

POLICYHOLDER: City of Philadelphia

POLICY NUMBER: 34021-G

Read Your Certificate Carefully

You are insured under the group policy shown on the specifications page attached to this certificate. This certificate summarizes the principal provisions of the group policy that affect you. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the policyholder during regular working hours.

Right to Cancel

It is important to us that you are satisfied with this certificate after it is issued. If you are not satisfied with this certificate, you may cancel it by delivering or mailing a

written notice or sending a telegram to Minnesota Life Insurance Company (Minnesota Life), 400 Robert Street North, St. Paul, Minnesota 55101-2098 and returning the certificate before midnight of the 30th day after you received this certificate.

Notice given by mail and return of the certificate by mail are effective on being postmarked, properly addressed, and postage prepaid. If you return this certificate, you will receive, within 10 days of the date we receive a notice of cancellation, a full refund of any premiums you have paid. Upon cancellation of this certificate, it will be void as if it had never been issued.

Dennis E. Erdrup *Robert L. Soubler*

Secretary

President

TABLE OF CONTENTS

Definitions.....	2
General Information	2
Premiums	3
Death Benefit.....	4

Termination.....	5
Conversion Right	5
Additional Information.....	6

GROUP TERM LIFE CERTIFICATE OF INSURANCE

GENERAL INFORMATION

POLICYHOLDER: City of Philadelphia **POLICY NO.:** 34021-G

ASSOCIATED COMPANIES: All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.

POLICY EFFECTIVE DATE: January 1, 2012

This certificate and/or certificate specifications page replaces any and all certificates and/or certificate specifications pages previously issued to you under the group policy. Please replace any certificate and/or certificate specifications page previously issued to you with this new certificate and/or specifications page.

GROUP: The group is composed of all eligible full-time employees and certain retirees of the policyholder and its associated companies in the following classes:

- Class 1: Employees of District Council 33 School Crossing Guards, working at least 30 hours per week.
- Class 2a: District Council 33 permanent non-correctional employees, working at least 37.5 hours per week.
- Class 2b: Office of Housing and Community Development employees in District Council 33 Local 1971, working at least 37.5 hours per week.
- Class 2c: District Council 47 employees (Locals 2186, 2187, and 810), working at least 37.5 hours per week.
- Class 3: Employees in District Council 33 Correctional classes, working at least 37.5 hours per week.
- Class 4: Employees in Deputy Sherriff classes, working at least 37.5 hours per week.
- Class 5: Non exempt Philadelphia Housing Development Corporation employees, working at least 37.5 hours per week.
- Class 6: Exempt, non-represented Philadelphia Housing Development Corporation employees, working at least 37.5 hours per week.
- Class 7: Employees in Courts, non-union; Exempt, or Appointed/Elected officials paid by legislation; Non-represented employees; Civil Service Exempt employees; Exempt, non-represented employees at Office of Housing and Community Development; all working at least 37.5 hours per week.
- Class 8: Health and Welfare Eligible retirees of: District Council 33; District Council 47; Fraternal Order of Police; Deputy Sheriff classes; Municipal and Common Pleas Courts, Office of Housing and Community Development; Appointed/Elected officials paid by legislation; Non-represented employees; and Civil Service Exempt employees; and Exempt, non-represented employees retiring on or after July 1, 1975.
- Class 9: Health and Welfare Eligible IAFF Local 22, Uniformed Firefighters retiring from July 1, 1976 through June 30, 1990 and Health and Welfare Eligible Uniformed and Investigatory Police Personnel retiring on or after July 1, 1976

- Class 10: Health and Welfare Eligible Non-exempt retirees of Philadelphia Housing Development Corporation; and Health and Welfare Eligible Exempt, non-represented retirees of Philadelphia Housing Development Corporation.
- Class 11: Health and Welfare Eligible IAFF, Local 22, Uniformed Firefighters retiring on or after July 1, 1990.
- Class 12: All non-uniformed Personnel retiring prior to July 1, 1975 who are purchasing contributory coverage through pension deductions.
- Class 13: All Uniformed Firefighters and Uniformed and Investigatory Police Personnel retiring prior to July 1, 1976 who are purchasing contributory coverage through pension deductions.
- Class 14: Active Police Officers in the Fraternal Order of Police (Lodge 5), working at least 37.5 hours per week.
- Class 15: IAFF, Local 22. Uniformed Firefighters, working at least 37.5 hours per week

ENROLLMENT PERIOD:

Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.

WAITING PERIOD:

There is no waiting period for Basic life- coverage is effective from the date of hire.

Elected coverage for non represented employees is effective:

- If hired 1-15th of the month- coverage begins on the first of the following month.
- If hired 16th to the end of the month- coverage begins on the first of the second month.

Elected coverage for union employees is effective:

- If hired 1-15th of the month- coverage begins on the first of the month hired.
- If hired 16th to the end of the month- coverage begins on the first of the following month.

MINIMUM HOURS PER WEEK REQUIRED:

Class 1: at least 30 hours per week

Classes 2a, 2b, 2c, 3, 4, 5, 6, 7, 14 and 15: at least 37.5 hours per week

Classes 8, 9, 10, 11, 12 and 13: N/A

CERTIFICATE EFFECTIVE DATE:

The date that the certificate holder becomes insured under the group policy.

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
Class 1 employees	\$12,000
Class 2a, 2b and 2c employees:	\$20,000
Class 3 employees;	\$25,000
Class 4 employees:	\$25,000
Class 5 employees:	\$20,000

Class 6 employees:	\$20,000
Class 7 employees:	\$15,000
Class 8, 9 and 10 retirees:	\$6,000
Class 11 retirees:	\$7,500
Class 12 and 13 retirees:	Amounts on file with the policyholder and as reported to Minnesota Life
Class 14 and 15:	None

Optional (Contributory Basic) Life

<u>Eligible Class</u>	<u>Amount of Optional Contributory Basic Life Insurance</u>
Class 2b and 2c:	One times basic annual salary rounded up to the next higher multiple of \$500 if not already a multiple thereof, minus the basic life amount, subject to a maximum of \$30,000 of additional coverage.
Class 5:	One times basic annual salary rounded up to the next higher multiple of \$500 if not already a multiple thereof, minus the basic life amount, subject to a maximum of \$30,000 of additional coverage.

Supplemental Life Insurance

An amount elected by the employee from the following options:

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
Class 6:	One, two, or three times salary, rounded to the next higher \$5,000 if not already a multiple thereof, then multiplied by the elected salary multiple subject to a maximum of \$600,000.
Class 7:	One, two, or three times salary, rounded to the next higher \$5,000 if not already a multiple thereof, then multiplied by the elected salary multiple subject to a maximum of \$600,000.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Basic AD&D Insurance</u>
All employees in Classes 1-13:	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.
Class 14:	\$25,000

Optional (contributory basic) AD&D

<u>Eligible Class</u>	<u>Amount of Optional (contributory basic) AD&D Insurance</u>
Classes 2b, 2c:	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.
Class 5:	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.

Survivor Income Benefit (The employee does not need to elect Supplemental life in order to elect this benefit)

<u>Eligible Class</u>	<u>Amount of Survivor Income Benefit</u>
Class 7:	Monthly benefit: one-twelfth of the employee's annual basic earnings. If this amount is not a multiple of \$5,000, it will be rounded to the next

higher multiple of \$5,000. The maximum benefit period is 24 months.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

- CONTRIBUTORY/NONCONTRIBUTORY:** Basic insurance is noncontributory insurance, except for Optional life coverage for Classes 2b, 2c and 5, and coverage for retiree Classes 12 and 13; supplemental insurance is contributory insurance.
- GUARANTEED ISSUE AMOUNT:** Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:
- For basic insurance:
- Basic insurance is guaranteed issue. Optional (Contributory Basic) Life insurance is guaranteed issue only if elected when first eligible under the plan. Election of Optional (Contributory Basic) Life insurance made after the employee's initial eligibility period will be subject to evidence of insurability.
- Coverage increases due to salary changes are guaranteed issue to the plan maximum.
- For supplemental insurance:
- For employees in an eligible class immediately prior to the effective date of the group policy:
- An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.
- For employees who first become eligible after the effective date of this policy:
- The lesser of one times salary or \$600,000.
- Coverage increases due to salary changes are guaranteed issue to the plan maximum.
- EVIDENCE OF INSURABILITY:** Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.
- COVERAGE TERMINATION:** Coverage continues to the end of the conversion period, 31 calendar days from the last day worked.
- EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:** Increases and decreases due to a change in eligible class will become effective the date of the change in eligible class.
- With the exception of Optional Life and AD&D (Contributory Basic Life and AD&D) coverage, which is adjusted each July 1, increases and decreases due to a change in earnings will take effect on the January 1 following each fall annual enrollment period. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings. All increases are subject to the actively at work requirement. NOTE: An employee whose amount of insurance is limited to the guaranteed amount of the lesser of one times salary or \$600,000 due to failure to provide the required satisfactory evidence of insurability will not receive an increase in insurance due to salary increases until satisfactory evidence of insurability is provided.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

<u>Eligible Class</u>	<u>Amount of Insurance</u>
Spouse/same sex life partners	\$5,000
Child	\$2,000

First eligible child born benefit: If an employee's first eligible child dies within 31 days of birth, but prior to the employee enrolling in dependent coverage, we will pay a benefit of \$2,000.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT: Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For Spouse/same sex life partners insurance: \$5,000
For child insurance: \$2,000

EVIDENCE OF INSURABILITY: Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE: Does not apply to life insurance under the group policy. However, exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

WAIVER OF PREMIUM APPLICATION: Applies to contributory employee insurance.

INITIAL and FUTURE ANNUAL OPEN ENROLLMENTS:

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one salary level more than the amount of coverage they currently have, provided the resulting amount of insurance does not exceed the guarantee issue maximum
- An employee may elect spouse/same sex life partner coverage.
- An employee may elect child life coverage

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change and the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee may increase his or her supplemental life coverage by one salary level.

Coverage will be effective on the date of the election, subject to the actively at work requirement.

Qualified Status Change means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse, domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership

Supplements to the Certificate

Accidental Death and Dismemberment	Applies to all Classes.
Dependents Term Life	Applies to Class 7 only.
Waiver of Premium	Applies to Class 2c, 5, 6 and 7 only
Accelerated Benefits	Applies to all Classes
Survivor Income	Applies to Class 7 only

Definitions

age

Attained age as of most recent birthday.

application

Your application for insurance under the group policy and, if required, your evidence of insurability application.

associated company

Any company which is a subsidiary or affiliate of the policyholder which is designated by the policyholder and agreed to by us to participate under the group policy.

certificate effective date

The date your coverage under this certificate becomes effective.

contributory insurance

Insurance for which you are required to make premium contributions.

earnings

Your base salary including longevity, but excluding bonuses, overtime and other additional compensation. "Longevity" is a pay increase awarded periodically based on years of service.

employee

An individual who is employed by the policyholder or by an associated company. A sole proprietor will be considered the employee of the proprietorship. A partner in a partnership will be considered an employee so long as the partner's principal work is the conduct of the partnership's business. The term employee does not include temporary employees nor corporate directors who are not otherwise employees.

employer

The policyholder or any designated associated companies.

evidence of insurability

Evidence satisfactory to us of the good health of the prospective insured and any other underwriting information we require.

insured

A person who is eligible for and becomes insured according to the terms of this certificate.

non-work day

A day on which you are not regularly scheduled to work, including scheduled time off for vacations, personal

holidays, weekends and holidays, and approved leaves of absence for non-medical reasons.

Non-work day does not include time off for medical leave of absence, temporary layoff, employer suspension of operations in total or in part, strike, and any time off due to sickness or injury including sick days, short-term disability, or long term disability.

noncontributory insurance

Insurance for which you are not required to make premium contributions.

policyholder

The owner of the group policy as shown on the specifications page attached to this certificate.

specifications page

The outline which summarizes your coverage under the policyholder's plan of insurance.

waiting period

The period, if any, of continuous employment with the employer required prior to becoming eligible for coverage under this certificate. The waiting period is shown on the specifications page attached to this certificate.

we, our, us

Minnesota Life Insurance Company.

you, your, certificate holder

An insured employee.

General Information

What is your agreement with us?

You are insured under the group policy shown on the specifications page attached to this certificate. Your application as defined under this certificate is attached and is a part of this certificate. This certificate summarizes the principal provisions of the group policy that affect your life insurance coverage. The provisions summarized in this certificate are subject in every respect to the group policy.

Any statements made in your application as defined in this certificate will, in the absence of fraud, be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless the statement is contained in the application attached to your certificate.

This certificate is issued in consideration of your application and the payment of the required premium.

Can this certificate be amended?

Your consent is not required to amend this certificate unless the amendment reduces or eliminates your coverage and you pay all or a portion of the premiums for such coverage. You will be notified 30 days in advance of any amendment which reduces or eliminates your coverage. Any amendment will be without prejudice to any claim in connection with a loss sustained prior to the effective date of the amendment. Termination of your coverage is not an amendment which reduces or eliminates your coverage.

Who is eligible for insurance?

You are eligible if you:

- (1) are a member of the group and of an eligible class as defined in the group policy; and
- (2) work for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this certificate; and
- (3) have satisfied the waiting period as shown on the specifications page attached to this certificate; and
- (4) meet the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

Are retired employees eligible for insurance?

If the policyholder's plan of insurance, as reflected in the specifications page attached to this certificate, does not specifically provide insurance for retired employees, a retired employee shall not be eligible to become insured, nor have his or her insurance continued. If the policyholder's plan of insurance specifically provides insurance for retired employees, the minimum hours per week and actively at work requirements will not apply to such persons.

What is the actively at work requirement?

To be eligible to become insured or to receive an increase in the amount of insurance, you must be actively at work fully performing your customary duties for your regularly scheduled number of hours at the employer's normal place of business, or at other places the employer's business requires you to travel.

If you are not actively at work on the date coverage would otherwise begin, or on the date an increase in your amount of insurance would otherwise be effective, you will not be eligible for the coverage or increase until you return to active work. However, if the absence is on a non-work day, coverage will not be delayed provided you were actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this certificate, you are eligible to continue to be insured only while you remain actively at work.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to this certificate states that evidence of insurability is required; or
- (2) the insurance is contributory and you do not enroll within the enrollment period shown on the specifications page attached to this certificate; or
- (3) the insurance for which you previously enrolled did not go into effect or was terminated because you failed to make a required premium contribution; or
- (4) during a previous period of eligibility, you failed to submit required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) you are insured by an individual policy issued under the terms of the conversion right section.

When does insurance become effective?

Insurance becomes effective on the date that all of the following conditions have been met:

- (1) you meet all eligibility requirements; and
- (2) if required, you apply for the insurance on forms which are approved by us; and
- (3) we are satisfied with your evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

Can your coverage be continued during sickness, injury, leave of absence or temporary layoff?

Yes. The employer may continue your noncontributory insurance or allow you to continue your contributory insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff. Continuation of your insurance is subject to certain time limits and conditions as stated in the group policy. If you stop active work for any reason, you should discuss with the employer what arrangements may be made to continue your insurance.

Premiums

When and how often are your premium contributions due?

Unless the policyholder and we have agreed to some other premium payment procedure, any premium contributions you are required to make for contributory insurance are to be paid by you to the policyholder on a monthly basis. We apply premiums consecutively to keep the insurance in force.

The policyholder is required to collect all premiums due under this plan from the insureds and remit the premiums to us on a timely basis.

How is the premium determined?

The premium will be the premium rate multiplied by the number of \$1,000 units of insurance in force on the date

premiums are due. The premium may also be computed by any other method on which the policyholder and we agree.

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee period; or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% or more.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this certificate.

Can you request a change in the amount of your contributory insurance?

You can request a change in your contributory insurance amount only during an annual open enrollment period, as determined by the employer, or within 31 days of a Qualified Status Change. Qualified Status Change shall be as determined by the employer.

If you request an increase in the amount of your contributory insurance, we will require evidence of insurability, unless otherwise noted on the specifications page.

When will changes in your coverage amount be effective?

Requested increases in the amount of your contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of your contributory insurance are effective on the first day of the month following receipt of your request for a decrease, or if different, according to the administrative practices of the employer.

Requests for a change made during a special enrollment period offered by the employer will not become effective prior to the general effective date of elections made during that enrollment.

Increases and decreases in insurance amounts which result from a change in your eligible class or earnings will be effective as shown on the specifications page attached to this certificate.

All increases in the amount of insurance are subject to the actively at work requirement.

When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that you died while insured under this certificate. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of your death until the date of payment. Interest will be at an annual rate determined by us, but never less than 4% per year compounded annually, or the minimum required by state law, whichever is greater.

Payment of the death benefit will extinguish our liability under the certificate for which the death benefit has been paid.

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by you to receive the death benefit to be paid at your death. You may name one or more beneficiaries. You cannot name the policyholder or an associated company of the policyholder as a beneficiary.

You may also choose to name a beneficiary that you cannot change without the beneficiary's consent. This is called an irrevocable beneficiary.

If there is more than one beneficiary, each will receive an equal share, unless you have requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of your death. In the event a beneficiary is not living on the date of your death, that beneficiary's portion of the death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of you and a beneficiary, the death benefit will be paid as if you survived the beneficiary.

If there is no eligible beneficiary, or if you do not name one, we will pay the death benefit to:

- (1) your lawful spouse, if living, otherwise;
- (2) your natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) your parents in equal shares, if living, otherwise;
- (4) your brothers and sisters in equal shares, if living, otherwise;
- (5) the personal representative of your estate.

Can you add or change beneficiaries?

Yes. You can add or change beneficiaries if all of the following are true:

- (1) your coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) you have not assigned the ownership of your insurance.

A request to add or change a beneficiary must be made in writing. All requests are subject to our approval. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving your notice.

Termination

When does your coverage terminate?

Your coverage ends on the earliest of the following:

- (1) the date the group policy ends; or
- (2) the date you no longer meet the eligibility requirements; or
- (3) the date the group policy is amended so you are no longer eligible; or
- (4) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (5) the last day for which premium contributions have been paid following your written request to cease participation under this certificate.

If your coverage under the group policy terminates due to non-payment of premiums, your coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during your lifetime.

Can your insurance be reinstated after termination?

Yes. When your coverage terminates because you are no longer eligible, and you become eligible again within three months after the date your coverage under this certificate terminated, your coverage may be reinstated.

Provided you are not then covered by an individual policy issued under the terms of the conversion right section, your coverage under the group policy shall be reinstated automatically, without evidence of insurability or satisfaction of any waiting period. Your amount of insurance will be that which applies to the classification to which you then belong, on the date you again become eligible. If the policyholder's plan of insurance provides for contributory insurance under the group policy, your amount of contributory insurance will be limited to that for which you were insured immediately prior to the loss of coverage.

When does the group policy terminate?

The policyholder may terminate the group policy by giving us 31 days prior written notice. We reserve the right to terminate the group policy on the earliest of the following to occur:

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) on any subsequent policy anniversary after the date the number of employees insured is less than any minimum established by us or as required by applicable state law; or
- (3) 31 days after we provide the policyholder with notice of our intent to terminate the group policy.

Conversion Right

What is the conversion right?

You may be able to convert this insurance to a new individual life insurance policy if all or part of your life insurance under the group policy terminates.

You may convert up to the full amount of terminated insurance if termination occurs because you move from one existing eligible class to another, or you are no longer in an eligible class.

Limited conversion is available if, after you have been insured for at least five years, insurance is terminated because:

- (1) the group policy is terminated; or
- (2) the group policy is changed to reduce or terminate your insurance.

In such case, you may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

- (a) \$2,000; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which you become eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date the insurance terminated under the group policy.

Neither the conversion right nor the limited conversion right is available if your coverage under the group policy terminates due to failure to make, when due, required premium contributions.

Under both the conversion right and the limited conversion right, you may convert your insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability benefits, accidental death and dismemberment benefits, or accelerated benefits.

How do you convert your insurance?

You convert your insurance by applying for an individual policy and paying the first premium within 31 days after your group insurance terminates. No evidence of insurability will be required.

How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, your age, and the class of risk to which you belong on the date of the conversion.

When is the individual policy effective?

The individual policy takes effect 31 days after the group insurance provided under the group policy terminates.

What happens if you die during the 31-day period allowed for conversion?

If you die during the 31-day period allowed for conversion, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance you would have been eligible to convert under the terms of the conversion right section.

We will return any premium you paid for an individual policy to your beneficiary named under the group policy. In no event will we be liable under both the group policy and the individual policy.

Additional Information

What if your age has been misstated?

If your age has been misstated, the death benefit payable will be that amount to which you are entitled based on your correct age. A premium adjustment will be made so that the actual premium required at your correct age is paid.

Is there a suicide exclusion?

The specifications page attached to this certificate indicates what insurance, if any, is subject to the suicide exclusion outlined below.

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid if you, whether sane or insane, die by suicide within two years of the effective date of your insurance.

If there has been an increase in your amount of insurance for which you were required to apply or for which we required evidence of insurability, and if you die by suicide within two years of the effective date of the increase, our liability with respect to that increase will be limited to the premiums paid and attributable to such increase.

When does your insurance become incontestable?

Except for the non-payment of premiums, after your insurance has been in force during your lifetime for two years from the effective date of your coverage, we cannot contest your coverage. However, if there has been an increase in the amount of insurance for which you were required to apply or for which we required evidence of insurability, then, to the extent of the increase, any loss which occurs within two years of the effective date of the increase will be contestable.

Any statements you make in your application as defined under this certificate will be considered representations and not warranties. Also, any statement you make will not be used to void your insurance, nor defend against a claim, unless the statement is contained in the application attached to your certificate.

Can your insurance be assigned?

Yes. However, we will not be bound by an assignment of the certificate or of any interest in it unless it is made as a written instrument, and you file the original instrument or a certified copy with us at our home office, and we send you an acknowledged copy.

We are not responsible for the validity of any assignment. You are responsible for ensuring that the assignment is legal in your state and that it accomplishes your intended goals. If a claim is based on an assignment, we may require proof of interest of the claimant. A valid assignment will take precedence over any claim of a beneficiary.

Is the policyholder required to maintain records?

Yes. The policyholder is required to maintain adequate records of any information necessary for us to administer this certificate. We own the records relating to the insurance provided by this certificate, and can obtain them from the policyholder at any reasonable time.

If a clerical error is made in keeping records on the insurance under the group policy, it will not affect otherwise valid insurance. A clerical error does not continue insurance which is otherwise stopped. If an error causes a change in premium payment, we will make a fair adjustment.

Will the provisions of this certificate conform with state law?

Yes. If any provision in this certificate, or in the provisions of the group policy, is in conflict with the laws of the state governing the certificates or the group policy, the provision will be deemed to be amended to conform to such laws.

Accidental Death and Dismemberment Certificate Supplement

MINNESOTA LIFE

Minnesota Life Insurance Company, A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. Coverage under this supplement will not be included in any insurance issued under the conversion right section of your certificate

What does this supplement provide?

This supplement provides accidental death and dismemberment coverage subject to all terms, conditions, and exclusions herein.

Who is eligible for insurance under this supplement?

An employee who is insured under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this supplement

When does insurance under this supplement become effective?

Insurance becomes effective on the date that all of the following conditions have been met:

- (1) you meet all eligibility requirements; and
- (2) for contributory coverage, application for the coverage is made on forms which are approved by us; and
- (3) we receive the required premium.

Accidental Death and Dismemberment (AD&D) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this supplement means that your death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while your coverage under this supplement is in force. Your dismemberment must occur within 365 days after the date of the injury and while your coverage under this supplement is in force.

In no event will we pay the accidental death or dismemberment benefit where your death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

- (1) self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) your participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (6) motor vehicle collision or accident where you are the operator of the motor vehicle and your blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier. This exclusion does not apply while you are boarding; leaving; riding as a passenger or crew member on or are struck by a "Specified Aircraft", during an authorized business trip for your employer. A "Specified Aircraft" means any of the aircraft described below which is owned, operated, controlled or leased by or on behalf of the policyholder or any of its subsidiaries or affiliates or its customers, if such aircraft is: (a) Certified; and (b) operated by a pilot who has a Certificate of Competency and who has logged the applicable number of hours of flying time in aircraft of similar design. The term does not include any aircraft used for: (a) firefighting; (b) exploration; (c) pipe or power line work; or (d) aerial photography.

Aircraft model/type: Bell 206-L4, **FAA Tail Number:** CC-001307, **Crew Seats:** 2, **Passenger seats:** 5.

Aircraft model/type: Bell 206-L4, **FAA Tail Number:** CC-001327, **Crew Seats:** 2, **Passenger Seats:** 5.

"Specified Aircraft" also means "New" and "Substitute Aircraft". "New Aircraft" means any newly acquired Certified civilian aircraft operated by a pilot who has a Certificate of Competency for that type of aircraft, if the policyholder notifies us within 365 days of the acquisition. "Substitute

Aircraft” means a Certified civilian aircraft of like design to a “Specified Aircraft” that is (a) operated by a pilot who has a Certificate of Competency for a similar type and design of aircraft; and (b) being used temporarily in the place of a policyholder “Specified Aircraft”; or

- (10) war or any act of war, whether declared or undeclared and including resistance to armed aggression. This exclusion will not apply during an authorized business trip for the employer while the insured is travelling a “Designated War Risk Area”. However, this applies only if the policyholder gives us the required information shown below at each of the following times; (a) whenever conditions of war change in a Designated War Risk Area; (b) whenever we ask for it. The following required information must be provided for each employee who is covered for this risk: (a) the employee’s name; (b) the employee’s amount of insurance under the coverage; (c) the Designated War Risk Area to which the employee plans to travel; and (d) the duration of travel in a Designated War Risk Area. We have the right to change: (1) the Designated War Risk Area(s) shown below if the conditions of war in those areas change; and (2) premium rates for this risk. We will notify the policyholder in writing at least 10 days before a change in premium rates is made. The policyholder may write to us in advance, to ask that this war risk hazard exception be ended. It will end on the date requested. We may end this hazard exception at any time. But, written notice of our intent to do so will be given to the policyholder at least 10 days in advance. The end of this hazard exception will not affect a claim incurred before the time the hazard ends;

Designated War Risk Areas

Afghanistan, Algeria, Burundi, Canada, Chechenia, Central African Republic, Chad, Columbia, Congo, Dem. Republic of Congo, Cote D’Ivoire, Eritrea, Ethiopia, Guinea, Haiti, Iran, Iraq, Israel, Jammu & Kashmir, Kenya, Korea (DPR), Kyrgyzstan, Lebanon, Liberia, Libya, Mali, Mauritania, Mexico, Nepal, Niger, Nigeria, Pakistan, Palestine (West Bank & Gaza), Philippines, Saudi Arabia, Somalia, South Sudan, Sudan, Syria, Tajikistan, United States of America, Uzbekistan, Yemen, Zimbabwe; or

- (11) service in the military of any nation.

What is the amount of the accidental death and dismemberment benefit?

The amount of the benefit shall be a percentage of the amount of insurance shown on the specifications page attached to the group policy. The percentage is determined by the type of loss as shown in the following table:

FOR LOSS OF	AMOUNT OF BENEFIT
Life.....	Full Amount of AD&D Insurance
Both Hands or Both Feet..	Full Amount of AD&D Insurance

Sight of Both Eyes	Full Amount of AD&D Insurance
Speech and Hearing.....	Full Amount of AD&D Insurance
One Hand and One Foot ..	Full Amount of AD&D Insurance
One Foot and Sight of One Eye.....	Full Amount of AD&D Insurance
One Hand and Sight of One Eye.....	Full Amount of AD&D Insurance
Quadriplegia	Full Amount of AD&D Insurance
Paraplegia	75% of Amount of AD&D Insurance
Sight of One Eye	50% of Amount of AD&D Insurance
Speech or Hearing.....	50% of Amount of AD&D Insurance
One Hand or One Foot.....	50% of Amount of AD&D Insurance
Hemiplegia.....	50% of Amount of AD&D Insurance
Thumb and Index Finger of One Hand....	25% of Amount of AD&D Insurance
Coma	5% of Amount of AD&D Insurance

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet). Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand or the loss of four fingers of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of AD&D insurance payable under this supplement for all losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this supplement, will never exceed the full amount of AD&D insurance shown on the specifications page attached to the group policy.

When will the accidental death and dismemberment benefit be payable?

We will pay the AD&D benefit upon receipt at our home office of written proof satisfactory to us that the insured died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the insured's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 3% per year compounded annually or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

In the case of your accidental death, we will pay the accidental death benefit to the person or persons entitled to receive your death benefit under the terms of the group policy. The benefit for other losses sustained by you will be paid to you, if living, otherwise to your estate.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the AD&D benefits. Additional benefits are paid in addition to any AD&D benefits described in the Accidental Death and Dismemberment section, unless otherwise stated.

Air Bag Benefit

What is the air bag benefit?

If you die as a result of a covered accident which occurs while you are driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of \$10,000 or 10% of your amount of AD&D insurance.

In order to be eligible for this benefit, the following must apply:

- (1) the seat in which you were seated was equipped with a properly installed airbag at the time of the accident; and
- (2) the private passenger car is equipped with seatbelts; and
- (3) a seatbelt was in proper use by you at the time of the accident as certified in the official accident report or by the investigating officer; and
- (4) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Airbag means a passive restraint device in a vehicle which inflates upon collision to protect an individual from injury or death.

Seatbelt means a properly installed seatbelt (or child restraint if the insured is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Child Care Benefit

What is the child care benefit?

If you die as a result of a covered accident and you are survived by your insured dependent spouse/life partner and one or more insured dependent children under age 13, we will pay additional benefits to reimburse the surviving spouse/life partner for child care expenses they incur for your dependent children while under age 13. Your qualifying dependent children must also be dependent on the surviving spouse/life partner for a benefit to be considered.

The benefit for each child per year will be the lesser of:

- (1) 3% of your amount of AD&D insurance; or
- (2) \$2,000; or
- (3) incurred child care expenses.

Child care expenses are those expenses which are for a service or supply furnished by a licensed child care provider or facility for a dependent child's care. No payment will be made for expenses incurred more than four years after the date of your death or for expenses incurred for dependent children over age 13. Proof of incurred child care expenses by the surviving spouse/life partner shall be required before any benefit payment is made. The child care benefit will be paid to the surviving spouse/life partner.

Coma Benefit

What is the coma benefit?

If you lapse into a coma as a result of and within 365 days of a covered accidental injury, and such coma has lasted for a minimum of 31 consecutive days, we will pay a monthly benefit equal to 5% of your amount of AD&D insurance.

This benefit will be paid monthly until the earliest of the following:

- (1) the date you recover such that you are no longer in a coma as defined herein; or
- (2) the date of your death. If an accidental death payment is due under this rider, the amount of such payment will be reduced by the amount of AD&D insurance paid under this coma provision; or
- (3) 12 monthly benefits have been paid.

Coma means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. The insured must be confined in a medical facility and diagnosed as comatose by a licensed physician.

Dependent Child Education Benefit

What is the dependent child education benefit?

We will pay an education benefit on behalf of your dependent children if you die as a result of a covered accident and are survived by one or more insured dependent children, provided that:

- (1) at the time of your death, the dependent child is enrolled as a full-time student at an accredited post-secondary educational institution (however, no benefit will be payable for the current school year); or
- (2) the dependent child enrolls on a full-time basis in an accredited post-secondary educational institution within one year of your death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) 5% of your amount of AD&D insurance; or
- (3) \$5,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 26. The benefit will be paid to the insured dependent child if he or she is of legal age. If the insured dependent child is not of legal age the benefit will be paid to the person who provides proof they have paid or will pay the tuition bill for that school year. Proof of enrollment and tuition costs are required for each school year.

Disappearance Benefit

What is the disappearance benefit?

If your body has not been found after one year from the date the conveyance in which you were traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the policy and proof satisfactory to us that the accident occurred and you were a passenger on the conveyance, that you have died as a result of an accidental injury which was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this rider.

Exposure Benefit

What is the exposure benefit?

A loss due to exposure to the elements will be covered as if it were due to injury, provided such loss results from unavoidable exposure to the elements by reason of a covered accident.

Seatbelt Benefit

What is the seatbelt benefit?

If you die as a result of a covered accident which occurs while you are driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of:

- (1) \$10,000; or
- (2) 10% of your amount of AD&D insurance.

In order to be eligible for this benefit, the following must apply:

- (1) the private passenger car was equipped with seatbelts; and
- (2) a seatbelt was in proper use by you at the time of the accident as certified in the official accident report or by the investigating officer; and
- (3) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Seatbelt means a properly installed seatbelt (or child restraint if the insured is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Spouse/Life Partner Education Benefit

What is the spouse/life partner education benefit?

We will pay an education benefit on behalf of your spouse/life partner if you die as a result of a covered accident and are survived by your insured spouse/life partner, provided that the spouse/life partner enrolls in a program of higher education within 12 months after your death.

The benefit payable will be the least of:

- (1) the actual tuition charged for all such education; or
- (2) 5% of your amount of AD&D insurance; or
- (3) \$5,000.

Only expenses occurring within 30 months after the date of your death will be eligible for reimbursement.

Termination

When does your coverage under this supplement terminate?

Your coverage ends on the earliest of:

- (1) the date you are no longer covered for life insurance under the group policy; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this supplement; or
- (2) the date the group policy is terminated.

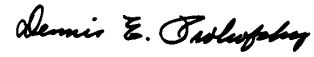
Additional Information

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have you medically examined at our expense when and so often as we may reasonably require whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in case of death.

Can insurance under this supplement be converted to a policy of individual insurance upon termination?

No. Coverage under this supplement will not be included in any insurance issued under the conversion right section of the group policy.


Secretary


President

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a certificate supplement to your certificate will not apply to dependents coverage provided by this certificate supplement.

What does this supplement provide?

This supplement provides insurance on the lives of your eligible dependents.

What members of your family are eligible for insurance under this supplement?

The following members of your family are eligible for insurance under this supplement:

- (1) your lawful spouse who is not legally separated from you, or your Life Partner of the same sex*, who meets any age requirements as shown on the specifications page attached to the group policy. (either a spouse or a Life Partner may be a dependent under the certificate at any one time, but not both at the same time); and
- (2) your children, legally adopted children, children placed with you for adoption prior to legal adoption, stepchildren, the Life Partner's children, and foster children who depend on you for support and maintenance. Children are eligible from live birth up to age 26. Children who are incapacitated (mentally or physically incapable of earning a living) prior to reaching age 26 will continue to be eligible for coverage after age 26.

*Life Partner of the same sex who:

- (a) you report in an affidavit of Life Partnership satisfactory to us; and
- (b) has a long-term committed relationship with you; and
- (c) is at least 18 years old and competent to contract; and
- (d) is not related to you in any way which would prohibit marriage in the Commonwealth of Pennsylvania; and
- (e) is your sole Life Partner; and
- (f) has not been a member of a different Life Partnership for the past 12 months (unless the prior Life Partnership ended as the result of the death of the other Life Partner); and

- (g) has agreed to share the common necessities of life with you and to be responsible for the Partnership's mutual common welfare; and
- (h) shares at least one residence with you; and
- (i) has mutually agreed under penalty of law to notify the Commission of any change in the status of the Life Partnership.

If both parents of a child qualify as eligible employees under the group policy, the child shall be considered a dependent of only one parent for purposes of this supplement. If any child qualifies as an eligible employee under the group policy, he or she is not eligible to be insured as a dependent child.

Any dependent who, subsequent to the effective date of this supplement, meets the requirements of this provision will become insured on the date he or she so qualifies.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to your certificate states that evidence of insurability is required; or
- (2) the insurance is contributory and you do not enroll for coverage under this supplement within the enrollment period shown on the specifications page attached to your certificate; or
- (3) dependents insurance for which you previously enrolled did not go into effect or was terminated because you failed to make a required premium contribution; or
- (4) during a previous period of eligibility, you failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this supplement.

When does insurance on a dependent become effective?

Insurance on a dependent becomes effective on the date when all of the following conditions have been met:

- (1) the dependent meets all eligibility requirements; and
- (2) if required, you apply for dependents coverage on forms which are approved by us; and
- (3) we are satisfied with the dependent's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

If a dependent (other than a newborn child) is hospitalized or confined because of illness or disease on the date his

or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement. However, in no event will insurance on a dependent be effective before your insurance is effective.

Death Benefit

What is the amount of life insurance on each insured dependent?

The amount of life insurance on each insured dependent is shown on the specifications page attached to your certificate.

To whom will we pay the death benefit?

The death benefit payable under this supplement will be paid to you if living, otherwise to your estate.

Termination

When does an insured dependent's coverage under this supplement terminate?

An insured dependent's coverage ends on the earliest of the following:

- (1) the date the dependent no longer meets the eligibility requirements; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (3) the last day for which premium contributions have been made following your written request that insurance on your eligible dependents be terminated; or
- (4) the date you are no longer covered under the group policy.

You must notify us or your employer when a dependent is no longer eligible for coverage under this supplement so that premiums may be discontinued. All premiums paid for dependents who are no longer eligible for coverage under this supplement will be refunded without any payment of claim.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel the Dependents Term Life Insurance Policy Rider; or
- (2) the date the group policy is terminated.

Additional Information

What is the conversion right under this supplement?

If an insured dependent's coverage under this supplement terminates because he or she is no longer eligible, or because of your death, or because of termination or amendment of this supplement, the insurance may be converted to a policy of individual insurance with Minnesota Life.


Conversion may be requested by you, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of your certificate to which this supplement is attached will apply.

Do any Waiver of Premium supplements to your certificate apply to insured dependents?

Any Waiver of Premium supplement to your certificate will not apply to dependents covered under this supplement except as provided for herein.

If, due to your disability, your insurance is continued in force without further payment of premiums due to any Waiver of Premium supplement to your certificate, any dependents insurance provided by this supplement shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until your insurance is no longer continued in force due to any such supplement to your certificate.

This provision is not applicable if the dependent's insurance has been converted under the conversion right section of this supplement, unless the converted policy is surrendered without claim except for refund of premiums.


Secretary


President

Benefits received under this Accelerated Benefits Certificate Supplement may be taxable. You should seek assistance from a personal tax advisor prior to requesting an accelerated payment of death benefits.

General Information

This certificate supplement is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein.

What does this supplement provide?

This supplement provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under your certificate. If an insured has a terminal condition as defined in this supplement, you may request an accelerated payment of the applicable death benefit.

Definitions

accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this supplement.

death benefit

The amount of the insured's life insurance as shown on the specifications page attached to your certificate.

immediate family

Your spouse/life partner, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

insured

For purposes of this supplement, an insured employee, an insured spouse/life partner, or an insured dependent child.

physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include you or a member of your immediate family.

Terminal Condition

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that the insured's life expectancy, because of sickness or accident, is twelve months or less. That evidence must include certification by a physician.

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured's medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

Payment of Accelerated Benefit

How do we calculate the accelerated benefit?

We will multiply the death benefit by the accelerated benefit factor to determine the accelerated benefit available.

How do we calculate the accelerated benefit factor?

The accelerated benefit factor will be stated as a percentage of the insured's death benefit. When we calculate this factor, we will consider the insured's age.

We will also base our calculation on certain assumptions, which we may change from time to time, including but not limited to assumptions about:

- (1) expected future premiums; and
- (2) the insured's life expectancy.

What are the conditions for the payment of an accelerated benefit?

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

- (1) diagnosis of the terminal condition must occur while coverage is in force and all premiums due are fully paid; and
- (2) application must be made in writing and in a form which is satisfactory to us. We will provide you with the required claim form; and
- (3) you must be the sole owner of the certificate; and
- (4) the insured's insurance must not have an irrevocable beneficiary.

Who may request an accelerated payment of the death benefit?

You may request an accelerated payment of the insurance on your life or on the life of a spouse/life partner or dependent child insured under your certificate.

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this supplement is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this supplement if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

Is there a minimum or maximum death benefit eligible for an accelerated benefit?

Yes. The minimum death benefit to be eligible for an accelerated benefit under this supplement is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is \$1,000,000.

Do you have to take the entire accelerated benefit?

No. You may choose to receive a partial accelerated benefit. If you do so, the insured's remaining coverage will stay in force.

If you elect to receive only a partial accelerated benefit amount available under this supplement, the insured's remaining death benefit under the certificate must be at least \$25,000.

You may reapply for the payment of the remaining amount of insurance at any time. However, we may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

What is the effect on the insured's coverage of the receipt of an accelerated benefit?

Payment of accelerated benefits will reduce your death benefit in whole or in part. If you elect to accelerate the full amount of an insured's death benefit, the insured's coverage and all other benefits under the certificate and any certificate supplements for that insured will end. If such termination causes a certificate holder's covered spouse or dependent children to lose coverage, each of them will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the certificate to which this supplement is attached.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under your certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

How will we pay the accelerated benefit?

We will pay the accelerated benefit in one lump sum or in any other mutually agreeable manner.

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to you unless you validly assign them otherwise. If you die before all accelerated benefit payments have been made, we will pay the remainder to the beneficiary named under this certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

Termination

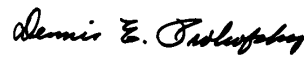
When does an insured's coverage under this supplement terminate?

An insured's coverage ends on the date the insured is no longer covered for life insurance under the group policy.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel the Accelerated Benefits Policy Rider; or
- (2) the date the group policy is terminated.


Secretary


President

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. The specifications page attached to your certificate indicates whether this supplement applies to contributory insurance or noncontributory insurance. Coverage under this supplement will not be included in any insurance issued under the conversion right section of your certificate.

What does this supplement provide?

This supplement provides for waiver of premium if you become totally and permanently disabled, as defined herein, while under age 60. Upon approval of proof of such disability, your insurance, including all supplements to your certificate which were in force on the date of onset of your disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total and permanent disability.

What is total disability?

Total disability is a disability which occurs while your insurance is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably suited by education, training, or experience. You must be under the care of a licensed physician. The licensed physician cannot be you or a member of your immediate family. For purposes of this supplement, your immediate family consists of your spouse/life partner, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

What is permanent disability?

Permanent disability is a total disability which has existed continuously for at least six months.

Are there any limitations?

Yes. Insurance will not be continued if your disability results from intentionally self-inflicted injury, participation in or any attempt to commit a felony, or war or any act of war, whether declared or undeclared.

Do premiums have to be paid after you become disabled?

Yes. Premiums have to be paid after you become disabled, but only until we approve your total and permanent disability claim. Continued payment prevents the possible loss of your coverage and eligibility if your claim is not approved.

What if you convert your group life insurance to a policy of individual insurance prior to the approval of your disability claim?

If your coverage has been converted in accordance with the conversion right section of your certificate, benefits under this supplement will apply only if the converted policy is surrendered without claim, except for refund of premiums.

What will be considered due proof of total and permanent disability?

You must furnish evidence satisfactory to us that your disability:

- (1) commenced while your insurance under your certificate was in force; and
- (2) meet the definition of total disability; and
- (3) commenced before your 60th birthday; and
- (4) was continuous for six months or more.

We will, from time to time, also require additional proof satisfactory to us that you continue to be totally and permanently disabled. We may also require that you submit to one or more medical examinations at our expense.

If you die within one year of the date of onset of your disability, your beneficiary may claim benefits under this supplement even if your premium payments were discontinued and you had not submitted due proof satisfactory to us of your total disability or you were continuously disabled for less than six months. Your beneficiary must submit due proof satisfactory to us that your total disability, which began before premium payments on your behalf were discontinued and before your 60th birthday, continued without interruption until your death.

When must we be notified of your disability or death?

We must receive written notice at our home office of your total disability within one year of the date of onset of such disability. However, failure to give notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

We must receive written notice at our home office within one year of death that you died during the period of continuance provided by this supplement. Proof must be furnished that you continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time frame, there shall be no liability for any payment under this supplement.

What is the amount of insurance to be continued without payment of premium under this supplement?

The amount of your insurance continued without payment of premium shall be the amount of insurance that was in force on the date of onset of the disability.

If your certificate provides for reductions in amounts of insurance based on age or retirement, such reductions shall apply to your insurance.

How long will insurance be continued without payment of premium?

If you become totally and permanently disabled, insurance will be continued, without payment of premium, until the earliest of:

- (1) your 65th birthday; or
- (2) the date you recover so that you are no longer totally and permanently disabled; or
- (3) the date you fail to furnish proof of continued disability when requested or you refuse to submit to a required medical examination.

However, if you are an employee and your certificate provides for termination of insurance at retirement, insurance provided under this supplement will also terminate when you retire, including normal or early retirement. Your retirement date shall be the earlier of:

- (1) the date you actually retire; or
- (2) your presumed normal retirement date as established by the employer's applicable retirement plan. If no such date has been established, your presumed retirement date shall be age 65.

What happens to your insurance when the waiver of premium benefit ends?

When the benefits under this supplement end according to the provisions of the section entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If you are then eligible for coverage under your certificate, your insurance may be continued under your certificate provided that premiums are paid. The first such premium payment must be made within 31 days of the date the waiver of premium benefit ends.
- (2) If you are no longer eligible for coverage under your certificate, you may convert coverage to an individual policy, as provided for under the conversion right section of your certificate.


Your insurance will end unless, within 31 days of the date benefits under this supplement end, premium payments on your behalf are resumed or you apply to convert your coverage.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to terminate the Term Life Waiver of Premium Policy Rider; or
- (2) the date the group policy is terminated.

Insurance being continued without further payment of premiums in accordance with the provisions of this supplement will not end due solely to the termination of the Term Life Waiver of Premium Policy Rider or of the group policy.


Secretary


President

Survivor Income Benefit Certificate Supplement

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein.

What does this supplement provide?

This supplement provides a monthly benefit payable to your survivors if you die while covered under this supplement.

Who is eligible for insurance under this supplement?

An employee who meets the requirements shown on the specifications page attached to the certificate is eligible for survivor income benefits under this supplement.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to the group policy states that evidence of insurability is required; or
- (2) you do not enroll for coverage under this supplement within the enrollment period shown on the specifications page attached to the certificate.

When does survivor income insurance become effective?

Survivor income insurance becomes effective on the date when all of the following conditions have been met:

- (1) you meet all eligibility requirements; and
- (2) you apply for survivor income insurance in accordance with the application methods agreed upon by the policyholder and us; and
- (3) we are satisfied with your evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

Death Benefit

What is the amount of the survivor income benefit?

The survivor income benefit is payable for up to 24 months following your death.

The Survivor Income Benefit amount is listed on the attached specifications page.

When will the survivor income insurance benefit be payable?

We will pay the first monthly installment of the monthly survivor income benefit on the first day of the calendar month following receipt at our home office of written proof satisfactory to us that the employee died while insured under this rider. Subsequent benefit payments will be paid each following month until benefits terminate as described below. All payments by us are payable from our home office.

To whom will we pay the survivor income benefit?

We will pay the monthly survivor income benefit to the following eligible survivor(s), in order of priority:

- (1) your spouse/ life partner;
- (2) your unmarried child(ren) who is:
 - (a) under the age of 26, or
 - (b) totally and permanently disabled at any age, whose disability began prior to attainment of age 26 if the child is dependent on you for support at the time of your death.

To qualify as your child, the child must be one of the following:

- (1) your children who either meet the definition of a dependent found in the section entitled "What members your family are covered for insurance under this supplement?" in the Dependents Term Life Insurance Certificate Supplement on the date of your death, or your biological child born after the date of your death;
- (2) children for whom adoption proceedings are pending on the date of your death but not until that child becomes a legally adopted child of your surviving spouse/life partner;

A child ceases to be an eligible survivor upon marrying or if not totally and permanently disabled upon reaching his or her 26th birthday.

When there are two or more persons in a category described above eligible to receive these benefits, they will share equally.

A dependent under this coverage will not include a widow or widower who marries again or a life partner who establishes a new life partnership, or a child 26 or more years old (unless totally and permanently disabled) or married.

If there are no eligible survivors living after the insured's death, no benefits will be payable under this rider.

When do survivor income benefits terminate?

The monthly benefits shall be payable until the earlier of the following:

- (1) after 24 monthly payments have been made; or
- (2) the date there are no longer any eligible survivors.

Termination

When does your coverage under this supplement terminate?

Your coverage ends on the earliest of the following:

- (1) the date you no longer meet the eligibility requirements; or
- (2) 31 days (the grace period) after the due date of any premium which is not paid; or
- (3) the last day for which premium contributions have been made following your written request that survivor income insurance be terminated; or
- (4) the date this supplement terminates.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date requested by the policyholder to cancel the Survivor Income Benefit Policy Rider for its plan; or
- (2) the date the group policy is terminated.

Monthly benefits payable due to your death will not end due solely to the termination of this supplement or of the group policy.

Additional Information

Can the survivor income benefit be converted to an individual policy when group eligibility ends?

If your coverage under this supplement terminates because you are no longer eligible or because of termination or amendment of the Survivor Income Benefit Policy Rider, the insurance may be converted to a policy of individual insurance with Minnesota Life.

All other conditions and provisions of the conversion right section of the certificate to which this supplement is attached will apply, with the following exception: All references to "the amount of insurance which terminated" or "the full amount of terminated insurance" shall be replaced by "the present value of the future survivor income benefits which would have been paid if you had died on the date your survivor income insurance ended."

Does the Waiver of Premium Certificate Supplement to your certificate apply to survivor income insurance?

Yes. Premium payments are waived while the insured employee is totally and permanently disabled and meets the requirements under the Term Life Waiver of Premium Certificate Supplement.



Secretary



President

MINNESOTA LIFE

400 Robert Street North • St. Paul, Minnesota 55101-2098

GROUP TERM LIFE CERTIFICATE OF INSURANCE