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

Effective date: July 1, 2013

POLICY NUMBER: 34212

POLICYHOLDER: Salt Lake Community College

## **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.

Secretary President

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#### **GROUP TERM LIFE CERTIFICATE OF INSURANCE**

#### CERTIFICATE SPECIFICATIONS PAGE

#### **GENERAL INFORMATION**

POLICYHOLDER: Salt Lake Community College POLICY NO.: 34212-G

**ASSOCIATED COMPANIES:** All subsidiaries and affiliates reported to Minnesota Life by the policyholder for

inclusion in the policy.

POLICY EFFECTIVE DATE: July 1, 2013

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 the following classes of the policyholder and its associated

companies.

Class 1: All Active Full Time Employees

Class 2: President Emeritus

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 31 days from the first day of eligibility

for contributory insurance.

WAITING PERIOD: None.

**MINIMUM HOURS** 

**PER WEEK REQUIRED:** Class 1: 30 hours per week.

Class 2: N/A

#### PLAN OF INSURANCE

#### **EMPLOYEE BENEFIT SCHEDULE**

#### **EMPLOYEE TERM LIFE INSURANCE:**

#### **Basic Life Insurance**

Eligible Class Amount of Basic Life Insurance

Class 1: Two times annual earnings, subject to a maximum of \$500,000.

Class2: Amounts recorded on file and of record with the policyholder and Minnesota

Life.

#### **Voluntary Life Insurance**

An amount elected by the employee from the following options:

Eligible Class Amount of Voluntary Life Insurance

Class 1: One, two, three or four times annual earnings, subject to a maximum of

\$500,000.

Class 2: Amounts recorded on file and of record with the policyholder and Minnesota

Life.

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

#### **Basic Insurance**

Eligible Class Amount of Basic AD&D Insurance

Classes 1 and 2: An amount equal to the amount of basic life insurance for which the employee

is insured under the group policy.

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

Applies to Classes 1 and 2:

The amount of basic life, basic AD&D, and voluntary life insurance on an employee age 70 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

Age of Employee Amount of Insurance
70 - 74
75 and over
65%
50%

Age reductions will apply the July 1st following an insured employee's 70th and

75th birthdays.

**RETIREMENT REDUCTIONS:** All insurance terminates at retirement, except as provided for under the

portability provision.

**CONTRIBUTORY/NONCONTRIBUTORY:** Basic insurance is noncontributory insurance; voluntary 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:

All basic insurance is guaranteed issue.

For voluntary 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 the group policy.

For employees who first become eligible after the effective date of the group policy:

The lesser of three times annual earning or \$500,000.

**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.

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:

Increases and decreases due to a change in eligible class or earnings will become effective the date of the change in eligible class or earnings. 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 voluntary insurance is limited to the guaranteed amount of \$500,000 due to failure to provide the required satisfactory evidence of insurability is not insured for a multiple of earnings plan, but rather is insured for the frozen amount of \$500,000 and therefore will not receive an increase in voluntary insurance due to salary increases.

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#### **DEPENDENTS BENEFIT SCHEDULE**

#### **DEPENDENTS TERM LIFE INSURANCE:**

### **Spouse/Domestic Partner Life Insurance**

Eligible Class Amount of Spouse/Domestic Partner Life Insurance

Class 1: \$5,000, \$10,000, \$25,000 or \$50,000, as elected by the employee.

Class 2: Amounts recorded on file and of record with the policyholder and Minnesota

Life.

**Child Life Insurance** 

Eligible Class Amount of Child Life Insurance

Class 1: \$5,000, \$10,000 or \$15,000, as elected by the employee

An employee's first eligible newborn child is automatically covered for \$5,000 for 31 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 31 days; otherwise the

coverage shall terminate at the end of the 31-day period.

Class 2: Amounts recorded on file and of record with the policyholder and Minnesota

Life.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**AGE REQUIREMENTS:** Spouse/Domestic Partner coverage terminates upon attainment of age 70.

**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 the group 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 the group policy, the guaranteed issue amount is as follows:

For spouse/domestic partner insurance: All spouse/domestic partner

insurance is guaranteed issue.

For child insurance: All child insurance is guaranteed issue.

**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.

**EFFECT OF EMPLOYEE'S RETIREMENT:** All dependents insurance terminates upon the employee's retirement except as

provided under the portability provision.

ADDITIONAL INFORMATION

WAIVER OF PREMIUM APPLICATION:

SUICIDE EXCLUSION FOR LIFE

INSURANCE:

Applies only to employee voluntary life and spouse/domestic partner life insurance under this certificate. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable certificate supplement.

Applies to contributory and noncontributory employee insurance.

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#### 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 under the group policy due to failure to provide satisfactory evidence of insurability:

- An employee may elect or increase his or her voluntary life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed the lesser of three times annual earnings or \$500,000
- An employee may elect any child life amount

Coverage will be effective on the July 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

#### **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 31 days of the status change and the insured receiving the increase has not previously been declined any insurance amount under the group policy due to failure to provide satisfactory evidence of insurability:

- An employee may elect or increase his or her voluntary life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed the lesser of three times annual earnings or \$500,000
- An employee may elect any child life amount

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
- 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

#### SUPPLEMENT(S) TO THE CERTIFICATE

Accidental Death and Dismemberment Dependents Term Life Portability Waiver of Premium Accelerated Benefits Applies to all classes Applies to all classes Applies to Class 1 only Applies to Class 1 only Applies to all classes.

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

#### 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

The 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 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?

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 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
- 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 (including Sabbatical for Faculty, Staff Development, Personal Leave, and Public Service Leave), Military Leave, 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.

#### 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 following the date that the amount of insurance in force for any one coverage changes by more than 15% from that which was used to determine the current rates (active employee coverage and retiree coverage are considered separate coverages, as are basic

- life, supplemental life, spouse/domestic partner life, child life and AD&D); or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% from the volume that was used to determine the current rates 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?

Yes. If the policyholder's plan of insurance, as reflected in the specifications page attached to the group policy, allows for a choice of amounts of insurance for your class, you can request an increase or a decrease in the amount of your contributory insurance within the limitations of the policyholder's plan of insurance, including any limitations on when and how often such requests may be made.

If you request an increase in the amount of your contributory insurance, 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 0.1% 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 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.

### What is the limited conversion right?

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.

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

- (a) \$10,000; 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.

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#### 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.

### **MINNESOTA LIFE**

### Accelerated Benefits Certificate Supplement

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

Receipt of accelerated benefit payments may adversely affect the recipient's eligibility for Medicaid or other government benefits or entitlements. In addition, 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/domestic partner, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

#### insured

For purposes of this supplement, an insured employee, an insured spouse/domestic 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 and gender.

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) coverage must be in force and all premiums due must be fully paid; and

- (2) application must be made in writing and in a form which is satisfactory to us. We will tell you what form is required; and
- (3) you must be the sole owner of the certificate; and
- (4) We receive a signed authorization to pay an accelerated benefit from all assignees and irrevocable beneficiaries.

#### 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/domestic 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 basic and voluntary insurance combined.

#### 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?

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 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 Chet I South

MHC-96-13185 43 Minnesota Life 2

# Accidental Death and Dismemberment Certificate Supplement

Minnesota Life Insurance Company, a Securian Financial Group affiliate 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 eligible 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 you become insured for life insurance under the certificate.

# 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 the insured's 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 evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while the insured's coverage under this supplement is in force. The insured's death or dismemberment must occur within 365 days after the date of the injury.

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

- self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) the insured's 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 the insured is the operator of the motor vehicle and this insured's 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; or
- (10)participation in war or any act of war, whether declared or undeclared; 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

LifeFull Amount of AD&D Insurance
Both Hands or Both FeetFull Amount of AD&D Insurance
Sight of Both EyesFull Amount of AD&D Insurance
Speech and Hearing
(in both ears)Full Amount of AD&D Insurance
One Hand and One Foot Full Amount of AD&D Insurance
One Foot and Sight
of One EyeFull Amount of AD&D Insurance
One Hand and Sight
of One EyeFull Amount of AD&D Insurance
QuadriplégiaFull 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
(in both ears) 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

All Four Fingers	
of One Hand	.25% of Amount of AD&D Insurance
Thumb and Index	
Finger of One Hand	.25% of Amount of AD&D Insurance
Uniplegia	.25% of Amount of AD&D Insurance
All the Toes	
Of One Foot	.20% 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 (in both ears) 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). Loss of toe means complete severance at or above the metatarsal phalangeal joints.

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. Uniplegia means total and permanent paralysis of one limb (from the shoulder down including total paralysis of the hand if claiming an upper limb and from the waist down including total paralysis of the foot if claiming a lower limb).

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. A benefit is not payable for both loss of one foot and the loss of all toes of one foot for injury to the same foot 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 of an insured's 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 0.1% 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. All provisions of this supplement, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

#### **Adaptive Home and Vehicle Benefit**

### What is the adaptive home and vehicle benefit?

If you suffer a loss other than loss of life and a benefit is payable under the AD&D benefit, we will pay for your principal residence to be made accessible and/or your private automobile to be made drivable or rideable. These one-time alteration expenses must be incurred within one year from the date of the accident. Your benefit will be the lesser of:

- (1) 10% of your amount of AD&D insurance; or
- (2) the actual alteration expense; or
- (3) \$25,000.

The Adaptive Home and Vehicle Benefit will be payable only if:

- such home alterations are made by a person or persons with experience in such alterations and recommended by a recognized organization associated with the injury;
- (2) such vehicle modifications are carried out by a person or persons with experience in such matters and approved by the Motor Vehicle Department.

#### 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 \$25,000 or 5% of your amount of AD&D insurance.

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

- 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, 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 one or more dependent children under age 13, we will pay additional benefits to reimburse whomever incurred the child care expense for your dependent children while under age 13. The child must be enrolled for child care at the time of the covered accident or enroll for child care within 90 days of the covered accident.

The benefit per year will be the lesser of:

- (1) 6% of your amount of AD&D insurance; or
- (2) \$6,000; or
- (3) the amount of the 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 any dependent children over age 13. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to whoever incurred the child care expenses on behalf of the dependent children. The maximum child care benefit payable under this benefit shall be \$6,000 per year regardless of the number of children.

#### **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 11 full months, we will pay a monthly benefit equal to the lesser of:

- (1) 1% of your amount of AD&D insurance; or
- (2) 1% of the difference between your amount of AD&D insurance and the amount of any benefits paid under the loss schedule for the same accident. (if the full amount of AD&D insurance has been paid, no benefit is payable under this section).

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

- 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) 11 monthly benefits have been paid.

Coma means a state of profound unconsciousness which resulted directly and independently from all other causes from a covered accident, and from which you have no evidence of appropriate responses to stimulation. You must be confined in a medical facility and diagnosed as comatose by a licensed physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a covered injury unless the state of unconsciousness results from the administration of anesthesia in preparation of surgical treatment of that covered accident.

#### **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 dependent children, provided that:

- at the time of your death, the dependent child is enrolled as a full-time student at an accredited post-secondary educational institution (beyond the 12<sup>th</sup> grade level, 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:

- the actual tuition charged, exclusive of room and board: or
- (2) 6% of your amount of insurance; or
- (3) \$6,000.

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 dependent child if he or she is of legal age. If the 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 is 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 the insured was 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 supplement.

#### **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) \$25,000; or
- (2) 10% of your amount of AD&D insurance.

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

- 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, 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 Education Benefit**

#### What is the spouse education benefit?

We will pay an education benefit on behalf of your spouse if you die as a result of a covered accident and are survived by your spouse, provided that the spouse enrolls in a program of higher education within 3 years after your death.

The benefit payable will be the least of:

- (1) the actual tuition charged for all such education; or
- (2) 6% of your amount of AD&D insurance; or
- (3) \$6,000.

#### **Survivor Benefit**

#### What is the survivor benefit?

If you die as a result of a covered accident and you are survived by your spouse, an additional benefit equal to 1% of your amount of AD&D insurance on the date of your death will be paid monthly for a period not to exceed twelve consecutive months, subject to a maximum monthly benefit amount of \$12,000. Payments will commence upon approval of your accidental death claim.

The monthly benefit will be paid to your spouse, if living, otherwise to your dependent children, in equal shares.

If all surviving dependents die within the twelve month period, benefits will end.

### **Termination**

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

An insured's coverage ends on the earliest of:

- 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 an insured medically examined at our expense 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

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# Dependents Term Life Insurance Certificate Supplement

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

**MINNESOTA LIFE** 

### **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:

- your lawful spouse who is not legally separated from you; and
- (2) your same or opposite sex domestic partner who meets the following criteria:
  - a. is at least 18 years of age or older;
  - b. is unmarried;
  - c. is mentally competent to consent to the domestic partnership;
  - d. is not related to you by blood in the way that prohibits lawful marriage;
  - e. shares the same primary residence and has been in a mutually exclusive relationship with you for at least the last six (6) months, and has plans to continue the arrangement on an indefinite basis; and
  - f. is jointly responsible for your common welfare and shares financial obligations with you.
- (3) you and your domestic partner's children, stepchildren, legally adopted children, (including those placed for adoption), and children for whom you or your domestic partner is legal guardian. Children are eligible from live birth (stillborn or unborn children are not eligible) until the end of the month the child attains age 26. Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on you for more than one-half of their support and maintenance.

If both parents of a child qualify as eligible employees under the group policy, the child shall be considered a dependent of both parents 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 child who, subsequent to the effective date of your child life insurance, 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:

- 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.

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:

- 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.

# 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 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 the Waiver of Premium 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.

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### **MINNESOTA LIFE**

# Term Life Insurance Portability Certificate Supplement

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 for continuation of your group life insurance if you no longer meet the eligibility requirements of your certificate, except as provided for herein.

To continue coverage under the provisions of this supplement, you must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Evidence of insurability will not be required. Coverage provided by this supplement will then be deemed effective retroactive to the beginning of the 31-day period. This date is considered to be your portability date and you are then considered to have portability status.

# Who is eligible to continue insurance under this supplement?

You are eligible to continue your group life insurance under the terms of this supplement if you, except as provided by this supplement, no longer meet the eligibility requirements of your certificate due to any of the following:

- (1) you terminate employment, including retirement; or
- (2) you are no longer in a class eligible for insurance or you are on a leave or layoff; or
- (3) a class or group of employees insured under the policy is no longer considered eligible and there is no successor plan for that class or group. Successor plan means an insurance policy or policies provided by us or another insurer that replaces insurance provided under this policy.

You will not be eligible to request coverage under this supplement if you:

- (1) have attained the age of 70; or
- (2) have converted your insurance to an individual life policy under the terms of your certificate's conversion right section; or
- (3) were not actively at work due to sickness or injury on the date immediately preceding your portability date; or

(4) lose eligibility due to termination of the group policy.

# What insurance can be continued under this supplement?

Both non-contributory and contributory insurance may be continued under this supplement. If you elect to continue your own coverage according to the provisions of this supplement, you may also elect to continue contributory insurance for any other individual insured under your certificate. You may also continue coverage under all supplements to your certificate which apply to non-contributory and contributory insurance and by which you were insured immediately preceding your portability date except the Term Life Waiver of Premium Certificate Supplement and the Accidental Death and Dismemberment Certificate Supplement, which shall terminate upon porting.

The amount of insurance continued under this supplement for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

# What is the minimum amount of insurance that can be continued under this supplement?

The minimum amount of insurance that can be continued on your life under this supplement is \$10,000. This minimum does not apply to any other insureds covered under this supplement.

# What is the maximum amount of insurance that can be continued under this supplement?

The maximum amount of insurance that can be continued under this supplement for an insured under age 65 is the amount of insurance that was in force on the insured's portability date, but not more than \$500,000 for an employee or \$50,000 for a spouse/domestic partner. However, for an insured age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on the insured's portability date to a maximum of \$325,000 for an employee or \$32,500 for a spouse/domestic partner.

# Will the amount of insurance continued under this supplement change?

Yes. On the first day of the month following the date an insured attains age 65, the amount of insurance on his or her life continued under this supplement will reduce to 65% of the amount of insurance in force on the day prior to attainment of age 65. Insurance terminates at age.

# Can you request a change in your amount of insurance continued under this supplement?

Yes. You may elect to reduce the amount of insurance on your life. Your remaining amount of insurance must be at least \$10,000.

The amount of insurance continued under this supplement will never increase.

### How will premium contributions be paid?

Premium contributions will be paid directly to us on a monthly, quarterly, semi-annual, or annual basis and will be subject to an administrative charge per billing period. We may adjust the amount of the charge, but not more often than once per year.

### Can the premium rate change?

Yes. The premium rate may increase on the portability date. The premium rate may also increase in the future but will not change more often than once per year.

# Can insurance continued under this supplement be converted to a policy of individual insurance?

Yes. At any time after insurance has been continued under the provisions of this supplement, it may be converted to a policy of individual insurance with Minnesota Life. All other conditions and provisions of the conversion right section of your certificate to which this supplement is attached will apply.

# What happens if you again become eligible under your certificate?

If you are continuing coverage under the terms of this supplement, and again meet the eligibility requirements of your certificate, not including the terms of this supplement, you shall no longer be considered to have portability status. Insurance may be continued only under the terms of your certificate, not including this supplement unless and until you no longer meet the eligibility requirements of your certificate and again return to portability status as provided for herein.

# What happens to insurance provided under this supplement when the group policy terminates?

Anything in the group policy notwithstanding, termination of the group policy by the policyholder or us will not terminate life insurance then in force for any person under the terms of this supplement. The group policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

Any insurance continued under the terms of this supplement will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this supplement terminate?".

No individual may elect coverage under this supplement on or after the date of termination of the group policy.

# When will insurance continued under this supplement terminate?

Insurance being continued under this supplement will terminate on the earliest of the following:

- (1) the insured's 70th; or
- (2) the date the insured again meets the eligibility requirements of your certificate, not including the terms of this supplement; or
- (3) in the case of a dependent child or a spouse/domestic partner who is insured by a supplement to your certificate, the date your coverage is no longer being continued under this supplement or the date the spouse/domestic partner or child ceases to be eligible as defined under the terms of your certificate; or
- (4) 31 days after the due date of any premium contribution which is not made.

Secretary

President

Rhet / South

# MINNESOTA LIFE

# Term Life Waiver of Premium Certificate Supplement

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. 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 disabled, as defined herein. 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 disability.

### What is total disability?

You are considered totally disabled if you are eligible for and receiving disability income benefits under the employer's long term disability (LTD) plan. The disability for which LTD benefits are ultimately payable must commence while your insurance is in force under the group policy.

# 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 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 disability?

You must furnish evidence satisfactory to us that your disability:

 commenced while your insurance under your certificate was in force; and (2) meets the definition of total disability.

We will, from time to time, also require additional proof satisfactory to us that you continue to be totally 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. Your beneficiary must submit due proof satisfactory to us that your total disability, which began before premium payments on your behalf were discontinued, 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 insurance continued without payment of premium shall be the amount of insurance that was in force on the date of onset of total disability.

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

# How long will insurance be continued without payment of premium?

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

- (1) the date you recover so that you are no longer totally disabled; or
- (2) the date you are no longer receiving LTD benefits; 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.

#### When does this supplement terminate?

This supplement will terminate on the earlier of:

- 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.

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# NOTICE OF PROTECTION PROVIDED BY UTAH LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - \$500,000 in death benefits
  - \$200,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$500,000 in long-term care insurance benefits
  - \$500,000 in disability income insurance benefits
  - \$500,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**Note:** Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 31A, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at <a href="https://www.utlifega.org">www.utlifega.org</a> or contact:

Utah Life and Health Insurance Guaranty Association 60 East South Temple, Suite 500 Salt Lake City, UT 84111 (801) 320-9955 Utah Insurance Department 3110 State Office Building Salt Lake City, UT 84114-6901 (801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

