

Group Term Life Certificate of Insurance

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

Effective January 1, 2025

POLICYHOLDER: State of Minnesota

POLICY NUMBER: 7166-G

Read Your Certificate Carefully

If you meet the eligibility and enrollment requirements herein, you are insured under the group policy shown on the specifications page.

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.

Reaée D. Montz

Secretary

Stephen M. Hoff

President

We are providing notice that Minnesota Life Insurance Company is subject to economic and trade sanctions, laws, and regulations. These laws and regulations, including the laws and regulations administered and enforced by the United States Department of the Treasury’s Office of Foreign Assets Control (OFAC), prevent Minnesota Life Insurance Company from providing coverage to, and from paying benefits to, entities and individuals where prohibited by applicable law. In addition, these laws and regulations prohibit certain activities with respect to certain countries.

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GROUP TERM LIFE CERTIFICATE OF INSURANCE

Certificate Specifications Page

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

GENERAL INFORMATION

POLICYHOLDER: The State of Minnesota

POLICY NUMBER: 7166-G

POLICY EFFECTIVE DATE: January 1, 2004. This specifications page represents the plan in effect as of January 1, 2025.

POLICY REWRITE PROVISION: Subject to the terms and conditions of this revised group policy, all basic, additional, and dependent insurance in force on December 31, 2024, shall continue to be insured under the revised group policy.

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 employees of the Policyholder and any other individuals who are eligible for coverage under Chapter 43A of the Minnesota Statutes. Eligible employees for the purpose of this policy are categorized as follows:

Type A Employee: All employees who are scheduled to work at least 40 hours per week for a period of nine months or more in any 12 consecutive months and are therefore eligible for employer-paid basic coverage.

Type B Employee All part time and ESR benefit eligible employees.

DOUBLE COVERAGE: A person cannot be covered under more than one class. A person cannot be covered as both an active employee and a retiree. A person who is eligible as an employee can be insured as an employee or a spouse but not both. A person who is eligible as an employee cannot be insured as a dependent child. Only one person can insure an eligible dependent child.

If a person is insured as an employee and is also eligible as a spouse, and such person loses eligibility as an employee, he or she may transition employee additional life insurance to spouse life insurance without evidence of insurability, provided the election to transfer coverage occurs within 30 days of losing eligibility as a spouse.

If a person is insured as a spouse and is also eligible as an employee, and such person loses eligibility as a spouse, he or she may transition spouse life insurance to employee additional life insurance without evidence of insurability, provided the election to transfer coverage occurs within 30 days losing eligibility as an employee.

ENROLLMENT PERIOD: Not applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory insurance. The 30-day enrollment period runs concurrent with the 30-day waiting period. The enrollment period applies to an employee who becomes employed, re-employed, re-hired or reinstated.

Adding spouse or child coverage at the time of marriage, birth or otherwise acquiring a child: 30 days

An insured must be living at the time enrollment is completed. Posthumous elections are not allowed.

WAITING PERIOD:

Employees whose employment or date of taking office commenced on or before the effective date of the group policy are eligible on the later of such date or the 30th day following the employee's first date of employment, re-employment, rehire or reinstatement with the Policyholder.

All new employees shall become eligible on the 30th day following the employee's first date of employment, re-employment, rehire or reinstatement with the Policyholder.

PLAN OF INSURANCE**EMPLOYEE BENEFIT SCHEDULE****EMPLOYEE TERM LIFE INSURANCE**

Basic Life Insurance (Shown in Tables 1 - 5):

TABLE 1

Except as noted the amount of basic life insurance for each Certificate Holder shall be under the schedule below.

Applies to:

Unit 201	Bureau of Criminal Apprehension Agents' Association Minnesota Conservation Officers Association Minnesota State Patrol Troopers' Association
Units 202, 203, 204, 206, 207 and 208	Minnesota State Employees Union, AFSCME Council 5, as well as AFSCME members in the Second, Fourth, Fifth and Ninth Judicial Districts
Unit 205	Minnesota Nurses Association
Unit 212	Minnesota Government Engineers Council
Unit 214	Minnesota Association of Professional Employees
Unit 215	State Residential Schools Education Association
Unit 216	Middle Management Association
Unit 217	Commissioner's Plan (and other employees not otherwise covered by a labor agreement or employment plan)
Units 227, 228 and 229	Law Enforcement Labor Service

All other Independent Billing Units (IBUs) not otherwise noted.

Judicial Branch employees belonging to Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

Employee's Base Salary**Amount of Basic Life Insurance**

\$10,000 - \$15,000	\$15,000
\$15,001 - \$20,000	\$20,000
\$20,001 - \$25,000	\$25,000
\$25,001 - \$30,000	\$30,000
\$30,001 - \$35,000	\$35,000
\$35,001 - \$40,000	\$40,000
\$40,001 - \$45,000	\$45,000
\$45,001 - \$50,000	\$50,000
\$50,001 - \$55,000	\$55,000
\$55,001 - \$60,000	\$60,000

\$60,001 - \$65,000	\$65,000
\$65,001 - \$70,000	\$70,000
\$70,001 - \$75,000	\$75,000
\$75,001 - \$80,000	\$80,000
\$80,001 - \$85,000	\$85,000
\$85,001 - \$90,000	\$90,000
\$90,001 - \$95,000	\$95,000
\$95,000 - \$100,000	\$100,000
\$100,001 - \$105,000	\$105,000
\$105,001 - \$110,000	\$110,000
\$110,001 - \$115,000	\$115,000
\$115,001 - \$120,000	\$120,000
\$120,001 - \$125,000	\$125,000
\$125,001 - \$130,000	\$130,000
\$130,001 - \$135,000	\$135,000
\$135,001 - \$140,000	\$140,000
\$140,001 - \$145,000	\$145,000
\$145,001 - \$150,000	\$150,000
\$150,001 - \$155,000	\$155,000
\$155,001 - \$160,000	\$160,000
\$160,001 - \$165,000	\$165,000
\$165,001 - \$170,000	\$170,000
\$170,001 - \$175,000	\$175,000
\$175,001 - \$180,000	\$180,000
\$180,001 - \$185,000	\$185,000
\$185,001 - \$190,000	\$190,000
\$190,001 - \$195,000	\$195,000
Over \$195,000	\$200,000

TABLE 2

Applies to:

Unit 209 Inter Faculty Organization (IFO)

<u>Employee's Base Salary</u>	<u>Amount of Basic Life Insurance</u>
\$20,000 or less	\$20,000
\$20,001 - \$30,000	\$30,000
\$30,001 - \$40,000	\$40,000
\$40,001 - \$50,000	\$50,000
\$50,001 - \$55,000	\$55,000
\$55,001 - \$60,000	\$60,000
\$60,001 - \$65,000	\$65,000
\$65,001 - \$70,000	\$70,000
\$70,001 - \$75,000	\$75,000
\$75,001 - \$80,000	\$80,000
\$80,001 - \$85,000	\$85,000
\$85,001 - \$90,000	\$90,000
\$90,001 - \$95,000	\$95,000
\$100,001 - \$105,000	\$105,000
\$105,001 - \$110,000	\$110,000
\$110,001 - \$115,000	\$115,000
\$115,001 - \$120,000	\$120,000
\$120,001 - \$125,000	\$125,000
\$125,001 - \$130,000	\$130,000
\$130,001 - \$135,000	\$135,000
\$135,001 - \$140,000	\$140,000
\$140,001 - \$145,000	\$145,000
\$145,001 - \$150,000	\$150,000
\$150,001 - \$155,000	\$155,000
\$155,001 - \$160,000	\$160,000
\$160,001 - \$165,000	\$165,000
\$165,001 - \$170,000	\$170,000

\$170,001 - \$175,000	\$175,000
\$175,001 - \$180,000	\$180,000
\$180,001 - \$185,000	\$185,000
\$185,001 - \$190,000	\$190,000
\$190,001 - \$195,000	\$195,000
Over \$195,000	\$200,000

TABLE 3

Applies to:

Unit 211 Minnesota State University Association of Administrative and Service Faculty

<u>Employee's Base Salary</u>	<u>Amount of Basic Life Insurance</u>
\$20,000 or less	\$20,000
\$20,001 - \$30,000	\$30,000
\$30,001 - \$40,000	\$40,000
\$40,001 - \$50,000	\$50,000
\$50,001 - \$60,000	\$60,000
\$60,001 - \$70,000	\$70,000
\$70,001 - \$80,000	\$80,000
\$80,001 - \$90,000	\$90,000
\$90,001 - \$100,000	\$100,000
\$100,001 - \$110,000	\$110,000
\$110,001 - \$120,000	\$120,000
\$120,001 - \$130,000	\$130,000
\$130,001 - \$140,000	\$140,000
\$140,001 - \$150,000	\$150,000
\$150,001 - \$160,000	\$160,000
\$160,001 - \$170,000	\$170,000
\$170,001 - \$180,000	\$180,000
\$180,001 - \$190,000	\$190,000
Over \$190,001	\$200,000

TABLE 4

Applies to:

Unit 210 Minnesota State College Faculty (MSCF)

<u>Employee's Base Salary</u>	<u>Amount of Basic Life Insurance</u>
\$0 - \$20,000	\$30,000
\$20,001 - \$30,000	\$40,000
\$30,001 - \$40,000	\$50,000
\$40,001 - \$50,000	\$60,000
\$50,001 - \$60,000	\$70,000
\$60,001 - \$70,000	\$80,000
\$70,001 - \$80,000	\$90,000
\$80,001 - \$90,000	\$100,000
\$90,001 - \$100,000	\$110,000
\$100,001 - \$110,000	\$120,000
\$110,001 - \$120,000	\$130,000
\$120,001 - \$130,000	\$140,000
\$130,001 - \$140,000	\$150,000
\$140,001 - \$150,000	\$160,000
\$150,001 - \$160,000	\$170,000
\$160,001 - \$170,000	\$180,000
\$170,001 - \$180,000	\$190,000
Over \$180,000	\$200,000

TABLE 5

Applies to:

Unit 213 Health Treatment Professionals
Unit 220 Managerial Plan (and other eligible employees not otherwise covered by a labor agreement of employment plan.)

An employee may elect from the following options:

<u>Plan</u>	<u>Amount of Basic Life Insurance</u>
Plan A	One and one half times annual earnings*
Plan B	Two times annual earnings*
Opt Down Benefit	\$50,000

Employees with annual salaries in excess of \$50,000 may elect a basic life insurance benefit amount of \$50,000 in lieu of either Plan A or Plan B. Should an employee make this election and at a later date request to become insured for either Plan A or Plan B, and that amount would provide insurance over \$50,000, then satisfactory evidence of insurability will be required for the excess amount over \$50,000. Insurance will be effective on the date we approve the evidence of insurability.

*Increases and decreases due to a change in eligible earnings will become effective the date of the change in eligible earnings. As an exception, earnings for an employee participating in a phased retirement program means active base salary immediately prior to entering into phased retirement. For phased retirement program participants, the amount of basic life insurance shall not reduce under the employee's status changes from active to retired, as determined by the Policyholder.

Additional Life Insurance:

Applies to:

All eligible employees as shown in Tables 1 -5

Amount of Additional Life Insurance

An employee may elect additional life insurance in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$500,000.

RETIREE TERM LIFE INSURANCE

Additional Life Insurance – Retiree Continuation

All insurance terminates at retirement, except as follows:

Additional life insurance terminates at the time of retirement, however if an employee retires prior to age 65 they may choose to continue additional life insurance. The employee must elect to continue additional life insurance within 31 days of their retirement. Additional life insurance terminates on the employee's 65th birthday. Premiums for the continued additional life insurance will be paid by the employee to Us.

Retirees who have continued additional life insurance as either an employee or a spouse are not entitled to enroll in the additional life insurance for an employee or a spouse as a rehired employee upon return to employment with an agency that is covered by the State Employee Group Insurance Program. This applies to any retiree who has obtained the paid-up policy or who is continuing to pay for additional life insurance prior to age 65.

Post-retirement Death Benefit:

A post-retirement death benefit is provided to an employee who has been insured for additional life insurance a minimum of five years*. The employee must be eligible as a retiree under their collective bargaining agreement or plan as set forth in Minn. Stat. Sec. 43A.27 subd. 3.

The post-retirement benefit becomes effective on the latest of the following to occur:

- (1) employee’s attainment of age 65; and
- (2) retirement; and
- (3) if applicable, the termination of the employee’s waiver of premium.

*If an employee was previously covered as a spouse but transferred that coverage to employee additional life coverage when no longer eligible as a spouse, the amount of time covered as a spouse will count toward the five-year period.

The post-retirement death benefit includes a matching amount of AD&D insurance.

For employees who retired prior to January 1, 2000, the amount of the post-retirement death benefit shall be 10% of the smallest amount of additional life insurance in force on the life of the employee during the five-year period immediately prior to the date the employee attains age 65, retires, or if applicable, the termination of the employee’s waiver of premium.

For employees who retired on or after January 1, 2000, but before to January 1, 2024, the amount of the post-retirement death benefit shall be 15% of the smallest amount of additional life insurance in force on the life of the employee during the five-year period immediately prior to, the date the employee attains age 65, retires or if applicable the date the waiver of premium terminates whichever occurs last.

For employees who retire on or after January 1, 2024, the amount of the post-retirement death benefit shall be 20% of the smallest amount of additional life insurance in force on the life of the employee during the five-year period immediately prior to, the date the employee attains age 65, retires or if applicable the date the waiver of premium terminates whichever occurs last.

The post-retirement death benefit percentage is based on the percentage noted on the Post Retirement Application signed at the time of retirement.

Paid-Up Death Benefit for Retired Employees:

The paid-up benefit only applies if applicable to the retiree’s collective bargaining agreement or plan pursuant to Minnesota Statutes, Section 43A 18, in effect at the time of the retirement.

Applies to:

Civil Service retirees who retired on or after April 1, 1984, but prior to January 1, 2008.

Amount of Paid-Up Death Benefit

\$500 or the amount provided according to the collective bargaining agreement or plan in effect at the time of the Certificate Holder’s retirement.

NOTE: In the event that the group policy terminates, the paid-up benefit will continue in force with Us.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

Applies to basic life, additional life and post-retirement death benefit.

Accidental Death and Dismemberment (AD&D) Insurance:

Applies to:

All eligible employees as shown in Tables 1 -5 and those insured under the post-retirement life insurance benefit

Amount of AD&D Insurance

An amount equal to the amount of basic life, additional life and post-retirement life insurance for which the employee is insured under the group policy.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:	<p>For a Type A employee: Basic life insurance is noncontributory insurance and additional life insurance, and the post-retirement death benefit are contributory insurance.</p> <p>For a Type B employee: All insurance is contributory insurance.</p>
GUARANTEED ISSUE AMOUNT:	<p>The 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:</p> <p>Basic life insurance: For Type A and Type B employees: All basic life insurance is guaranteed issue.</p> <p>NOTE: Managerial Basic Life Plan: evidence of insurability is required for an employee who had originally elected Plan A and who subsequently wishes to become insured for Plan B.</p> <p>Additional life: For both Type A and Type B employees: Two times annual earnings (elections must remain in an increment of \$5,000.)</p>

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE

An employee needs to be insured for basic life insurance in order to be insured for dependents life insurance.

Spouse Life Insurance:

Applies To:

All eligible employees as shown in
Tables 1 -5

Amount of Spouse Life Insurance

An employee may elect spouse life insurance in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$500,000

Spouse Post-retirement Death Benefit:

If an employee retires and their insured spouse is age 65 or older or, if the employee is already retired, when their insured spouse attains age 65, the spouse shall qualify for a post-retirement death benefit without further payment of premium contributions provided:

- The employee must be eligible as a retiree under their collective bargaining agreement or plan as set forth in Minn. Stat. Sec. 43A.27, subd. 3; and
- Life insurance on the spouse was in force for at least five years immediately prior to the date the employee retires, or their spouse attains age 65, whichever occurs later. If a spouse was previously covered as an employee but transferred that coverage to spouse insurance when no longer an employee, the amount of time covered as an employee will count toward the five-year period.

The spouse post-retirement death benefit includes a matching amount of AD&D insurance.

For employees who retired prior to January 1, 2000, the amount of the spouse's post-retirement death benefit shall be 10% of the smallest amount of additional life insurance in force on the life of the spouse during the five-year period immediately prior to the later of the date the employee retires, or the employee or spouse attains age 65.

For employees who retired on or after January 1, 2000, but before to January 1, 2024, the amount of the spouse's post-retirement death benefit shall be 15% of the smallest amount of additional life insurance in force on the life of the spouse during the five-year period immediately prior to the later of the date the employee retires, or the employee or spouse attains age 65.

For employees who retire on or after January 1, 2024, the amount of the post-retirement death benefit shall be 20% of the smallest amount of additional life insurance in force on the life of the spouse during the five-year period immediately prior to the later of the date the employee retires, or the employee or spouse attains age 65.

The post-retirement death benefit percentage is based on the percentage noted on the Post Retirement Application signed at the time of retirement.

If the insured spouse is age 65 or older when the employee retires, the spouse's post-retirement death benefit shall become effective on the date following the last day of the premium payment period applicable to the employee, which day coincides with or next follows the employee's date of retirement. If the insured spouse is under age 65 when the employee retires, the spouse's post-retirement death benefit shall become effective on the date following the last day of the month in following the spouse's 65th birthday.

Child Life Insurance:

Applies to:

All eligible employees as shown in
Tables 1 -5

Amount of Child Life Insurance

\$10,000

If child life insurance is elected by the employee and in force on the date that the employee acquires an additional child, such child will be automatically covered on the date they become eligible.

SPOUSE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

Spouse AD&D Insurance:

Applies to:

All eligible employees as shown in
Tables 1 -5 and those insured under
the post-retirement life insurance
benefit

Amount of Spouse AD&D Insurance

An amount equal to the amount of spouse life insurance and post-retirement life insurance for which the spouse is insured under the group policy.

NOTE: Insurance terminates upon the spouse's attainment of age 70.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

The 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 spouse insurance: \$10,000

For child insurance: \$10,000

NOTE: Child life insurance is guaranteed issue if elected when the child is newly eligible, at annual open enrollment, or due to a qualified status change event as determined by the policyholder.

ADDITIONAL INFORMATION

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

ELECTION CHANGES:

Changes to your elections can only be made at annual open enrollment or within 30 days of a Qualified Status Change, as that term is defined by your employer.

EVIDENCE OF INSURABILITY:

Unless otherwise noted, evidence of insurability will be required:

- In order for either a Type A or B employee to become insured for additional life insurance greater than the guaranteed issue amount. If such evidence of insurability is not provided or is not satisfactory to us, the employee will be insured for the guaranteed issue amount.
- In order for a newly eligible spouse to become insured for an amount of insurance greater than the guaranteed issue amount. If such evidence of insurability is not provided or is not satisfactory to Us, the spouse will be insured for the guaranteed issue amount.
- At annual enrollment, or Qualified Status Change, a request that exceeds the amounts indicated below as not requiring evidence of insurability.
- At annual enrollment, or Qualified Status Change if the insured has previously been declined any insurance amount by us due to evidence of insurability being found unsatisfactory.
- At Qualified Status Change if the change is not in the list below in the "Certain Qualified Status Changes" section.

EFFECTIVE DATE OF COVERAGE:

Basic insurance for Type A and Type B employees: coverage will go into effect on the employee's eligibility date.

Additional insurance for Type A and Type B employees:

- guaranteed issue insurance will go into effect on the first day following the completion of the enrollment period.
- coverage that requires satisfactory evidence of insurability will go into effect on the later of the first day following the completion of the enrollment period or the date any required evidence of insurability is approved by Us.

NOTE: For an employee in the Managerial Plan electing to go from Plan A to Plan B, the change will go into effect on the date any required evidence of insurability is approved by Us.

Spouse and child insurance for Type A and Type B employees:

- guaranteed issue insurance will go into effect on the first day following the completion of the enrollment period.
- coverage that requires satisfactory evidence of insurability will go into effect on the later of the spouse's first day following the completion of the enrollment period or the date the required evidence of insurability is approved by Us.

SPECIAL ENROLLMENT PERIODS:

Upon mutual agreement between the Policyholder and Us, special enrollment periods may be offered annually to employees. In the event that a special enrollment period is offered, the details of the special enrollment, including enrollment dates, and allowed changes, will be communicated in advance of the special enrollment period.

CERTAIN QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 30 days of the status change and the insured receiving the increase has not

previously been declined any insurance amount by Us under the group policy due to evidence of insurability being found unsatisfactory:

- An employee may elect additional life insurance for the first time in the amount of two times annual earnings. The elected benefit amount must be in an increment of \$5,000.
- An employee may elect child life insurance.

Coverage elections for a newly eligible spouse or child are shown under the Dependents Benefit Schedule.

Coverage will be effective on the date of the election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Marriage

CERTIFICATE SUPPLEMENTS (found later in this document):

Accelerated Benefits
Accidental Death and Dismemberment
Dependents Term Life
Waiver of Premium

Definitions

application

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

contributory insurance

Insurance for which you are required to make premium contributions.

earnings

Your basic rate of compensation not including overtime or premium pay, bonuses, or any other additional compensation.

employee

The term "employee" for purposes of policy 7166-G shall mean an employee who meets the definitions and conditions set forth in the Minnesota Statutes for basic life insurance referenced in Section 43A.24 of the Minnesota Statutes, as amended, or an employee who meets the definitions and conditions as set forth in Section 43A.27 of the Minnesota Statutes, as amended. "Employee is further divided into two categories, as follows:

- Type A employee: all employees who are scheduled to work at least 40 hours per week for a period of nine months or more in any 12 consecutive months and are therefore eligible for employer-paid basic coverage.
- Type B employee: all part time, ESR and benefit eligible employees as determined by the Policyholder.

Type A and Type B employees shall not, unless otherwise so specified in writing by the Policyholder include employees not specified above.

employer

The policyholder.

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, including any person insured by supplement to this certificate.

non-workday

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-workday 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.

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. You are not eligible until the first day following the waiting period.

we, our, us

Minnesota Life Insurance Company.

you, your

An insured employee.

General Information

What is your agreement with us?

If you meet the eligibility and enrollment requirements, you are insured under the group policy shown on the specifications page. Your application as defined under this certificate 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.

Can this certificate be amended?

Yes. We retain the right to amend this certificate at any time without your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

Who is eligible for insurance?

You are eligible if you:

- (1) are a member of the eligible group and of an eligible class as shown on the specifications page; and
- (2) work for the employer for at least the number of hours required as determined by either a Type A or Type B employee; and
- (3) have satisfied the waiting period as shown on the specifications page; and
- (4) meet the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

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 working due to illness or injury you do not meet the actively at work requirement. If you are receiving sick pay, short-term disability benefits or long-term disability benefits, you do not meet the actively at work requirement.

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-workday, coverage will not be delayed provided you were actively at work on the workday 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.

Any insurance or increase in insurance which is elected or put in force while you are not actively at work will not be eligible for claim payment. You will receive a refund of premium for any contributory insurance for which you were not eligible.

When will we require evidence of insurability?

The specifications page describes when evidence of insurability is required.

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) for contributory insurance, you apply for the 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.

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

Yes. Insurance may be continued with premium payment on an insured employee who is not actively at work as follows:

Total disability due to sickness or injury not arising out of or in the course of employment with the policyholder:

- Insurance may be continued until the expiration of the employee's approved, and salary paid sick leave period. Following the expiration of the sick leave period, or for an employee without sick leave, the employee may pay the required premium to continue insurance during their absence from work on account of total disability due to sickness or injury for up to twelve months.

Total disability due to sickness or injury arising out of or in the course of employment with the Policyholder:

- Insurance may be continued with premium payment on an insured employee who is not actively at work on account of total disability due to sickness or injury arising out of or in the course of employment with the Policyholder during the period such employee is receiving statutory temporary total or temporary partial compensation pursuant to award of the department of Labor and Industry.

Layoff:

- Insurance may be continued with premium payment by the policyholder on an insured employee for up to a maximum of six months from the date the employee was active at work due to layoff, provided the laid off employee has three or more years of continuous employment with the Policyholder on the date their layoff commences, or under conditions defined in the Policyholder's collective bargaining agreement or plan of employment. During this continuation period the premium is paid by the Policyholder.
- The employee, by due payment of the required premium charges to the State, may thereafter continue insurance during their layoff for an additional 12 months.

Educational Leave:

- Insurance may be continued for the period of approved educational leave for a maximum of two years or may be extended beyond two years if approved by the President.

Military Leave:

- Insurance may be continued for up to 18 months from the last day of active work.

In no event will insurance continue beyond the employee's normal retirement date, except as otherwise provided under the group policy.

Coverage during a leave of absence and upon return from a leave of absence shall meet all state and federal requirements. The above limits will be expanded, if necessary, in order to meet such requirements.

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 regular, periodic basis. We apply premiums consecutively to keep the insurance in force.

How is the premium determined?

The premium will be the applicable 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.

Premium rates are subject to change according to the provisions of the group policy.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit is equal to the amount of insurance for which you are insured, based on the plan of insurance applicable to your class as described on the specifications page, and your elections.

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

Yes. The specifications page describes when changes can be requested, when evidence of insurability will be required for such changes, and when the changes will become effective.

When will the death benefit be payable?

We will pay the death benefit within two months 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.

Alternative methods for the payment of proceeds of \$15,000 or more are available at the request of the

beneficiary. These methods include, but are not limited to, a life income option, an income option for fixed amounts or fixed time periods and the option to select an interest-bearing account with us with the right to select another option at a later date.

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. You name a beneficiary to receive the death benefit to be paid at your death. You may name one or more beneficiaries. You can change the beneficiary designation at any time, provided 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 beneficiary designation must be made in writing or by any other method made available under the plan. Any beneficiary designation shall take effect as of the date it is signed but will not affect any payment we make or action we take before receiving the designation.

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 your beneficiary designation. To receive the death benefit, a beneficiary must be living at the time of your death. In the event a beneficiary is not living at the time 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 estate.

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 last day of the month which 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.

Can your insurance be reinstated after termination?

Yes. Your coverage may be reinstated as follows:

Reinstatement of basic life insurance for a Type A employee. If the basic life insurance of a Type A employee lapses due solely to nonpayment of a direct pay premium when such direct payment is permitted under the section of the policy entitled "Insurance During Absence," it may be reinstated under this section. Upon reinstatement to the Policyholder payroll on which the employee's name appeared prior to that lapse, provided the employee reenrolls for coverage within 30 days of their return to work. Coverage will be effective on the first day of the employee's return to work.

Reinstatement of additional life insurance. If the additional life insurance of an employee lapses solely due to nonpayment of a direct pay premium when such direct payment is permitted under with the section of the policy entitled "Insurance During Absence" or the section entitled "Continuance of Insurance," it may be reinstated under this section. The lapse must have occurred due to the employee having either been laid off from employment or having taken an unpaid leave of absence. Reinstatement will only be available if the employee returns to work within one year from the layoff or unpaid leave of absence commenced.

Upon the employee's reinstatement to the Policyholder's payroll on which their name appeared prior to that lapse, provided the employee reenrolls for coverage within 30 days of their return to work. Coverage will be effective on the first day of the employee's return to work. No evidence of insurability will be required for such reinstated insurance.

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 earlier of the following to occur:

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) 31 days after we provide the policyholder with notice of our intent to terminate the group policy.

Minnesota Continuation Right

What is the Minnesota continuation right?

If you reside in Minnesota and are laid off or you terminate employment, including retirement, you may elect to continue your insurance under the group policy, including any insurance you have on the lives of your spouse and

dependent children, provided the group policy remains in force for any active employees. You are considered laid off from employment if there is a reduction in hours to such an extent that you are no longer eligible for insurance under the group policy. Termination does not include discharge for gross misconduct.

How do you continue your insurance under the group policy?

Upon layoff or termination of employment, the employer shall notify you of your rights under this section. You have 60 days from the later of the following to elect coverage:

- (1) the date your coverage would otherwise terminate; or
- (2) the date you receive written notice of the right to continue your insurance.

How will premium contributions for the continued insurance be paid?

Premiums for the continued insurance will be paid by you to your former employer. The amount of the premium charged shall not exceed 102% of the cost of the plan for such period of coverage for other similarly situated employees with respect to whom neither termination nor layoff has occurred, without respect to whether such cost is paid by the employee or the employer.

How long can your insurance be continued under the group policy?

You are eligible to continue your insurance under the group policy until the earlier of the following:

- (1) you obtain insurance under another group policy; or
- (2) 18 months after your termination or
- (3) 18 months following your layoff from employment.

What happens to your insurance at the end of the continuation period?

When the continuation period ends, you, your insured spouse, or an insured dependent child may obtain from us, without evidence of insurability or interruption of coverage, an individual life insurance policy which provides the same or substantially similar benefits. A policy providing reduced benefits at a reduced premium rate may be accepted by you, your insured spouse, or any of your insured dependent children.

All provisions of the conversion right section shall apply to this type of conversion except the provision entitled "What is the conversion right?". References to you in all other provisions of the conversion right section shall mean you, your insured spouse, or any of your insured dependent children.

What happens if an insured dies during the 60-day period allowed for election of continuation?

If you, your insured spouse, or any of your insured dependent children dies during the 60-day election period and before election was made to continue or to reject continuation, you will be considered to have elected continuation of coverage under the group policy. We will pay a death benefit equal to the amount of insurance that could have been continued less any premium due as of the date of death.

Conversion Right

What is the conversion right?

You may convert this insurance to a new individual life insurance policy if all or part of your insurance under the group policy terminates due to the reasons listed below:

- (1) termination of employment; or
- (2) termination of membership in the class or classes eligible for coverage; or
- (3) the group policy is terminated; or
- (4) the group policy is changed, by amendment or otherwise, to reduce or terminate your insurance.

When is conversion not available?

The conversion right is not available if your coverage under the group policy terminates due to failure to make, when due, required premium payments.

To what type of policy may you convert?

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 or accidental death and dismemberment 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 the date your group insurance terminates. No evidence of insurability will be required.

How is the premium for the individual policy determined?

The premium for the individual policy is based upon the individual policy type, risk class, coverage amount and your age on the date of 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 within 31 days of when your group insurance terminates?

If you die within 31 days of when your group insurance terminates, and meet the conversion eligibility requirements, 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. If you have completed a conversion application, we will pay the beneficiary designated on the conversion application. If you have not completed a conversion application, we will pay the beneficiary under your group insurance coverage.

We will return any premium you paid for an individual policy converted from this group insurance to your beneficiary as described above. 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 from any benefit payable will be made so that the actual premium required at your correct age is paid. If your correct age is such that no benefit is payable, you will receive a refund of premium for the period your eligibility would have ended.

Is there any cash value to this coverage?

No. This is term life insurance, and it does not build cash value.

What is the suicide limitation?

If you, whether sane or insane, commit suicide within one year from the effective date of any additional life insurance, our liability with respect to that coverage will be limited to an amount equal to the premiums paid for the coverage. The suicide limitation does not apply to basic life insurance.

Can your insurance coverage be contested?

Yes. If you die or sustain a loss under one of your certificate supplements, within two years of your original effective date of coverage or increase in coverage, we will verify the accuracy of the information provided by you during the application process. If we discover a material misrepresentation, your coverage will be rescinded, and an otherwise valid claim will be denied. This two-year period can be extended for fraud or as otherwise allowed by law.

Any statements you make in your application as defined under this certificate will, in the absence of fraud, 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.

Who is the owner of this coverage?

Unless assigned otherwise, you, the insured employee, are the owner of all coverage provided under your certificate. Only the owner has the right to exercise ownership rights under the certificate, including but not limited to naming or changing a beneficiary, changing the amount of insurance, assigning any or all ownership rights, converting coverage to an individual policy and terminating the coverage.

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.

Can a change in ownership for a certificate be requested?

Yes. A change in ownership is a type of assignment. All provisions for assignments apply to ownership changes.

Is the policyholder required to maintain records?

Yes. The policyholder is required to maintain adequate records of any information necessary for us to administer the group policy and shall provide access to such records when required for us to administer the policy.

If an administrative or clerical error is made in keeping records on or administering the insurance under the group policy, it will not affect otherwise valid insurance. A clerical or administrative error, however, does not continue insurance, which is otherwise stopped, make insurance effective when it should not have been or change the amount of insurance provided by the provisions of the policy and no claim shall be paid on amounts put into effect as a result of a past clerical or administrative error. If an error causes a change in premium payment, a fair adjustment will be made.

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.

What is the policy interpretation right and authority?

Minnesota Life has the exclusive right and authority, in its sole discretion, to interpret the group policy and decide all matters arising thereunder. Minnesota Life's exercise of that authority shall be conclusive and binding on all persons unless it can be shown that the determination was arbitrary and capricious.

Accelerated Benefits Certificate Supplement

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

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 supplement is subject to every term, condition, exclusion, limitation, and provision of the 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.

This certificate supplement does not provide long-term care benefits meeting the requirements of Sections 62A.46 to 62A.56.

Minnesota law sets minimum requirements for life insurance contracts where the right to receive accelerated benefits is contingent upon the insured receiving long-term care services. This certificate supplement does not meet those minimum requirements.

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of 12 months or less. We must be given medical evidence in substance and in form that satisfies us that the insured has a terminal condition. That evidence must include certification by a physician. For purposes of this supplement, a physician is an individual who is licensed to practice medicine or treat illness in the state in which treatment is received. The physician cannot be you or your spouse, children, parents, grandparents, grandchildren, brothers or sisters, or the spouse of any such individuals.

Accelerated Benefit

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 or dependent child insured under your certificate.

When can an accelerated benefit be requested?

An accelerated benefit can be requested any time, provided the following conditions are met:

- (1) the insurance is in force and all premiums due are fully paid; and
- (2) you have not assigned and are the sole owner of the certificate; and
- (3) the certificate does not have an irrevocable beneficiary.

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 that can be accelerated is \$1,000,000.

Is a partial accelerated benefit available?

Yes. You may choose to accelerate only a portion of an insured's death benefit, providing the remaining amount of insurance is at least \$25,000. This is called a partial accelerated benefit.

You may reapply for the payment of the remaining amount of insurance at any time. However, the total amount of the death benefit for all accelerated benefit payments for an insured cannot exceed \$1,000,000. We may ask for further evidence satisfactory to us in substance and in form that the insured meets all requirements for the accelerated benefit.

When will we pay an accelerated benefit?

We will pay an accelerated benefit upon receipt at our home office of written proof satisfactory to us in substance and in form that the insured meets the requirements herein.

The accelerated benefit will be paid in a single sum or by any other method agreeable to you and us.

To whom will we pay accelerated benefits?

We will pay the accelerated benefit to you unless you validly assign it otherwise. If you die before we issue payment of an accelerated benefit to you, we will pay the life insurance benefits to your life insurance beneficiary(s).

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

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 it is your death benefit being accelerated, any dependent life insurance will terminate, though it may be converted to a policy of individual life insurance according to the conversion right section of the certificate.

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

Termination

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

An insured's accelerated benefits coverage terminates on the earliest of:

- (1) the date the insured is no longer insured for life insurance under the certificate; or
- (2) the date the accelerated benefits coverage is terminated for the policyholder's plan; or
- (3) the date the group policy is terminated.

Additional Information

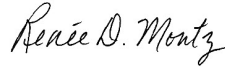
Is the request for an accelerated benefit voluntary?

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 beneficiary. Therefore, an accelerated benefit is not available if you:

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

Do we have the right to obtain independent medical verification?

Yes. Although you are responsible for submitting proof satisfactory to us that you meet the requirements for the accelerated benefit, we do retain the right to have an insured medically examined at our expense to verify the insured's medical condition. We may do this as often as reasonably required while an accelerated benefit is being considered or paid.



Secretary



President

Accidental Death and Dismemberment Certificate Supplement

Minnesota Life Insurance 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 the 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 the 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. In addition, an employee may elect coverage for their spouse who is insured under the Dependents Term Life Insurance Certificate Supplement attached to the certificate. All references to an insured in this supplement shall include spouses. All provisions of this supplement applicable to an "insured" shall apply to an insured spouse.

When does insurance under this supplement become effective?

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

- (1) the insured meets all eligibility requirements; and
- (2) for contributory coverage, application is made in accordance with the application methods agreed upon by the policyholder and us.

For an insured employee who has existing dependent coverage in force, any newly acquired dependent who meets the requirements will automatically become insured when they become eligible unless additional premium is required for the newly eligible dependent, in which case coverage will become effective as described above.

If a spouse is hospitalized or confined because of illness or disease on the date their insurance would otherwise become effective, their effective date shall be delayed until they are released from such hospitalization or confinement. However, in no event will insurance on a spouse be effective before the employee's insurance under the group policy is effective.

Accidental Death and Dismemberment (AD&D) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death and dismemberment coverage is limited coverage. This means this coverage will provide benefits only when an insured's loss, death or dismemberment results, directly and independently from all other causes, through a violent and accidental bodily injury which was unintended, unexpected and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of an insured's death or dismemberment. The injury and accidental loss, death or dismemberment must occur while an insured's coverage is in force. An insured's loss, death or dismemberment must occur within 90 days after the date of the accidental injury. In no event will we pay the accidental death or dismemberment benefit where an insured's accident, injury, loss, death or dismemberment is caused directly or indirectly by, results in whole or in part from or during, or there is contribution from, any of the following:

- (1) suicide or attempted suicide, whether sane or insane; or
- (2) an insured's participation in, or attempt to commit, a crime, or felony; or
- (3) directly or indirectly, from any physical or mental infirmity, illness or disease; or
- (4) poisons, gases, or fumes, voluntarily taken, administered, absorbed, inhaled, ingested, or injected, except an accidental poisoning which occurs as a direct result of an in the course of our employment with the Policyholder; or
- (5) bacterial infection other than infection occurring simultaneously with and in consequence of an accidental cut or wound.
- (6) travel or flight in or on any military aircraft, or participation as a passenger or otherwise in any military aviation or aeronautical operation; or
- (7) war or any act of war, whether declared or undeclared.

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. The percentage is determined by the type of loss as shown in the following table:

TYPE OF LOSS	PERCENT OF AMOUNT OF INSURANCE
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Foot and Sight of One Eye	100%
One Hand and Sight of One Eye	100%
Sight of One Eye	50%
One Hand or One Foot	50%
One Finger of One Hand	10%

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, means the entire and irrecoverable loss of sight, which cannot be corrected by medical or surgical treatment or by artificial means. Loss of finger means complete severance at or above the metacarpophalangeal joint.

Under no circumstance will more than one payment be made for the loss of the same limb, eye, finger, hand, foot, or sight 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 any one accident, will never exceed the full amount of an insured's AD&D insurance.

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 as to both substance and form that an 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 or by any other method agreeable to us and the beneficiary.

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.

A spouse's AD&D benefit will be paid to you, if living, otherwise to your estate.

Termination

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

An insured's coverage ends on the earliest of:

- (1) the date the insured is no longer covered for life insurance under the group policy; or
- (2) the spouse's 70th birthday; or
- (3) 31 days (the grace period) after the due date of any premium contribution which is not paid; 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 Accidental Death and Dismemberment coverage for its plan; or
- (2) the date the group policy is terminated.

Additional Information

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 certificate.

Renee D. Montz

Secretary

Stephen M. Hagan

President

Dependents Term Life Insurance Certificate Supplement

Securian Life Insurance 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 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; and
- (2) your natural child, legally adopted child who has been legally placed for adoption with you, stepchild (for a stepchild to be eligible as a dependent child, the employee must be legally married to the child's legal parent), foster child who has been placed with you by an authorized placement agency or by a judgment, decree, or other court order and grandchild to age 19. The grandchild must be unmarried and (a) is financially dependent on you for principal support and maintenance and has resided with you continuously from birth or, (b) resides with you and is dependent upon you for principal support and maintenance and your unmarried child who is the parent of the grandchild, and they are less than age 19. If a grandchild is legally adopted or placed in the legal custody of the grandparent, they are covered as a dependent child.

Children are eligible from life birth to the attainment of age 26. Children may remain insured beyond the age of 26 if they are incapable of self-sustaining employment because of developmental cognitive disability or physical disability provided they are chiefly dependent on you for support.

A person who is in the armed forces of any country is not eligible as a dependent.

Any dependent who, subsequent to the effective date of your dependents term life insurance, meets the eligibility requirements of this supplement will become insured on the date they qualify, provided no additional premium is required and the dependent is not hospitalized or confined because of illness or disease (except in the case of a newborn). If additional premium is required, the insurance for that dependent will be effective under the same conditions which would apply if you were newly becoming eligible for dependents term life insurance under this

supplement. If the dependent is hospitalized or confined because of illness or disease on the date their insurance would otherwise become effective, their effective date shall be delayed until they are released from such hospitalization or confinement (except in the case of a newborn).

When will we require evidence of insurability?

The specification page describes when evidence of insurability will be required.

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) for contributory coverage, you apply for dependents coverage in accordance with the application methods agreed upon by the policyholder and us; and
- (3) we are satisfied with the dependent's evidence of insurability, if we require evidence.

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.

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 last day of the pay period in which 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; or
- (5) 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 Dependents Term Life coverage for its plan; 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 they are 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 us.

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.

Does the suicide limitation apply to dependents insurance?

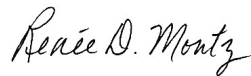
No. The suicide limitation does not apply to spouse or child life insurance.

Does the Waiver of Premium supplement to your certificate apply to insured dependents?

The Waiver of Premium supplement to your certificate will not apply to disabilities for dependents covered under this supplement.

However, if, due to your disability, your insurance is continued in force without further payment of premiums due to the Waiver of Premium Supplement, 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 the Waiver of Premium Supplement.

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

Waiver of Premium Certificate Supplement

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

General Information

This certificate supplement 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.

The specifications page indicates to what insurance this supplement applies.

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 70. Upon approval of proof of such disability, your insurance, including all supplements to your certificate which were in force on the date of the 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 on a full or part time basis. 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, 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.

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. You cannot have coverage under both policies and only one death benefit will be available.

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

You must furnish evidence satisfactory to us as to both substance and form that your disability:

- (1) commenced while your insurance under your certificate was in force; and
- (2) meets the definition of total disability; and
- (3) commenced before your 70th 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. After you have provided at your expense the requested claim forms and records, 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 total 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 70th 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 a 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. 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.

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

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

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 70th birthday (the waiver of premium will not terminate due to your attainment of age 70 if you became totally disabled prior to July 1, 1983, coverage will continue in accordance with this supplement without payment of premiums as of such date); 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.

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.

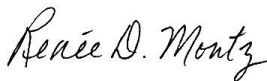
Termination

When does your coverage under this supplement terminate?

Your waiver of premium coverage terminates on the earliest of:

- (1) the date you are no longer insured for life insurance covered by this supplement; or
- (2) the date requested by the policyholder to cancel the Waiver of Premium coverage for its plan; or
- (3) 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 Waiver of Premium coverage or of the group policy.


Secretary


President

Important Notice

Minnesota Life Insurance Company - a Securian Financial company
400 Robert Street North, St. Paul, MN 55101-2098

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW

If the insurer or health maintenance organization that issued your life insurance, annuity or health insurance policy becomes impaired or insolvent, you are entitled to compensation for your policy or contract from the assets of that insurer. The amount you recover will depend on the financial condition of the insurer or health maintenance organization.

In addition, residents of Minnesota who purchase life insurance, annuities, health insurance, or health maintenance organization coverage from insurance companies authorized to do business in Minnesota are protected, **SUBJECT TO LIMITS AND EXCLUSIONS**, in the event the insurer or health maintenance organization becomes financially impaired or insolvent. This protection is provided by the Minnesota Life and Health Insurance Guaranty Association.

For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations.

Minnesota Life and Health Insurance Guaranty Association
4760 White Bear Parkway
Suite 101
White Bear Lake, Minnesota 55110
651-407-3149

The maximum amount the Guaranty Association will pay for all policies or contracts issued on one life by the same insurer or health maintenance organization is limited to \$500,000. Subject to this \$500,000 limit, the Guaranty Association will pay up to \$500,000 in life insurance death benefits, \$130,000 in net cash surrender and net cash withdrawal values for life insurance, \$500,000 in health insurance, health maintenance organization, and long-term care benefits including any net cash surrender and net cash withdrawal values, \$500,000 in disability income insurance, \$250,000 in annuity net cash surrender and net cash withdrawal values, \$410,000 in present value of annuity benefits for annuities which are part of a structured settlement or for annuities in regard to which periodic annuity benefits, for a period of not less than the annuitant's lifetime or for a period certain of not less than ten years, have begun to be paid on or before the date of impairment or insolvency, or if no coverage limit has been specified for a covered policy or benefit, the coverage limit shall be \$500,000 in present value. Unallocated annuity contracts issued to retirement plans, other than defined benefit plans, established under Section 401, 403(b) or 457 of the Internal Revenue Code of 1986, as amended through December 31, 1992, are covered up to \$250,000 in net cash surrender and net cash withdrawal values, for Minnesota residents covered by the plan provided, however, that the Association shall not be responsible for more than \$10,000,000 in claims from all Minnesota residents covered by the plan. If total claims exceed \$10,000,000, the \$10,000,000 shall be prorated among all claimants. These are the maximum claim amounts. Coverage by the Guaranty Association is also subject to other substantial limitations and exclusions and requires continued residency in Minnesota. If your claim exceeds the Guaranty Association's limits, you may still recover a part or all of that amount from the proceeds of the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers and health maintenance organizations licensed to sell life and health insurance in Minnesota after the insolvency occurs. Claims are paid from this assessment.

Benefits provided by a long-term care rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY, CONTRACT, OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF LIFE, ANNUITY, HEALTH INSURANCE OR HEALTH MAINTENANCE ORGANIZATION POLICIES AND CONTRACTS OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY IMPAIRED OR INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL LIFE, ANNUITY, HEALTH INSURANCE, AND HEALTH MAINTENANCE ORGANIZATION POLICIES AND CONTRACTS ARE REQUIRED TO PROVIDE THIS NOTICE.

Minnesota Life Insurance Company • A Securian Company

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

GROUP TERM LIFE CERTIFICATE OF INSURANCE