignancy may be determined. A clinical diagnosis of Cancer will be accepted as evidence that Cancer exists in You when a pathological diagnosis can not be made, provided the medical evidence substantially documents the diagnosis of Cancer.

Conditions such as the following are not considered Cancer for the purposes of the Policy:

- Basal cell carcinoma and squamous cell carcinoma of the skin;
- Carcinoma In Situ;
- Melanoma that is diagnosed as Breslow's classification less than 0.75mm;
- Pre-malignant conditions or polyps;
- Any other benign or nonmalignant condition.

Carcinoma in Situ (CIS) means tumor cells tending toward malignancy but that do not invade the underlying tissue (i.e. malignant cells confined to the epithelium without penetration of the basement membrane). This diagnosis must be confirmed by a study of the suspect tissue in a pathologic specimen that meets the American Joint Committee on Cancer or the American Board of Pathology criteria.

Cancers such as the following are not considered Carcinoma In Situ:

- Basal cell carcinoma and squamous cell;
- Carcinoma of the skin;
- Melanoma that is diagnosed as Breslow's classification less than 0.75mm; or
- Pre-malignant conditions or conditions with malignant potential.

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

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

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

The condition must require intubation for respiratory assistance.

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

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

Critical Illness means any of the following as defined:

- Benign Brain Tumor;
- Blindness;
- Cancer;
- Carcinoma in Situ;
- Coma;
- Coronary Artery Bypass;
- Deafness;
- End Stage Renal (Kidney) Failure;
- Heart Attack;
- Major Organ Failure;Occupational HIV;
- Permanent Paralysis;
- Skin Cancer; or
- Stroke.

Deafness means profound deafness in both ears that is not correctable.

Diagnosis of Deafness must be made by an otolaryngologist or another Doctor familiar with the diagnosis of Deafness.

Doctor means a person other than You or any family member, who is licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical doctor. If so, then this definition includes persons recognized as qualified to treat the condition for which claim is made by the state in which treatment is received.

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

Employee means a person 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.

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

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

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

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

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

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

Insured Person means a person who is eligible for coverage under the Policy, becomes covered according to the terms of the Policy, and whose coverage remains in effect according to the terms of the Policy.

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

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

Occupational HIV means contracting of HIV (Human Immunodeficiency Virus) caused by an accidental needle stick or other accidental sharp injury or accidental mucous membrane exposure to blood or bloodstained bodily fluid while at work and performing normal occupational duties. Such exposure must have occurred during the 12 months preceding the first diagnosis of HIV.

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

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

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

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

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

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

The Skin Cancer diagnosis must be confirmed by a study of the suspect tissue in a pathologic specimen that meets the American Joint Committee on Cancer or the American Board of Pathology criteria.

Skin Cancer includes:

- Basal cell carcinoma and squamous cell;
- Carcinoma of the skin; and
- Melanoma that is diagnosed as Breslow's classification less than 0.75mm.

Skin Cancer does not include pre-malignant conditions or conditions with malignant potential.

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

Stroke does not include:

- Transient ischemic attacks (TIA).
- Ischemic disorders of the vestibular system.
- Brain injury related to trauma or infection.
- Brain injury associated with hypoxia/anoxia or hypotension.

We, Us and **Our** means ReliaStar Life Insurance Company.

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

GENERAL PROVISIONS

ELIGIBILITY

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

- The Policy effective date.
- The day after You complete Your Eligibility Waiting Period.

EFFECTIVE DATE OF COVERAGE

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

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

EFFECTIVE DATE OF CHANGES TO COVERAGE

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

- The date of the increased or additional coverage, if You are in Active Employment.
- The date You return to Active Employment, if You are not in Active Employment due to injury or sickness.

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

LEAVE OF ABSENCE

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

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

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

If You are on a Leave of Absence other than an FMLA or State FML Leave of Absence, and if premium is paid, Your coverage will be continued through the end of 3 months that immediately follows the month in which the Leave of Absence begins.

If You are on a Leave of Absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law, Your coverage may be continued until the end of the later of:

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

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

If Your coverage is not continued during an FMLA or State FML Leave of Absence, and You return to Active Employment immediately following the end of the FMLA or State FML Leave of Absence, Your coverage will be reinstated effective the date You return to Active Employment..

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

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

TERMINATION OF COVERAGE

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

- The date the Policy terminates.
- The date You are no longer in an eligible class.
- The date Your eligible class is no longer covered.
- The date You voluntarily cancel Your coverage.
- The end of the period for which You paid premiums, if You stop making a required premium contribution, subject to the grace period.
- The end of the Policyholder's grace period, if the Policyholder does not remit premium to Us by the end of such period.
- The last day You are in Active Employment except as provided under a covered Leave of Absence.

We will provide coverage for a payable claim that occurs while You are covered under the Policy.

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

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

POLICY TERMINATION

The Policy can be terminated either by Us or by the Policyholder.

We may terminate the Policy for any of the following reasons:

- There is less than 30% participation of those eligible persons who pay all or part of their premium for the Policy.
- The Policyholder does not promptly provide Us with information that is reasonably required.
- Fewer than 25 persons are insured under the Policy.
- The premium is not paid in accordance with the provisions of the Policy.
- We determine that there is a significant change in the size, occupation or age of the eligible class(es) as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder and/or its persons.
- We stop providing the type of coverage under this Policy to all groups in the Policy issue state.

We reserve the right to review and terminate all class(es) covered under the Policy if any class(es) cease(s) to be covered.

If the Policyholder fails to pay the full premium due by the end of the grace period, the Policy will terminate according to the GRACE PERIOD provision.

If We terminate the Policy for reasons other than the Policyholder's failure to pay premiums, written notice will be mailed to the Policyholder at least 60 days prior to the termination date.

The Policyholder may terminate the Policy by written notice delivered to Us at Our home office prior to the termination date. When both the Policyholder and We agree, the Policy can be terminated on an earlier date.

If the Policyholder or We terminate the Policy, coverage will end at 12:00 midnight standard time at the Policyholder's address on the termination date.

If the Policy is terminated, the cancellation will not affect a payable claim.

PORTABILITY

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

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

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

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

Premiums will be billed directly to You. Continued premium payment is required to keep coverage in force. The initial premium will be based on the portability premium rates in effect at the time You apply for portability. We may change the portability premium rates at any time upon 60 days written notice to You.

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

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

GRACE PERIOD

The Policyholder has a grace period of 60 days for the payment of any premium due except the first. During the grace period the Policy will remain in force. If full payment is not received by Us by the end of the grace period, the Policy will automatically terminate at the end of the grace period. The Policyholder is required to pay a pro rata premium for any period the Policy was in force during the grace period. There is no grace period if the Policyholder gives Us advance written notice of termination, or if We have given the Policyholder advance written notice of termination as described under the POLICY TERMINATION provision.

If You are on portability, You also have a grace period of 31 days for the payment of any premium due. During the grace period Your coverage will remain in force. If full payment is not received by Us by the end of the grace period, Your coverage will automatically terminate at the end of the grace period. A pro rata premium payment is required for any period Your coverage was in force during the grace period.

REPRESENTATIONS NOT WARRANTIES

We consider any statements the Policyholder and You make in an application to be representations and not warranties. No statements made by You will be used to reduce or deny any claim or to cancel Your coverage unless both of the following are true:

- The statement is in writing and is signed by You.
- A copy of that statement is given to You, Your beneficiary or Your personal representative.

INCONTESTABILITY

Except in the case of fraud, no statement made by You in an application relating to Your insurability will be used to contest the insurance for which the statement was made after the coverage has been in force for two years during Your lifetime.

CLERICAL ERROR

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

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

If the Policyholder gives Us information about You that is incorrect, We will do both of the following:

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

MISSTATEMENT OF AGE OR TOBACCO USE STATUS

If premiums are based on Your age or tobacco use status and You have misstated Your age or tobacco use status, We will make a fair adjustment of benefits to reflect the amount that the premium paid would have purchased at Your true age or tobacco use status. We may require satisfactory proof of Your age before paying any claim.

OTHER INSURANCE WITH US

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

ASSIGNMENT

No assignment of benefits under the Policy is valid, unless otherwise specified in the Policy.

AGENCY

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

CONFORMITY WITH STATE STATUTES

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

CHANGES TO POLICY OR CERTIFICATE

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

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

CRITICAL ILLNESS BENEFITS

Benefits are payable up to the maximum benefit amount shown on the SCHEDULE OF BENEFITS for each Critical Illness.

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

CRITICAL ILLNESS MODULE

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

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

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

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

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

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

MODULE A

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

BENEFITS FOR DEAFNESS, BLINDNESS and BENIGN BRAIN TUMOR are payable when We receive due proof of such condition which is diagnosed after Your coverage effective date (including the effective date of any changes to coverage).

BENEFITS FOR OCCUPATIONAL HIV are payable when We receive due proof of such condition which is diagnosed after Your coverage effective date (including the effective date of any changes to coverage). The accident must be reported in accordance with the established occupational procedures for such accidents. You must have undergone a blood test within five days of the accident. Such test must indicate the absence of HIV or antibodies to such a virus. The accident follow-up must include a subsequent blood test within 12 months following the accidental exposure indicating the presence of HIV or antibodies to such a virus.

The date of diagnosis of Occupational HIV is the date on which the follow-up blood test results are received.

CANCER MODULE

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

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

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

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

EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

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

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

CLAIMS

NOTICE OF CLAIM

Written notice of Your claim should be given to Us within 30 days after the date of loss. The notice may be given to Us at Our home office or to Our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

The claim form is available from the Employer or You can request a claim form from Us. If You do not receive the form from Us within 15 days of Your request, You may send Us written proof of claim without waiting for the form. If such written proof of claim covers the occurrence, character and extent of the loss within the time period below for proof of claim, You will be deemed to have complied with the requirements for providing proof of claim.

FILING A CLAIM

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

PROOF OF CLAIM

You must send Us written proof of Your claim within 90 days after the date of loss. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. However, in any event, You must provide proof of claim no later than 1 year after the time proof is otherwise required, except in the absence of legal capacity.

PHYSICAL EXAMINATION

We may require You to be examined by one or more Doctors or other medical practitioners of Our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while Your claim is pending. We may also require You to be interviewed by Our authorized representative. Failure to comply with this request may result in denial or termination of benefits.

BENEFIT PAYMENTS

Benefits are payable to You unless otherwise specified. Once a claim has been approved, We will make payment as soon as possible but no more than 60 days after receipt of proof of claim. Any accrued benefits that are payable at the time of Your death will be paid to Your estate.

LEGAL ACTION

You can start legal action regarding a claim no earlier than 60 days after written proof of claim has been given to Us, and no later than three years from the time proof of claim is required, unless otherwise provided under federal law. Nothing in this provision waives, extends or tolls any applicable statute of limitations governing any claim relating in any way to Your coverage.

SPOUSE CRITICAL ILLNESS RIDER
RELIASTAR LIFE INSURANCE COMPANY
20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER : Baystate Health
GROUP POLICY NUMBER: 31329-7CCI

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

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SCHEDULE OF BENEFITS

WHO PAYS FOR THE COVERAGE

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

MAXIMUM BENEFIT AMOUNT

Choice of \$5,000 or \$10,000

CRITICAL ILLNESS BENEFITS

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

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

DEFINITIONS

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

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

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

GENERAL PROVISIONS

ELIGIBILITY

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

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

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

EFFECTIVE DATE

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

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

EFFECTIVE DATE OF CHANGES TO COVERAGE

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

- The date of the increased or additional coverage, if You are in Active Employment.
- The date You return to Active Employment, if You are not in Active Employment due to injury or sickness.

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

TERMINATION

This rider terminates on the earliest of the following:

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

PORTABILITY

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

PORTABILITY FOLLOWING DEATH OR DIVORCE

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

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

Premiums will be billed directly to Your Spouse. Continued premium payment is required to keep coverage in force. The initial premium will be based on the portability premium rates in effect at the time Your Spouse applies for portability. We may change the portability premium rates at any time upon 60 days written notice to Your Spouse.

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

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

CRITICAL ILLNESS BENEFITS

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

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

EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

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

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

CLAIMS

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

FILING A CLAIM

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

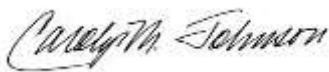
PHYSICAL EXAMINATION

We may require Your Spouse to be examined by one or more Doctors or other medical practitioners of Our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while the claim is pending. We may also require Your Spouse to be interviewed by Our authorized representative. Failure to comply with this request may result in denial or termination of benefits.

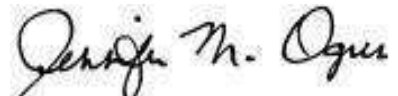
BENEFIT PAYMENTS

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

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



President



Secretary

CHILDREN'S CRITICAL ILLNESS RIDER
RELIASTAR LIFE INSURANCE COMPANY
20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER : Baystate Health

GROUP POLICY NUMBER: 31329-7CCI

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

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SCHEDULE OF BENEFITS

WHO PAYS FOR THE COVERAGE

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

MAXIMUM BENEFIT AMOUNT

Choice of \$5,000 or \$10,000

CRITICAL ILLNESS BENEFITS

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

DEFINITIONS

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

Child or Children means Your unmarried natural or adopted child or stepchild from birth to 26 years of age.

This definition includes a Child of Your domestic partner or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy.

This definition includes Your Child age 26 or older who remains dependent on You for support and maintenance because that Child is incapable of working due to physical or mental handicap. Written proof of the Child's incapacity must be furnished to Us at our home office within 31 days prior to the Child reaching the limiting age while insured under this Children's Critical Illness Rider. We may require, at reasonable intervals, but not more than once a year after the two year period following attainment of the limiting age, evidence satisfactory to Us that the handicap is continuing.

Spouse means Your lawful spouse. It includes Your domestic partner or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy. Any reference to marriage includes establishment of a domestic partnership or civil union.

GENERAL PROVISIONS

ELIGIBILITY

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

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

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

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

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

EFFECTIVE DATE

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

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

EFFECTIVE DATE OF CHANGES TO COVERAGE

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

- The date of the increased or additional coverage, if You are in Active Employment.
- The date You return to Active Employment, if You are not in Active Employment due to injury or sickness.

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

TERMINATION

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

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

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

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

PORTABILITY

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

PORTABILITY FOLLOWING DEATH

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

Premiums will be billed directly to Your Spouse. Continued premium payment is required to keep coverage in force. The initial premium will be based on the portability premium rates in effect at the time Your Spouse applies for portability. We may change the portability premium rates at any time upon 60 days written notice to Your Spouse.

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

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

CRITICAL ILLNESS BENEFITS

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

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

EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

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

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

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

CLAIMS

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

FILING A CLAIM

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

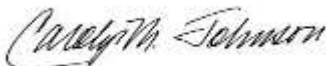
PHYSICAL EXAMINATION

We may require Your Child to be examined by one or more Doctors or other medical practitioners of Our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while the claim is pending. We may also require You to be interviewed by Our authorized representative. Failure to comply with this request may result in denial or termination of benefits.

BENEFIT PAYMENTS

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

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



President



Secretary

RECURRENCE RIDER

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

POLICYHOLDER : Baystate Health

GROUP POLICY NUMBER: 31329-7CCI

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

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SCHEDULE OF BENEFITS

WHO PAYS FOR THE COVERAGE

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

DEFINITIONS

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

Covered Person means:

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

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

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

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

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

GENERAL PROVISIONS

ELIGIBILITY

If You are working for the Employer in an eligible class (shown in the Certificate’s SCHEDULE OF BENEFITS), You are eligible for this Recurrence Rider on the latest of the following dates:

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

EFFECTIVE DATE

Each Covered Person will be covered at 12:01 a.m. standard time at the Policyholder’s address on the date the Covered Person is eligible for coverage under this rider.

TERMINATION

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

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

PORTABILITY

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

PORTABILITY FOLLOWING DEATH OR DIVORCE

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

RECURRENCE BENEFITS

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

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

EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

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

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

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

CLAIMS

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

FILING A CLAIM

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

PHYSICAL EXAMINATION

We may require the Covered Person to be examined by one or more Doctors or other medical practitioners of Our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while the claim is pending. We may also require You or Your Spouse to be interviewed by Our authorized representative. Failure to comply with this request may result in denial or termination of benefits.

BENEFIT PAYMENTS

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

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



President



Secretary

WELLNESS BENEFIT RIDER

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

POLICYHOLDER : Baystate Health
GROUP POLICY NUMBER: 31329-7CCI

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

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SCHEDULE OF BENEFITS

WHO PAYS FOR THE COVERAGE

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

WELLNESS BENEFIT

You:..... \$100

Your Spouse:..... \$100

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

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

DEFINITIONS

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

Covered Person means:

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

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

GENERAL PROVISIONS

ELIGIBILITY

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

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

EFFECTIVE DATE

Each Covered Person will be covered at 12:01 a.m. standard time at the Policyholder's address on the date the Covered Person is eligible for coverage under this rider.

TERMINATION

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

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

PORTABILITY

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

PORTABILITY FOLLOWING DEATH OR DIVORCE

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

ASSIGNMENT

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

BENEFITS

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

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

Health screening tests include, but are not limited to:

- Blood test for triglycerides
- Flexible sigmoidoscopy
- Bone marrow testing
- Hemocult stool analysis
- Breast ultrasound
- Mammography
- CA 15-3 (breast cancer)
- Fasting blood glucose test
- PSA (prostate cancer)
- Pap smear
- CEA (blood test for colon cancer)
- Serum cholesterol test for HDL & LDL levels
- Serum Protein Electrophoresis (myeloma)
- Chest x-ray
- Colonoscopy
- Stress test on bicycle or treadmill
- Thermography

EXCLUSIONS AND LIMITATIONS

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

CLAIMS

Additional general claims provisions are described in the CLAIMS section of the Certificate. The PHYSICAL EXAMINATION provision does not apply to this Wellness Benefit Rider.

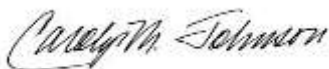
FILING A CLAIM

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

BENEFIT PAYMENTS

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

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



President



Secretary