RELIANCE STANDARD

Life Insurance Company

Home Office: Chicago, Illinois • Administrative Office: Philadelphia, Pennsylvania

POLICYHOLDER: The RSL Group and Blanket Insurance Trust POLICY NUMBER: GL 96,000

EFFECTIVE DATE: October 1, 1985

ANNIVERSARY DATES: January 1, 2006 and each January 1st thereafter.

PREMIUM DUE DATES: The first premium is due on the Participating Unit's Effective Date. Further premiums are due monthly, in advance, on the first day of each month.

The Policy is delivered in Rhode Island and is governed by its laws.

We agree to provide insurance to you in exchange for the payment of premium and a signed Application. The Policy provides benefits for loss of life from injury or sickness. It insures the eligible persons for the amount of insurance shown on the Schedule of Benefits. The insurance is subject to the terms and conditions of the Policy.

The effective date of the Policy is shown above. Insurance starts and ends at 12:01 A.M., Local Time, at your main address. It stays in effect as long as premium is paid when due. The "TERMINATION OF THE POLICY" section of the GENERAL PROVISIONS explains when the insurance can be ended.

The Policy is signed by the President and Secretary.

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President

Yourne E Double

Countersigned_

Licensed Resident Agent

GROUP LIFE INSURANCE NON-PARTICIPATING

THIS FORM PROVIDES A DESCRIPTION OF THE BENEFITS CHOSEN BY YOU FOR YOUR EMPLOYEES UNDER THE GROUP LIFE INSURANCE POLICY ISSUED TO THE RSL GROUP AND BLANKET INSURANCE TRUST. THIS FORM IS DELIVERED TO YOU ON MAY 13, 2010 AND AMENDS THE OTHER LIFE POLICY/FORM PREVIOUSLY ISSUED TO YOU BY US.

REQUEST FOR PARTICIPATION IN THE RSL GROUP AND BLANKET INSURANCE TRUST

Effective as of January 1, 2005, as amended through January 1, 2010, the Participating Unit named below requests that it be approved as a participant in The RSL Group and Blanket Insurance Trust in order to provide insurance for its employees, and hereby agrees to be bound by all terms and conditions of the Trust Agreement applicable to it. The Participating Unit acknowledges receipt of a description of coverage form which summarizes the coverages and limitations requested by the Participating Unit under Master Policy GL 96,000.

Participating Unit: Association For Los Angeles Deputy Sheriffs (ALADS) Participating Unit Number: GL 138337

This Agreement may not be altered or amended without consent of both parties in writing.

This Agreement is completed in duplicate, one copy to be attached to your copy of the Master Policy and the other returned to us.

ACCEPTED BY:

RELIANCE STANDARD LIFE INSURANCE COMPANY

Secretary May 13, 2010 PARTICIPATING UNIT

BY:_____

TITLE:_____

DATE:

Please sign and return.





*BC1COAPGL 13833701/01/2010*RSL *BC2COAPAssociation For Los Angeles Deputy Sheriffs (ALADS)

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RELIANCE STANDARD LIFE INSURANCE COMPANY	PARTICIPATING UNIT
000	BY:
BY: Charles Jenara	TITLE:

TITLE:

DATE:

Participating Unit: Association For Los Angeles Deputy Sheriffs (ALADS)

Secretary May 13, 2010

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SCHEDULE OF BENEFITS

NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES TO BE COVERED: The Benefit Service Center (BSC)

"Affiliate" means any corporation, partnership, or sole proprietor under the common control of the Participating Unit.

ELIGIBLE CLASSES: All active, full-time peace officers employed by the County of Los Angeles [who are members of the bargaining unit and are members of the Association For Los Angeles Deputy Sheriffs "ALADS"] regularly working a minimum of 30 hours per week, except any person employed on a temporary or seasonal basis. ALADS is hereinafter referred to as the Participating Unit, or as "you", "your" or "yours" where applicable, under Participating Unit Number GL 138337, effective January 1, 2005, as amended through January 1, 2010, according to the following classifications:

CLASS 1: peace officers employed by the County of Los Angeles [who are members of the bargaining unit and are members of the Association For Los Angeles Deputy Sheriffs "ALADS"]

CLASS 2: All peace officer retirees who retired before January 1, 2005, were enrolled in the plan as an active employee prior to retirement and are Age 50 through Age 69, and their dependents

CLASS 3: All peace officer retirees who retired after January 1, 2005, were enrolled in the plan as an active employee prior to retirement and are below Age 50, and their dependents

INDIVIDUAL EFFECTIVE DATE: The day the person becomes eligible.

INDIVIDUAL REINSTATEMENT: 6 months

AMOUNT OF INSURANCE:

Supplemental Life (Applicable only to those Insureds who elect Supplemental coverage and are paying the applicable premium): \$10,000 increments to \$500,000, amounts over \$200,000 can not exceed five (5) times earnings.

With respect to employees who were approved for coverage on January 1, 2005 and were insured with the prior carrier on December 31, 2004, individual insurance will be effective on January 1, 2005. The Amount of Insurance will be the amount of insurance on file with us.

With respect to persons who were not insured with the prior carrier on January 1, 2005, the following applies:

Amounts of supplemental insurance over \$100,000 are subject to our approval of a person's proof of good health. However, any proof of good health required due to late application for this insurance (See EFFECTIVE DATE OF INDIVIDUAL INSURANCE) will be at no expense to us.

The Amount of Supplemental Life Insurance will be reduced to 65% of the pre-age 70 amount at age 70; further reduced to 45% of the pre-age 70 amount at age 75 and further reduced to 30% of the pre-age amount at age 80.

DEPENDENT LIFE: Spouse Amount: \$10,000 increments to \$150,000

Child Amount:

14 days to 6 months: \$500

6 months and over: \$2,000 increments to \$10,000

With respect to spouses who were approved for coverage on January 1, 2005 and were insured with the prior carrier on December 31, 2004, individual insurance will be effective on January 1, 2005. The Amount of Insurance will be the amount of insurance on file with us.

With respect to spouses who were not insured with the prior carrier on January 1, 2005, the following applies:

Amounts of insurance for spouses over \$30,000 are subject to our approval of a person's proof of good health. However, any proof of good health required due to late application for this insurance (See EFFECTIVE DATE OF DEPENDENT INSURANCE) will be at no expense to us.

The Spouse amount of insurance will terminate at age 70.

CHANGES IN AMOUNT OF INSURANCE:

CLASS 1: Changes in the Amount of Insurance because of changes in age, class or earnings (if applicable) are effective on the January 1st coinciding with or next following the date of the change, provided the Insured must be Actively At Work on the date of the change. If an Insured is not Actively At Work when the change should take effect, the change will take effect on the day after the Insured has been Actively At Work for one full day. However, if the amount of Supplemental insurance is:

- (1) based on an Insured's Earnings; and
- (2) due to increase by 10% or more due to a change in Earnings;

then, proof of good health will be required. Any such increase will take effect only if we approve such proof.

If an increase in, or initial application for, the Amount of Insurance is due to a life event change (such as marriage, birth or specific changes in employment status), proof of good health will not be required provided the Insured applies within thirty-one (31) days of such life event.

CLASS 2 & 3: Changes in the Amount of Insurance because of changes in age, class or earnings (if applicable) are effective on the date of the change, provided the Insured must be Actively At Work on the date of the change. If an Insured is not Actively At Work when the change should take effect, the change will take effect on the day after the Insured has been Actively At Work for one full day. However, if the amount of Supplemental insurance is:

- (1) based on an Insured's Earnings; and
- (2) due to increase by 10% or more due to a change in Earnings;

then, proof of good health will be required. Any such increase will take effect only if we approve such proof.

If an increase in, or initial application for, the Amount of Insurance is due to a life event change (such as marriage, birth or specific changes in employment status), proof of good health will not be required provided the Insured applies within thirty-one (31) days of such life event.

It is your responsibility to provide us with written notice and obtain our approval at least 31 days prior to conducting an annual enrollment period. In the event we have approved an annual enrollment period, the terms of the approved enrollment period will be as follows:

During an Approved Enrollment Period, applications for employees under age 60 who were previously eligible and are now applying for initial or additional coverage will not require proof of good health for a one level increase in coverage, provided:

- (1) the application is complete, signed, and received by You during the Approved Enrollment Period, and
- (2) the applicant was not previously declined for insurance coverage by us, postponed, had their application withdrawn, or voluntarily terminated their insurance with us.

Insurance coverage applied for during this Approved Enrollment Period will be effective on the January 1st following the enrollment period, provided applicable premium is paid.

Applicants age 60 and over, applicants who exceed the Supplemental Life Insurance guarantee issue amount of \$100,000, and applicants who exceed a one level increase in insurance and all dependent spouse applications are subject to our approval of proof of good health and such amounts of insurance will not be effective until approved by us.

CONTRIBUTIONS: Persons: Supplemental Insurance (Applicable only to those Insureds who elect Supplemental

coverage and are paying the applicable premium): 100%

Dependents: 100%

DEFINITIONS

"We," "us" and "our" means Reliance Standard Life Insurance Company.

"You," "your" and "yours" means the employer, union or other entity to which the Policy is issued and which is deemed the Policyholder.

"Eligible Person" means a person who meets the eligibility requirements of the Policy.

"Insured" means a person who meets the eligibility requirements of the Policy and is enrolled for this insurance.

"Actively at work" and "active work" means the person actually performing on a Full-time basis each and every duty pertaining to his/her job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of injury or illness.

CLASS 1: "Full-time" means working for you for a minimum of 30 hours during a person's regularly scheduled work week.

"The date he/she retires" or "retirement" means the effective date of an Insured's:

- (1) retirement pension benefits under any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with you;
- (2) retirement pension benefits under any plan which you sponsor, or make or have made contributions; or
- (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

"Earnings", as used in the SCHEDULE OF BENEFITS section, means the Insured's annual salary received from you on the day just before the date of loss. Earnings does not include commissions, overtime pay, bonuses or any other special compensation not received as basic salary.

If hourly employees are insured, the number of hours worked during a regularly scheduled work week, not to exceed 40 hours per week, times 52 weeks, will be used to determine annual earnings.

CLASS 1: "Total Disability" as used in the WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY section, means an Insured's complete inability to engage in any type of work for wage or profit for which he/she is suited by education, training or experience.

"Dependents" as used in the DEPENDENT LIFE INSURANCE section, means:

- (1) an Insured's legal spouse who is not legally separated or divorced from the Insured; and
- (2) an Insured's unmarried child(ren), age 14 days to 19 years, who is financially dependent upon the Insured for support. Adoptive, foster and step-children are considered Dependents if they are in the custody of the Insured; and
- (3) an Insured's unmarried child(ren), attending a college or other school on a full-time basis, who is financially dependent upon the Insured for support, up to age 26.

Additionally, with respect to an Insured whose domestic partnership is formally recognized under applicable state law or for whom an Affidavit of Domestic Partnership is on file with you and is in effect, such Insured's:

- (1) domestic partner; and
- (2) child(ren), provided he/she otherwise meets the definition of Dependent,

of such domestic partnership is formally recognized under applicable state law or named on such Affidavit will be considered a "Dependent" of such Insured. When the Insured's domestic partner is covered under this Policy, the word "spouse" as it appears in this Policy will be deemed to mean "domestic partner", unless the context indicates otherwise.

PROVISIONS APPLICABLE TO PARTICIPATING UNITS

DEFINITION: A "Unit" means any group eligible to participate in The RSL Group and Blanket Insurance Trust.

The following provisions apply to a unit which becomes a Participating Unit under this Policy. All other policy terms not in conflict with this section apply to this unit as well.

PREMIUMS: Premiums are payable by the Participating Unit on or before the date they become due.

The premium for this insurance is based on the coverage requested by the Participating Unit. We reserve the right to adjust the premium rate on any premium due date: (a) after insurance has been in force twelve (12) months; or (b) when insurance is changed by amendment. We will tell the Unit in writing at least 31 days before a premium change is made due to (a) above.

EFFECTIVE DATE OF PARTICIPATING UNIT: Any Unit will become a Participating Unit under this Policy on the later of:

- (1) the effective date of this Policy, if eligible on that date; or
- (2) the date insurance is approved by us.

TERMINATION OF A PARTICIPATING UNIT: Any Unit will cease to be a Participating Unit under this Policy on the earliest of the following dates:

- (1) the date it no longer meets any of the requirements set out under the Definition provision;
- (2) the date it stops or suspends active business operations or is placed in bankruptcy or receivership;
- (3) the date it loses its entity by means of dissolution, merger or otherwise;
- (4) the date at the end of the period for which the last premium payment has been made by the Participating Unit on its own behalf:
- (5) the date a Participating Unit's insurance under this Policy is ended in accordance with the Provisions below;
- (6) the date the Policy ends.

All insurance then in force on Persons in any such Participating Unit will cease at once, except if otherwise set out on the Participating Unit's Agreement.

Upon notice, the insurance of a Participating Unit may be ended by that Participating Unit after twelve (12) months of its participation under this Policy or at any later time. The notice must be written and mailed or delivered to our authorized representative or to us at our Administrative Office. The termination will be effective on receipt by us, or on a later date if one is specified in the notice. In the event of termination at a date other than a premium due date, the earned premium will be computed, and we'll promptly return the unearned portion of any premium paid.

Upon notice, we may end the insurance of a Participating Unit after twelve (12) months of a Unit's participation under this Policy or at any later time. This notice must be written and state when, not less than 31 days later, the termination will be effective. The notice must be sent to the Participating Unit at the last address shown on our records.

We may end the insurance of a Participating Unit if payment of premium on a premium due date (other than anniversary date) is not received within the grace period provided by the Policy. The notice must be in writing and be sent to the Participating Unit's last address shown on our records. It must state when, not earlier than the expiration of the grace period, the termination will be effective. Termination under this section will be effective only with respect to the insurance for which the premium was due.

A Unit which ceases to be a Participating Unit under this Policy may again become a Participating Unit only if agreed to in writing between the Participating Unit and us.

GENERAL PROVISIONS

ENTIRE CONTRACT

The entire contract between you and us is the Policy, your application (a copy of which is attached at issue), and any endorsements and amendments.

CHANGES

No agent has authority to change or waive any part of the Policy. To be valid, any change or waiver must be in writing. It must also be signed by one of our executive officers and attached to the Policy.

INCONTESTABILITY

Any statement made in your application will be deemed a representation, not a warranty. We cannot contest this Policy or a Participating Unit's insurance after it has been in force for two (2) years from the date of issue, except for non-payment of premium.

Any statements made by you, the Participating Unit, any Insured or any Insured Dependent, or on behalf of any Insured or any Insured Dependent to persuade us to provide coverage, will be deemed a representation, not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which an Insured or any Insured Dependent is covered. The following rules apply to each statement:

- (1) No statement will be used in a contest unless:
 - (a) it is in a written form signed by the Insured or any Insured Dependent, or on behalf of the Insured or any Insured Dependent; and
 - (b) a copy of such written instrument is or has been furnished to the Insured or any Insured Dependent, the Insured's or any Insured Dependents beneficiary or legal representative.
- (2) If the statement relates to an Insured's or any Insured Dependent's insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during the lifetime of the Insured or any Insured Dependent.

RECORDS MAINTAINED

You must maintain records of all Insureds. Such records must show the essential data of the insurance, including new persons, terminations, changes, etc. This information must be reported to us regularly. We reserve the right to examine the insurance records maintained at the place where they are kept. This review will only take place during normal business hours.

CLERICAL ERROR

Clerical errors in connection with the Policy or delays in keeping records for the Policy, whether by you, us, or the Plan Administrator:

- (1) will not terminate insurance that would otherwise have been effective; and
- (2) will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct a clerical error.

MISSTATEMENT OF AGE

If an Insured's age is misstated, the premium will be adjusted. If the Insured's insurance is affected by the misstated age, it will also be adjusted. The insurance will be changed to the amount the Insured is entitled to at his/her correct age.

ASSIGNMENT

Ownership of any benefit provided under the Policy may be transferred by assignment. An irrevocable beneficiary must give written consent to assign this insurance. Written request for assignment must be made in duplicate at our Administrative Offices. Once recorded by us, an assignment will take effect on the date it was signed. We are not liable for any action we take before the assignment is recorded.

CONFORMITY WITH STATE LAWS

Any section of the Policy, which on its effective date, conflicts with the laws of the state in which the Policy is issued, is amended by this provision. The Policy is amended to meet the minimum requirements of those laws.

CERTIFICATE OF INSURANCE

We will send to you a booklet for each Insured. The booklet will outline the insurance coverage and to whom benefits are payable.

POLICY TERMINATION

You may cancel the Policy at any time. The Policy will be cancelled on the date we receive your letter or, if later, the date requested in your letter.

We may cancel the Policy if:

- (1) the premium is not paid at the end of the grace period; or
- (2) the number of Insureds is less than the Minimum Participation Number on the Schedule of Benefits; or
- (3) the percentage of eligible persons insured is less than the Minimum Participation Percentage on the Schedule of Benefits.

If we cancel because of (1) above, the Policy will be cancelled at the end of the grace period. If we cancel because of (2) or (3) above, we will give you thirty-one (31) days written notice prior to the date of cancellation.

You will still owe us any premium that is not paid up to the date the Policy is cancelled. We will return, pro-rata, any part of the premium paid beyond the date the Policy is cancelled.

INDIVIDUAL ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

GENERAL GROUP: All active, full-time peace officers employed by the County of Los Angeles [who are members of the bargaining unit and are members of the Association For Los Angeles Deputy Sheriffs "ALADS"] regularly working a minimum of 30 hours per week, except any person employed on a temporary or seasonal basis. ALADS is hereinafter referred to as the Participating Unit, or as "you", "your" or "yours" where applicable, under Participating Unit Number GL 138337, effective January 1, 2005.

ELIGIBLE CLASSES: The eligible classes will be those persons described on the Schedule of Benefits.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE: If you pay the entire premium, the insurance for an eligible Person will go into effect on the date stated on the Schedule of Benefits. If an eligible Person pays a part of the premium, he/she must apply in writing for the insurance to go into effect. He/she will become insured on the date stated on the Schedule of Benefits, except that the insurance will go into effect:

- (1) on the date he/she applies, if he/she applies within thirty-one (31) days of the date he/she is first eligible; or
- (2) on the date we approve any required proof of good health. We require proof of good health if a person applies:
 - (a) after thirty-one (31) days from the date he/she first becomes eligible; or
 - (b) after he/she terminated this insurance but he/she remained in a class eligible for this insurance.

In addition to the requirement for proof of good health stated on the Schedule of Benefits, we also require proof of good health for insurance for which an Eligible Person pays a part of the premium which is applied for:

- (1) after thirty-one (31) days from the date an Eligible Person first becomes eligible; or
- (2) after an Eligible Person terminated this insurance but remained in a class eligible for this insurance.

If the person is not actively at work on the day his/her insurance is to go into effect, the insurance will go into effect on the day he/she returns to active work for one full day.

TERMINATION OF INDIVIDUAL INSURANCE: The insurance of an Insured will terminate on the first of the following to occur:

- (1) the date the Policy terminates; or
- (2) the date the Insured ceases to be in a class eligible for this insurance; or
- (3) the date the Participating Unit ceases to be a Participating Unit under this Policy; or
- (4) the end of the period for which premium has been paid for the Insured; or
- (5) the date the Insured enters military service (not including Reserve or National Guard).

CONTINUATION OF INDIVIDUAL INSURANCE: The insurance of an Insured may be continued, by payment of premium, beyond the date the Insured ceases to be eligible for this insurance, but not longer than:

- (1) twelve (12) months, if due to illness or injury; or
- (2) one (1) month, if due to temporary lay-off or approved leave of absence.

The person must return to active work with you within the period of time shown on the Schedule of Benefits. He/she must also be a member of a class eligible for this insurance.

The Person will not be required to fulfill the eligibility requirements of the Policy again. The insurance will go into effect on the day he/she returns to active work. If a Person returns after having resigned or having been discharged, he/she will be required to fulfill the eligibility requirements of the Policy again.

CONVERSION PRIVILEGE

An Insured can use this privilege when his/her insurance is no longer in force. It has several parts. They are:

- A. If the insurance ceases due to termination of employment or membership in any of the Participating Unit's classes, an individual Life Insurance Policy may be issued. The Insured is entitled to a policy without disability or supplemental benefits. A written application for the policy must be made by the Insured within thirty-one (31) days after he/she terminates. The first premium must also be paid within that time. The issuance of the policy is subject to the following conditions:
 - (1) The policy will, at the option of the Insured, be on any one of our forms, except for term life insurance. It will be the standard type issued by us for the age and amount applied for;
 - (2) The policy issued will be for an amount not over what the Insured had before he/she terminated;
 - (3) The premium due for the policy will be at our usual rate. This rate will be based on the amount of insurance, class of risk and the Insured's age at date of policy issue; and
 - (4) Proof of good health is not required.
- B. If the insurance ceases due to the termination or amendment of this Policy with respect to the Participating Unit, an individual Life Insurance Policy can be issued. An Insured must have been insured for at least five (5) years under this Policy. The same rules as in A above will be used, except that the face amount will be the lesser of:
 - (1) The amount of the Insured's Group Life benefit under this Policy. This amount will be less any amount he/she is entitled to under any group life policy issued by us or another insurance company; or
 - (2) \$5,000.
- C. If the insurance reduces, as may be provided in this Policy, an individual Life Insurance Policy can be issued. The same rules as in A above will be used, except that the face amount will not be greater than the amount which ceased due to the reduction.
- D. If an Insured dies during the time in which he/she is entitled to apply for an individual policy, we will pay the benefit under the Group Policy that he/she was entitled to convert. This will be done whether or not the Insured applied for the individual policy.
- E. Any policy issued with respect to A, B or C above will be put in force at the end of the thirty-one (31) day period in which application must be made.

PREMIUMS

PREMIUM PAYMENT: All premiums are to be paid by You to us, or to an authorized agent, on or before the due date. The premium due dates are stated on the Policy face page.

PREMIUM RATE: The premium due will be the rate per \$1,000 of benefit multiplied by the entire amount of benefit volume then in force. We will furnish to you the premium rate on the Policy effective date and when it is changed. We have the right to change the premium rate:

- (1) on any premium due date after the Policy, with respect to the Participating Unit, is in force for 36 months; or
- (2) when the extent of coverage is changed by amendment.

We will not change the premium rate due to (1) above more than once in any twelve (12) month period. We will tell you in writing at least one hundred twenty (120) days before the date of a change due to (1) above.

We will not change the premium rate due to (1) above more than once in any twelve (12) month period. We will tell you in writing at least thirty-one (31) days before the date of a change due to (1) above.

GRACE PERIOD: You may pay the premium up to 120 days after the date it is due. The Policy stays in force during this time. If the premium is not paid during the grace period, the Policy, with respect to you, will be cancelled at the end of the grace period. You will still owe us the premium up to the date the Policy is cancelled.

BENEFICIARY AND FACILITY OF PAYMENT

BENEFICIARY: The beneficiary will be as named in writing by the Insured to receive benefits at the Insured's death. This beneficiary designation must be on file with us or the Plan Administrator and will be effective on the date the Insured signs it. Any payment made by us before receiving the designation shall fully discharge us to the extent of that payment.

If the Insured names more than one beneficiary to share the benefit, he/she must state the percentage of the benefit that is to be paid to each beneficiary. Otherwise, they will share the benefit equally.

The beneficiary's consent is not needed if the Insured wishes to change the designation. His/her consent is also not needed to make any changes in this Policy.

If the beneficiary dies at the same time as the Insured, or within fifteen (15) days after his/her death but before we receive written proof of the Insured's death, payment will be made as if the Insured survived the beneficiary, unless noted otherwise.

If the Insured has not named a beneficiary, or the named beneficiary is not surviving at the Insured's death, any benefits due shall be paid to the first of the following classes to survive the Insured:

- (1) the Insured's legal spouse or domestic partner;
- (2) the Insured's surviving children (including legally adopted children), in equal shares;
- (3) the Insured's surviving parents, in equal shares;
- (4) the Insured's surviving siblings, in equal shares; or, if none of the above,
- (5) the Insured's estate.

We will not be liable for any payment we have made in good faith.

FACILITY OF PAYMENT: If a beneficiary, in our opinion, cannot give a valid release (and no guardian has been appointed), we may pay the benefit to the person who has custody or is the main support of the beneficiary. Payment to a minor shall not exceed \$1,000.

If the Insured has not named a beneficiary, or the named beneficiary is not surviving at the Insured's death, we may pay up to \$2,500 of the benefit to the person(s) who, in our opinion, have incurred expenses in connection with the Insured's last illness, death or burial.

The balance of the benefit, if any, will be held by us, until an individual or representative:

- (1) is validly named; or
- (2) is appointed to receive the proceeds; and
- (3) can give valid release to us.

The benefit will be held with interest at a rate set by us.

We will not be liable for any payment we have made in good faith.

SETTLEMENT OPTIONS

The Insured may elect a different way in which payment of the Amount of Insurance can be made. He/she must provide a written request to us, for our approval, at our Administrative Office. If the option covers less than the full amount due, we must be advised of what part is to be under an option. Amounts under \$2,000 or option payments of less than \$20.00 each are not eligible.

If no instructions for a settlement option are in effect at the death of the Insured, the beneficiary may make the election, with our consent.

OPTION A - FIXED TIME PAYMENT OPTION

Equal monthly payments will be made for any period chosen, up to thirty (30) years. The amount of each payment depends on the amount applied, the period selected and the payment rates we are using when the first payment is due. The rate of any monthly payment will not be less than shown in the table below. We reserve the right to change it. This change will apply only to requests for settlement elected after this change.

Option A Table

Minimum Monthly Payment Rates for each \$1,000 Applied

Years	Monthly Payment								
1	\$84.47	7	\$13.16	13	\$7.71	19	\$5.73	25	\$4.71
2	42.86	8	11.68	14	7.26	20	5.51	26	4.59
3	28.99	9	10.53	15	6.87	21	5.32	27	4.47
4	22.06	10	9.61	16	6.53	22	5.15	28	4.37
5	17.91	11	8.86	17	6.23	23	4.99	29	4.27
6	15.14	12	8.24	18	5.96	24	4.84	30	4.18

OPTION B - FIXED AMOUNT PAYMENT OPTION

Each payment will be for an agreed fixed amount. The amount of each payment may not be less than \$10.00 for each \$1,000 applied. Interest will be credited each month on the unpaid balance and added to it. This interest will be at a rate set by us, but not less than the equivalent of 3% per year. Payments continue until the amount we hold runs out. The last payment will be for the balance only.

OPTION C - INTEREST PAYMENT OPTION

We will hold any amount applied under this section. Interest on the unpaid balance will be paid each month at a rate set by us. This rate will not be less than the equivalent of 3% per year.

If a beneficiary dies while receiving payments under one of these options and there is no contingent beneficiary, the balance will be paid in one sum to the proper representative of the beneficiary's estate, unless otherwise agreed to in the instructions for settlement.

Requests for settlement options other than the three (3) set out above may be made. A mutual agreement must be reached between the individual entitled to elect and us.

WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY

Applicable to Class 1:

We will extend the Amount of Insurance during a period of Total Disability for one (1) year if:

- (1) the Insured becomes totally disabled prior to age 60;
- (2) the Total Disability begins while he/she is insured;
- (3) the Total Disability begins while this Policy, with respect to the Participating Unit, is in force;
- (4) the Total Disability lasts for at least 6 months;
- (5) the premium continues to be paid; and
- (6) we receive proof of Total Disability within one (1) year from the date it began.

After proof of Total Disability is approved by us, neither you or the Insured is required to pay premiums. Also, any premiums paid from the start of the Total Disability will be returned.

We will ask the Insured to submit annual proof of continued Total Disability. The Amount of Insurance may then be extended for additional one (1) year periods. The Insured may be required to be examined by a Physician approved by us as part of the proof. We will not require the Insured to be examined more than once a year after the insurance has been extended two (2) full years.

The Amount of Insurance extended will be limited to the amount of basic group life coverage and any applicable supplemental group life coverage on the life of the Insured that was in force at the time that Total Disability began excluding any additional benefits. This amount will not increase. This amount will reduce or cease at any time it would reduce or cease if the Insured had not been totally disabled. If the Insured dies, we will be liable under this extension only if written proof of death is received by us.

The Amount of Insurance extended for an Insured will cease on the earliest of:

- (1) the date he/she no longer meets the definition of Total Disability; or
- (2) the date he/she refuses to be examined; or
- (3) the date he/she fails to furnish the required proof of Total Disability; or
- (4) the date he/she becomes age 70; or
- (5) the date he/she retires; or
- (6) the end of the twenty-four (24) month extension period.

The Insured may use the conversion privilege when this extension ceases. Please refer to the Conversion Privilege section for rules. An Insured is not entitled to conversion if he/she returns to work and is again eligible for the insurance under this Policy. If the Insured uses the conversion privilege, benefits will not be payable under the Waiver of Premium in Event of Total Disability provision unless the converted policy is surrendered to us.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within thirty-one (31) days after the Loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Offices or to our authorized agent. The notice should include the Insured's name, the Participating Unit Number and your name.

CLAIM FORMS: When we receive written notice of a claim, we will send claim forms to the claimant within fifteen (15) days. If we do not, the claimant will satisfy the requirements of written proof of loss by sending us written proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

PROOF OF LOSS: For any covered Loss, written proof must be sent to us within ninety (90) days. If it is not reasonably possible to give proof within ninety (90) days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within 1 year, unless the claimant is legally incapable of doing so.

PAYMENT OF CLAIMS: Payment will be made as soon as proper proof is received. All benefits will be paid to the Insured if living. Any benefits unpaid at the time of death, or due to death, will be paid to the beneficiary.

Reliance Standard Life Insurance Company shall serve as the claims review fiduciary with respect to the insurance policy and the Plan. The claims review fiduciary has the discretionary authority to interpret the Plan and the insurance policy and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

PHYSICAL EXAMINATION: At our own expense, we will have the right to have an Insured examined as reasonably necessary when a claim is pending. We can have an autopsy made unless prohibited by law.

LEGAL ACTION: No legal action may be brought against us to recover on this Policy within sixty (60) days after written proof of loss has been given as required by this Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina and Michigan, six (6) years) from the time written proof of loss is required to be submitted.

DEPENDENT LIFE INSURANCE

Nothing in this section will change or affect any of the terms of the Policy other than as specifically set out in this section. All the Policy provisions not in conflict with these provisions shall apply to this section.

When an Insured Dependent dies, we will pay the applicable benefit shown on the Schedule of Benefits to the Insured. If the Insured is deceased, then the benefit will be paid to the Insured's beneficiary. Only dependents who meet the definition of Dependents can be insured for this benefit.

A person may not have coverage both as an Insured and as a covered dependent. Only one eligible spouse may cover the eligible children as Insured Dependents. The spouse may be covered as a dependent if not covered as an Insured.

EFFECTIVE DATE OF DEPENDENT INSURANCE

If you pay the entire premium, the insurance for a Dependent will become effective on the later of:

- (1) the date the Insured becomes eligible for Dependent Life Insurance; or
- (2) the date the dependent meets the definition of Dependent.

If you require an Insured to pay a portion of the dependent premium, he/she may insure his/her dependents by making written application. In this case, the insurance for Dependents will take effect on the later of:

- (1) the date the Insured becomes eligible for Dependent Life Insurance; or
- (2) the date the dependent meets the definition of Dependent, if application is made on or before that date; or
- (3) the date of application, if application is made within thirty-one (31) days from the date the dependent first becomes eligible for this insurance; or
- (4) the date we approve any required proof of good health. We require proof of good health if an Insured makes application for dependent insurance:
 - (a) after thirty-one (31) days from the date the dependent first becomes eligible for this insurance; and
 - (b) after a prior termination of insurance as long as the Insured remained in a class eligible for dependent insurance.

After this insurance is in force for one dependent, application is not required for added dependents.

For dependents who are confined in a hospital or at home on the date on which they would otherwise become insured, insurance will be effective as of the date the confinement ends.

TERMINATION OF DEPENDENT LIFE INSURANCE

The insurance for an Insured Dependent will terminate on the first of the following dates:

- (1) the date this Section terminates; or
- (2) the date the dependent is no longer a Dependent as defined; or
- (3) the end of the period for which premium has been paid by you or the Insured; or
- (4) the date the Insured's insurance terminates; or
- (5) the date the Insured retires.

CONVERSION OF DEPENDENT LIFE INSURANCE

If the insurance of an Insured Dependent terminates because:

- (1) the Insured terminates employment or membership in the classes eligible for this insurance; or
- (2) the Insured dies; or
- (3) the dependent ceases to be eligible for this insurance;

then the dependent may convert his/her insurance to an individual policy. The conversion is subject to the following rules:

- (1) a written application for the conversion policy must be received by us within thirty-one (31) days after the dependent's insurance terminates. The first premium must be sent in with the application; and
- (2) the premium due for the policy will be at our usual rates. This rate will be based on the amount of insurance, class of risk and the age of the dependent on the date the policy is issued; and
- (3) the policy may be any life plan we currently issue, except term insurance; and
- (4) proof of good health is not required; and
- (5) the policy issued will be for an amount not over what the dependent had before termination under this Policy; and
- (6) the policy issued will not have disability or supplemental benefits.

If the dependent's insurance ceases due to termination or amendment of this Policy with respect to the Participating Unit, an individual policy can be issued. The dependent must have been insured for at least five (5) years under this Policy. The same rules as shown above will be used, except that the face amount will be the lesser of:

- (1) the amount of dependent life insurance under this Policy. This amount will be less any amount of group life insurance the dependent receives or becomes eligible for within thirty-one (31) days after this Policy, with respect to the Participating Unit, terminates; or
- (2) \$10,000.

If an Insured Dependent should die during the time in which he/she is entitled to apply for an individual policy, we will pay the benefit he/she had under this Policy. This will be done whether or not the dependent applied for the individual policy.

Any individual policy issued with respect to this section will be effective at the end of the thirty-one (31) day period in which application must be made.

EXTENSION OF COVERAGE UNDER THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Military Services Leave of Absence:

We will continue the Insured's coverage and that of any Insured Dependents, if applicable, in accordance with your policies regarding Military Services Leave of Absence under USERRA if the premium for such Insured and his or her Insured Dependents, if applicable, continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

This Policy, while coverage is being continued under this Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While the Insured is on a Military Services Leave of Absence he or she will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective for an Insured who is not considered Actively at Work until the Insured has returned to Active Work for one (1) full day.

A leave of absence taken in accordance with USERRA will run concurrently with any other applicable continuation of insurance provision in this Policy.

The Insured's coverage and that of any Insured Dependents, if applicable, will cease under this extension on the earliest of:

- (1) the date this Policy terminates; or
- (2) the end of the period for which premium has been paid for the Insured; or
- (3) the date such leave should end in accordance with your policies regarding Military Services Leave of Absence in compliance with USERRA.

Should you choose not to continue the Insured's coverage during a Military Services Leave of Absence, the Insured's coverage as well as any dependent coverage, if applicable, will be reinstated.

PORTABILITY

An Insured may continue insurance coverage under this Policy and that of his/her insured Dependents, if any, if coverage would otherwise terminate because he/she ceases to be an Eligible Person, for reasons other than the termination of this Participating Unit, the Insured's retirement, or the insured Dependent having reached the maximum age for benefits, provided he/she:

- (1) notifies us in writing within thirty-one (31) days from the date he/she ceases to be eligible; and
- (2) remits the necessary premiums when due; and
- (3) is not approved for extension of coverage under the Waiver of Premium in Event of Total Disability provision, if applicable; and
- (4) has not been terminated under the Waiver of Premium in Event of Total Disability provision, if applicable, and
- (5) has been covered for twelve (12) months under this Policy and/or the prior group life insurance policy.

The amount of coverage available under the Portability provision will be the current amount of coverage the Insured and that of his/her insured Dependents, if any, is insured for under this Policy on the last day he/she was Actively at Work. However, the amount of coverage will never be more than:

- (1) the highest amount of life insurance available to Eligible Persons; or
- (2) a total of \$500,000 from all RSL group life and accidental death and dismemberment insurance combined, whichever is less: or
 - (3) \$150,000 for dependent spouse and \$10,000 for dependent child, whichever is less.

The premium charged to continue coverage will be based on the prevailing rate charged to Insureds who choose to continue coverage under the Portability provision. Such premium will be billed directly to the Insured on a quarterly, semi-annual or annual basis.

If an Insured's coverage under this Policy includes Accidental Death and Dismemberment, then such benefits may be continued under this Policy.

Insurance coverage continued under this provision for an Insured and/or his/her insured Dependents, if any, will terminate on the first of the following to occur:

- (1) the date this Participating Unit terminates; or
- (2) the end of the period for which premium has been paid; or
- (3) the date the Insured is covered under another group term life insurance policy; or
- (4) attainment of age 70; or
- (5) at any time coverage would normally terminate according to the terms of this Policy had the Insured continued to be an Eligible Person.

In addition, coverage will reduce at any time it would normally reduce according to the terms of this Policy had the Insured and that of the insured Dependents, if any, continued to be an Eligible Person.

If insurance coverage terminates due to (1) or (4) above, it may be converted to an individual life insurance policy. The conversion will be subject to the terms and conditions set forth under the Conversion Privilege.

AMENDATORY RIDER

For Peace Officers Relief Fund

The Policy to which this Rider is attached is amended as follows:

Conversion Privilege

An Insured can use this privilege when his/her insurance is no longer in force. It has several parts. They are:

- A. If the insurance ceases due to termination of employment or membership in any of this Policy's classes, an individual Life Insurance Policy may be issued. The Insured is entitled to a policy without disability or supplemental benefits. A written application for the policy must be made by the Insured within 60 days after he/she terminates. The first premium must also be paid within that time. The issuance of the policy is subject to the following conditions:
 - (1) The policy will, at the option of the Insured, be on any one of our forms, except for term life insurance. It will be the standard type issued by us for the age and amount applied for;
 - (2) The policy will be for an amount not over what the Insured had before he/she terminated;
 - (3) The premium due for the policy will be at our usual rate. This rate will be based on the amount of insurance, class of risk and the Insured's age at date of policy issue; and
 - (4) Proof of good health is not required.
- B. If the insurance ceases due to the termination or amendment of the Policy, an individual Life Insurance Policy can be issued. An Insured must have been insured for at least three (3) years under the Policy. The same rules as in A above will be used, except that the face amount will be the lesser of:
 - (1) The amount of the Insured's Group Life benefit under this Policy. This amount will be less any amount he/she is entitled to under any group life policy issued by us or another insurance company; or
 - (2) \$10,000.00.
- C. If the insurance reduces, as may be provided in this Policy, an individual life Insurance Policy can be issued. The same rules as in A above will be used, except that the face amount will not be greater than the amount which ceased due to the reduction.
- D. If an Insured dies during the time in which he/she is entitled to apply for an individual policy, we will pay the benefit under the Group Policy that he/she was entitled to convert. This will be done whether or not the Insured applied for the individual policy. If an individual dies during the time he/she is entitled to apply for an individual policy and the benefit under the Group Policy is paid, the individual policy, if issued, will not be effective.
- E. Any policy issued with respect to A, B or C above will be put in force at the end of the 60 day period in which application must be made.
- F. If an Insured is covered under a life insurance conversion policy previously issued by the Insurance Company, he or she will not be eligible for this Conversion Privilege unless the prior coverage has ended. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the Insured's Life Insurance Benefits based on age or a change in class unless that condition no longer affects the amount of coverage available to the Insured.

NOTICE OF CONVERSION

G. If an Insured is entitled to have an individual policy issued to him/her without proof of health, then he/she must be given notice of this right within 15 days before or after the termination or reduction of his/her insurance. Such notice must be: (1) in writing; and (2) presented or mailed to the Insured at his/her last known address by you at the last known address furnished to us by you. If the Insured is given notice more than 15 days after the end of the 60 day period in which to convert, the conversion period will be extended. The insured will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 days.

PROVISIONS APPLICABLE TO PARTICIPATING UNITS

DEFINITION: A "Unit" means any group eligible to participate in The RSL Group and Blanket Insurance Trust.

The following provisions apply to a unit which becomes a Participating Unit under this Policy. All other policy terms not in conflict with this section apply to this unit as well.

PREMIUMS: Premiums are payable by the Participating Unit on or before the date they become due.

The premium for this insurance is based on the coverage requested by the Participating Unit. We reserve the right to adjust the premium rate on any premium due date: (a) at the time of renewal; or (b) when insurance is changed by amendment. We will tell the Unit in writing at least 31 days before a premium change is made due to (a) above.

EFFECTIVE DATE OF PARTICIPATING UNIT: Any Unit will become a Participating Unit under this Policy on the later of:

- (3) the effective date of this Policy, if eligible on that date; or
- (4) the date insurance is approved by us.

TERMINATION OF A PARTICIPATING UNIT: Any Unit will cease to be a Participating Unit under this Policy on the earliest of the following dates:

- (7) the date it no longer meets any of the requirements set out under the Definition provision;
- (8) the date it stops or suspends active business operations or is placed in bankruptcy or receivership;
- (9) the date it loses its entity by means of dissolution, merger or otherwise;
- (10)the date at the end of the period for which the last premium payment has been made by the Participating Unit on its own behalf:
- (11)the date a Participating Unit's insurance under this Policy is ended in accordance with the Provisions below;

(12)the date the Policy ends.

All insurance then in force on Persons in any such Participating Unit will cease at once, except if otherwise set out on the Participating Unit's Agreement.

Upon notice, the insurance of a Participating Unit may be ended by that Participating Unit after twelve (12) months of its participation under this Policy or at any later time. The notice must be written and mailed or delivered to our authorized representative or to us at our Administrative Office. The termination will be effective on receipt by us, or on a later date if one is specified in the notice. In the event of termination at a date other than a premium due date, the earned premium will be computed, and we'll promptly return the unearned portion of any premium paid.

Upon notice, we may end the insurance of a Participating Unit after twelve (12) months of a Unit's participation under this Policy or at any later time. This notice must be written and state when, not less than 120 days later, the termination will be effective. The notice must be sent to the Participating Unit at the last address shown on our records.

We may end the insurance of a Participating Unit if payment of premium on a premium due date (other than anniversary

date) is not received within the grace period provided by the Policy. The notice must be in writing and be sent to the Participating Unit's last address shown on our records. It must state when, not earlier than the expiration of the grace period, the termination will be effective. Termination under this section will be effective only with respect to the insurance for which the premium was due.

A Unit which ceases to be a Participating Unit under this Policy may again become a Participating Unit only if agreed to in writing between the Participating Unit and us.

Individual Eligibility, Effective Date and Termination

- 1. Continuation of Individual Insurance is replaced with the following:
 - (1) twenty-four (24) months, if due to illness or injury; or
 - (2) twelve (12) months, if due to temporary lay-off or approved leave of absence; or
 - (3) six (6) months, if due to a labor dispute

This Amendatory Rider is effective on January 1, 2005.

All other terms and conditions of the Policy remain unchanged.

RELIANCE STANDARD LIFE INSURANCE COMPANY

Secretary