

Group Term Life Certificate of Insurance

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

State of Tennessee
Basic Group Term Life Insurance Plan
Effective January 1, 2019

POLICYHOLDER: State of Tennessee

POLICY NUMBER: 34294-G

SAMPLE

Read Your Certificate Carefully

You are insured under the above numbered group policy. 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.



Secretary



President

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GROUP TERM LIFE CERTIFICATE OF INSURANCE

EMPLOYEE CERTIFICATE SPECIFICATIONS PAGE

GENERAL INFORMATION

POLICYHOLDER: State of Tennessee **POLICY NO.:** 34294-G
ORIGINAL EFFECTIVE DATE: January 1, 2014. This specification page represents the plan in effect as of January 1, 2019.
POLICY ANNIVERSARY DATE: January 1 of each year beginning January 1, 2015.

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

GROUP: The group is composed of all active employees of the policyholder and its associated employers working in the United States in the following classifications:
 Class 1: Employees enrolled in the State of Tennessee’s Group Health Insurance Plan
 Class 2: Employees not enrolled in the State of Tennessee’s Group Health Insurance Plan

WAITING PERIOD: **Employees regularly scheduled to work 30 hours a week or more:** The period commencing with the employee’s date of eligibility (either the employee’s date of hire; or the date of a status change, e.g., part-time to full-time after the employee has worked one full calendar month) and ending on the first day of the month following the employee’s date of eligibility.

*For newly eligible employees the effective date of coverage will be the first day of the month following one full calendar month of employment or date of status change.

Seasonal employees hired prior to July 1, 2015 certified as working 1,450 hours per fiscal year: The period commencing 24 months from the employee’s date of hire and ending on the first day of the month following the completion of the 24-month requirement.

ENROLLMENT PERIOD: The Enrollment Period coincides with the enrollment period for the policyholder’s group medical insurance program. Enrollment in the basic term life insurance program is automatically determined based upon the employee’s choice for medical insurance.

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance Amount The amount of basic life insurance is determined based on the employee’s classification, base annual earnings, and age, as detailed below:

Class 1				
Employees Base Annual Earnings Amount	Under Age 65	Age 65 but Under 70	Age 70 but Under 75**	Age 75 or Over**
\$15,000 but less than \$17,500	\$22,000	\$14,300	\$9,900	\$6,600
Less than \$15,000	\$20,000	\$13,000	\$9,000	\$6,000
\$17,500 but less than \$20,000	\$25,000	\$16,250	\$11,250	\$7,500
\$20,000 but less than \$22,500	\$30,000	\$19,500	\$13,500	\$9,000
\$22,500 but less than \$25,000	\$33,500	\$21,775	\$15,075	\$10,050
\$25,000 but less than \$27,500	\$37,000	\$24,050	\$16,650	\$11,100
\$27,500 but less than \$30,000	\$40,500	\$26,325	\$18,225	\$12,150
\$30,000 but less than \$32,500	\$44,000	\$28,600	\$19,800	\$13,200
\$32,500 but less than \$35,000	\$47,500	\$30,875	\$21,375	\$14,250
\$35,000 and over	\$50,000	\$32,500	\$22,500	\$15,000

Class 2				
All earnings amounts	\$20,000	\$13,000	\$9,000	\$6,000

** These columns are not applicable for employees enrolled in the policyholder’s separate Permaplan program. For Permaplan employees age 70 and over the Basic Life amount will be the same amount as listed in the “Age 65 but Under 70” column.

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

Family coverage status: An employee must be enrolled in family coverage under the State of Tennessee’s Group Health Insurance Plan in order to be insured for Family AD&D insurance. A dependent must be enrolled under the employee’s family coverage in the State Group Health Plan in order to be insured for dependent AD&D insurance.

Basic AD&D Insurance Amount: The amount of basic AD&D insurance is determined based on the employee’s classification, base annual earnings, age and family coverage status as detailed below:

Class 1

Employee Base Annual Earnings Amount	Employee	*****Family Coverage*****		
		Spouse Only (No Children)	Spouse and Children	
			Spouse	Each Child
Less than \$15,000	\$40,000	\$24,000	\$16,000	\$4,000
\$15,000 but less than \$17,500	\$44,000	\$26,000	\$18,000	\$4,000
\$17,500 but less than \$20,000	\$50,000	\$30,000	\$20,000	\$5,000
\$20,000 but less than \$22,500	\$60,000	\$36,000	\$25,000	\$5,000
\$22,500 but less than \$25,000	\$67,000	\$40,000	\$27,000	\$6,000
\$25,000 but less than \$27,500	\$74,000	\$44,000	\$30,000	\$7,000
\$27,500 but less than \$30,000	\$81,000	\$49,000	\$32,000	\$8,000
\$30,000 but less than \$32,500	\$88,000	\$53,000	\$35,000	\$9,000
\$32,500 but less than \$35,000	\$95,000	\$57,000	\$38,000	\$9,000
\$35,000 and over	\$100,000	\$60,000	\$40,000	\$10,000

Class 2

All earnings amounts	\$40,000	None	None	None
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BASIC AD&D INSURANCE AGE REDUCTIONS:

The amount of insurance on an employee and/or spouse shall be a percentage of the amount otherwise provided by the plan or insurance applicable to such employee and/or spouse in accordance with the following table:

<u>Age of Employee</u>	<u>Amount of Insurance</u>
65 - 69	65%
70 – 74***	45%
75 and over**	30%

Age reductions apply to both employees and spouses. Age reductions for both employees and spouses will be based upon the employee’s age as of September 1 of each year with the effective date of the recalculated coverage to be on October 1 of the same year following an insured employee’s 65th, 70th, and 75th birthdays. Reductions are not based upon the spouse’s age.

*** These age reductions do not apply to Permaplan Employees. Permaplan employees receive to 65% from age 65 and over.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

EFFECT OF EMPLOYEE’S RETIREMENT:

All insurance terminates at retirement according to the provisions of the Termination section on page 4 of this Certificate.

CONTRIBUTORY/ NONCONTRIBUTORY:

Basic Life and Basic AD&D insurance for Class 2 is noncontributory insurance. For Class 1, amounts of Basic Life Insurance in excess of \$20,000 and amounts of Basic AD&D in excess of \$40,000 are contributory insurance, amounts of Basic Life insurance \$20,000 or less and Basic AD&D insurance \$40,000 and less are non-contributory.

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

Increases and decreases due to a change in eligible age or earnings will be based upon the employee’s age and salary as of September 1 of each year or an alternative date established by the State with the effective date of the recalculated coverage to be on October 1 of the same year or on an alternative date established by the State. All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

An employee must be enrolled in family coverage under the State of Tennessee’s Group Health Insurance Plan in order to be insured for dependents life insurance. A dependent must be enrolled under the employee’s family coverage in the State Group Health Plan in order to be insured for dependent life insurance.

Spouse Life Insurance

<u>Eligible Class</u>	<u>Amount of Spouse Life Insurance</u>
Class 1	\$3,000
Class 2	None

Child Life Insurance

<u>Eligible Class</u>	<u>Amount of Child Life Insurance</u>
Class 1	\$3,000
Class 2	None

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

SPOUSE\CHILD DEPENDENT TERM LIFE INSURANCE AGE REDUCTIONS: None

CONTRIBUTORY/ NONCONTRIBUTORY: Dependents insurance is contributory insurance

ADDITIONAL INFORMATION

WAIVER OF PREMIUM APPLICATION: Applies to contributory and non-contributory employee insurance. Does not apply to AD&D.

SUPPLEMENTS TO THE CERTIFICATE

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

Definitions

age

Your attained age as of September 1 each plan year, or for a newly eligible employee, your attained age on your date of eligibility.

application

Your application for insurance under the group policy.

associated employer

Any employer which is designated by the policyholder and agreed to by us to participate under the group policy. The policyholder represents any associated employer in all transactions pertaining to the group policy. The policyholder's acts or omissions and every notice given by us to the policyholder shall be binding on every associated employer.

contributory insurance

Insurance for which you are required to make premium contributions.

earnings

Your base annual earnings are your basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation as of September 1 of each year. For a newly eligible employee, earnings shall mean your base annual earnings on your date of eligibility.

employee

An individual employed by the State who:

- (1) is regularly scheduled to work not less than thirty (30) hours per week; or
- (2) has received a seasonal appointment and who meets the requirements set forth in CA 8-27-204 (a)(3); or
- (3) is deemed eligible by applicable federal law, state law, or action of the State Insurance Committee.

employer

The policyholder or any designated associated employer.

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 State of Tennessee

specifications page

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

waiting period

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

we, our us

Minnesota Life Insurance Company.

you, your, certificate holder

An insured employee.

General Information

What is your agreement with us?

You are insured under the group policy shown on the specifications page attached to this certificate. Your application is deemed 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 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.

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 specifications page; and
- (2) have satisfied the waiting period as shown on the specifications page attached to this certificate; and
- (3) 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?

No.

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 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 through processes or on forms which are approved by us.

In addition, elections made during an annual enrollment period will not become effective prior to the effective date of that enrollment (generally the following January 1).

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

Yes. The employer may continue your noncontributory insurance or allow you to continue your contributory insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff.

Continuation of your insurance is subject to certain time limits and conditions as stated in the group policy. If you stop active work for any reason, you should discuss with

the employer what arrangements may be made to continue your insurance.

Premiums

When and how often are your premium contributions due?

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

Can a premium be paid after the date it is due?

Yes. The group policy has a 31-day grace period. If a premium is not paid on or before the date it is due, that premium may be paid during the 31-day period following the due date. The insurance under the group policy will remain in effect during the 31-day grace period.

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, subject to any age reductions described on the specifications page, if applicable.

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.

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. You should designate a beneficiary or beneficiaries when you first enroll under the plan. You can change your 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.

A beneficiary designation must be made in writing or in any other method agreeable between us and the policyholder and made available under the plan. Any beneficiary designation shall take effect as of the date it is signed or if later, the date requested by the employee, 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) the personal representative of 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 date you no longer meet the eligibility requirements as described below:
 - for all Central State Government employees: An insured employee shall remain covered until the end of the month in which he or she ceases to meet the eligibility requirements.
 - for all employees other than Central State Government employees: An insured employee shall remain covered until the end of the month following the month in which he or she ceases to meet the eligibility requirements.
- (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. When your coverage terminates because you are no longer eligible, and you become eligible again within one month after the date your coverage under this certificate terminated, your coverage may be reinstated.

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 full conversion right?

You may convert up to the full amount of terminated insurance if termination occurs because your employment ends or because the insured is no longer in an eligible class.

What is the limited conversion right?

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

- (1) the group policy is terminated; or
- (2) the group policy is changed, by amendment or otherwise, to reduce or terminate the insured's insurance.

For a limited conversion, you may convert an amount up to the lesser of:

- (1) \$2,000; and
- (2) the amount of life insurance which terminated minus any amount of group life insurance for which the insured becomes 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.

When is conversion not available?

Neither the full 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.

To what type of policy may you convert?

Under both the full 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 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 your group insurance terminates. No evidence of insurability will be required.

If you do not receive written notice of the existence of the conversion right under this certificate at least 15 days prior to the expiration date of the conversion period, then you shall have an additional period within which to exercise such right, but nothing herein contained shall be construed

to continue any insurance beyond the conversion period provided in this certificate. This additional period shall expire 15 days next after you are given such notice, but in no event shall such additional period extend beyond 60 days next after the expiration date of the period provided in this certificate.

How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, the insured's age, and the class of risk to which the insured belongs on the date of the conversion.

When is the individual policy effective?

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

What happens if the insured dies during the 31-day period allowed for conversion?

If the insured dies 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 paid for an individual policy to the insured's 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.

When does your insurance become incontestable?

Except for fraud or 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, 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.

Who is the owner of this coverage?

You, the employee, are the owner of the 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 or terminating the coverage.

Can a change of ownership for a certificate be requested?

No.

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 and shall provide access to such records when required for us to administer the policy.

If a clerical error is made in keeping records on the insurance under the group policy, it will not affect the otherwise valid insurance. A clerical error 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. 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.

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 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 your death benefit provided under your certificate. If you have a terminal condition as defined in this supplement, you may request an accelerated payment of your death benefit.

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 that satisfies us that you have 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.

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 are the sole owner of the certificate; and
- (3) the certificate does not have an irrevocable beneficiary; and
- (4) application is made in writing or through any other method made available by us under the group policy and in a form which is satisfactory to us.

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 \$5,000. The maximum death benefit that can be accelerated is \$50,000.

Is a partial accelerated benefit available?

Yes. You may choose to accelerate only a portion of your death benefit, providing the remaining amount of insurance is at least \$25,000. This is called a partial accelerated benefit. (If you choose to accelerate your death benefit and the death benefit is less than \$25,000 you must accelerate the entire amount.)

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 cannot exceed \$50,000. We may ask for further satisfactory evidence 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 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.

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 your death benefit, your life insurance ends, however full premium will be required while you are in an active pay status. All other benefits under the certificate and any certificate supplements for you will end. Any dependent life and AD&D insurance will continue while you are in an active pay status.

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

If you take an accelerated benefit, the premiums will be based on the full amount of insurance prior to the acceleration of the insurance benefit.

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 policyholder requests to terminate this supplement for the entire 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 rider 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. We 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

SAMPLE

Accidental Death and Dismemberment 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. 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.

In addition, an employee's spouse and/or dependent child(ren) who are insured under the Dependents Term Life Insurance Certificate Supplement attached to the certificate. All references to an insured in this supplement shall include dependents. All provisions of this supplement applicable to an "insured" shall apply to an insured dependent.

When does insurance under this supplement become effective?

Insurance becomes effective on the date that you or your dependent become insured for life insurance under the certificate.

For an insured employee who has existing dependent coverage in force, any newly acquired dependent who meets the requirements will automatically become insured when he or she becomes eligible.

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 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 180 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 or indirectly by, results from, or where there is a contribution from, any of the following:

- (1) any disease or infirmity of mind or body, and any medical or surgical treatment thereof; or
- (2) suicide or attempted suicide, while sane or insane; or
- (3) any intentionally self-inflicted injury; or
- (4) war, declared or undeclared war, whether or not you are a member of any armed force; or
- (5) commission of, participation in, or any attempt to commit an assault or felony; or
- (6) being under the influence of any narcotic, hallucinogen, barbiturate, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the insured's licensed physician. Conviction is not necessary for a determination of being under the influence; or
- (7) intoxication as defined by the laws of the jurisdiction in which the accident occurred. Conviction is not necessary for a determination of being intoxicated; or
- (8) active participation in a riot. "Riot" means all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether with or without a common intent and whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

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

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

FOR LOSS OF	AMOUNT OF BENEFIT
Life	Full Amount of AD&D Insurance
Both Hands or Both Feet ..	Full Amount of AD&D Insurance
Sight of Both Eyes	Full Amount of AD&D Insurance
Speech and Hearing	
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 Eye	Full Amount of AD&D Insurance
One Hand and Sight	
of One Eye	Full Amount of AD&D Insurance
Quadriplegia	Full Amount of AD&D Insurance
Paraplegia	75% of Amount of AD&D Insurance

Speech or Hearing in

- Both Ears50% of Amount of AD&D Insurance
- Sight of One Eye50% of Amount of AD&D Insurance
- One Hand or
One Foot50% of Amount of AD&D Insurance
- Hemiplegia50% of Amount of AD&D Insurance
- Thumb and Index
Finger of One Hand..25% of Amount of AD&D Insurance

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

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

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss 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 certificate.

What are the notice of claim and proof of loss requirements?

Written notice of injury on which a claim may be based must be given to us within 30 days after the accident. Proof of loss must be furnished to us within 180 days after the date of loss. However, failure to give such notice and proof within the time provided will not invalidate the claim if it is shown that notice and proof were given as soon as reasonably possible.

When we receive written notice of claim, we will send the claimant our claim forms if he or she needs them. If the claimant does not receive the forms within 15 days, we will accept his or her written description as proof of loss.

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 death 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 dependent's AD&D benefit 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 benefit. 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.

Felonious Assault Benefit

What is the felonious assault benefit?

If you die or suffer a covered dismemberment as a result of a covered accident caused by a felonious assault, we will pay an additional benefit equal to the lesser of \$5,000 or 10% of your amount of AD&D insurance.

A felonious assault is a physical assault by another person resulting in bodily harm to you. The assault must take place while you are performing your customary duties at the employer's normal place of business or at other places the employer's business requires you to travel. The assault must involve the use of force or violence with intent to cause harm and must be either a felony or a misdemeanor.

No benefit is payable if the assault is a result of a moving violation or is committed by an immediate family member or a coworker. Immediate family members are your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and the spouses of such individuals.

Repatriation Benefit

What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The

additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of us. This may or may not be the beneficiary for the rest of the accidental death proceeds. We may at our sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by us will be final and fully release and discharge us from any further liability under this repatriation benefit.

Seatbelt Benefit

What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is 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) the insured's amount of AD&D insurance; or
- (3) \$1,000 if an official police report certifying proper seatbelt use is not submitted with the claim.

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

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

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

Termination

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

An insured's coverage ends on the earlier of:

- (1) the date you are no longer covered for life insurance under the group policy; or
- (2) for an insured dependent, the date the dependent no longer meets the eligibility requirements; or
- (3) for an insured dependent, the date the dependent is no longer covered for life insurance under the group policy; or
- (4) 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 when and so often as we may reasonably require whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in case of death.

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

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


Secretary


President

Dependents Term Life Insurance 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 insurance on the lives of your eligible dependents if you are an eligible member of class 1.

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 legally married spouse who is not legally separated from you and who is not eligible for insurance as an employee under this certificate; and
- (2) your natural (biological) children, stepchildren, adopted (including a child placed for adoption in anticipation of adoption) children, children for whom you are the legal guardian and children for whom the plan has received a qualified medical child support order requiring the child to be enrolled in a health insurance plan pursuant to the State and Federal statutes. Children are eligible from live birth (stillborn or unborn children are not eligible) to the attainment of age 26. A child age 26 or older who is mentally and/or physically disabled and incapable of earning a living may have coverage continued as long as the incapacity existed before his or her 26th birthday and the child was already insured under this plan on his or her 26th birthday.

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

Any dependent 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 does insurance on a dependent become effective?

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

- (1) the dependent meets all eligibility requirements; and
- (2) if required, you apply for dependents coverage through processes or on forms which are approved by us.

In addition, elections made during an annual enrollment period will not become effective prior to the effective date of that enrollment (generally the following January 1).

If a dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement. This does not apply to a newborn child. 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 last day of the month 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.

When does this supplement terminate?

This supplement will terminate on the earlier of:

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

Additional Information

What is the conversion right under this supplement?

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

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

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.


Secretary


President

SAMPLE

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 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 except accidental death and dismemberment, 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 and the coverage under this supplement is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably suited by education, training, or experience. You must be under the care of a licensed physician. The licensed physician cannot be you or a member of your immediate family. For purposes of this supplement, your immediate family consists of your spouse, 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 nine 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.

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

You must furnish evidence satisfactory to us that your disability:

- (1) commenced while your insurance under your certificate was in force; and
- (2) meets the definition of total disability; and
- (3) commenced before your 70th birthday; and
- (4) was continuous for nine months or more.

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

If you die within one year from the last day of the month following the end of a positive pay status following the date of onset of your disability, your beneficiary may claim benefits under this supplement even if your premium payments were discontinued and you had not submitted due proof satisfactory to us of your total disability or you were continuously disabled for less than nine 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 twelve months following the last day of the month following the end of positive pay status. 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 and permanently disabled, insurance will be continued, without payment of premium, until the earliest of:

- (1) if you are disabled before age 60, your 70th birthday; or
- (2) if you are disabled on or after age 60 but prior to age 70, your coverage will continue for one year from the last day of the month following the end of a positive pay status.
- (3) the date you recover so that you are no longer totally and permanently disabled; or
- (4) 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:

- (1) the date we receive a written request from the policyholder to terminate this supplement for the entire plan; 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 Certificate Supplement or of the group policy.


Secretary


President

Notice

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

NOTICE CONCERNING COVERAGE UNDER THE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of Tennessee who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. **This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.**

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract, issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by this Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **not** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals).

(Please Turn to Back of Page)

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point;
- \$500,000 for basic hospital, medical and surgical insurance, and major medical insurance issued by companies that become insolvent after January 1, 2010.

With these overall limits, the Guaranty Association cannot guarantee payment of benefits greater than the following:

- life insurance death benefits - \$300,000
- life insurance cash surrender value - \$100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - \$100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - \$250,000
- health insurance benefits for companies declared insolvent before January 1, 2010 - \$100,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
 - \$100,000 for limited benefits and supplemental health coverages
 - \$300,000 for disability and long term care insurance
 - \$500,000 for basic hospital, medical and surgical insurance, or major medical insurance

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies and their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Tennessee Life and Health Insurance Guaranty Association

1200 One Nashville Place
150 4th Avenue North
Nashville, TN 37219-2433

Tennessee Department of Commerce and Insurance

500 James Robertson Parkway
Nashville, TN 37243

Tennessee Notice

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

In the event you need to contact someone regarding this policy, you may contact the insurance company issuing this policy at the following address and telephone number.

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

Telephone: (651) 665-3500

SAMPLE

SAMPLE

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

GROUP TERM LIFE CERTIFICATE OF INSURANCE