

POLICYHOLDER: University of Wisconsin Employees, Inc.

POLICY NUMBER: 33977-G

Read Your Certificate Carefully

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

Right to Cancel

It is important to us that you are satisfied with this certificate after it is issued. If you are not satisfied with

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

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

Dennis E. Erdrup Secretary *Robert L. Soubler* President

TABLE OF CONTENTS

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

Termination.....	4
Conversion Rights.....	5
Additional Information.....	5

GROUP TERM LIFE CERTIFICATE OF INSURANCE

GENERAL INFORMATION

POLICYHOLDER: University of Wisconsin Employees, Inc. **POLICY NO.:** 33977-G

POLICY EFFECTIVE DATE: October 1, 2011

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: All University of Wisconsin Hospital and Clinics Public Authority and University of Wisconsin System employees who are eligible to participate in the State of Wisconsin's group health insurance program and are not collecting a Wisconsin Retirement System benefit.

ENROLLMENT PERIOD: 30 days from their date of hire or from their date of initial eligibility. In addition, individuals eligible for graduate assistant benefits but electing not to participate upon initial eligibility, will have a second enrollment opportunity if they later become benefits eligible in a Wisconsin Retirement System (WRS) eligible position and there is no break in service of 30 days or more. The second enrollment period will be for 30 days starting from the date they become benefits eligible in a WRS eligible position.

WAITING PERIOD: None

CERTIFICATE HOLDER: An employee who meets the eligibility requirements and is insured under the group policy.

CERTIFICATE EFFECTIVE DATE: The date that the certificate holder becomes insured under the group policy.

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Supplemental Insurance

<u>Employee's Age at beginning of Policy Year</u>	<u>Amount of Insurance</u>
Under age 35	\$30,000
35 - 39	\$25,000
40 - 44	\$22,000
45 - 49	\$15,000
50 - 64	\$12,000
55 - 59	\$10,000
60 - 64	\$ 9,000
65 and over	\$ 4,000

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: All insurance is contributory.

GUARANTEED ISSUE AMOUNT:

All current coverage is guaranteed issue.

All coverage is guaranteed issue if applied for within 30 days of the employee's date of hire or initial eligibility period. Grad status employees who don't enroll within their initial 30 day period will have a second opportunity to enroll within 30 days upon obtaining WRS status without evidence of insurability.

EFFECTIVE DATE OF DECREASES:

The amount of insurance will be decreased based on the employee's age on the January 1 coincident with or following the employee's change in age group.

2011 INITIAL OPEN ENROLLMENT PERIOD:

There is a one-time 30 day open enrollment period for all eligible employees except for those who have been previously declined for coverage. Applications received after the end of the enrollment period will require satisfactory evidence of insurability.

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies to employee life insurance under this certificate.

ADDITIONAL INFORMATION

SUPPLEMENT(S) TO THE CERTIFICATE

Accelerated Benefits

Definitions

age

Age as of January 1 of each plan year.

application

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

certificate effective date

The date your coverage under this certificate becomes effective.

contributory insurance

Insurance for which you are required to make premium contributions.

employee

An individual who is employed by the University of Wisconsin System or the University of Wisconsin Hospital and Clinics Public Authority who is eligible to participate in the State of Wisconsin's group health insurance program who is not collecting a Wisconsin Retirement System benefit.

employer

The University of Wisconsin System or University of Wisconsin Hospital and Clinics.

insured

An employee 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.

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.

we, our, us

Minnesota Life Insurance Company.

you, your, certificate holder

The insured employee covered under this certificate.

General Information

What is your agreement with us?

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

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

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

Can this certificate be amended?

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) meet the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

What is the actively at work requirement?

To be eligible to become insured, 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, you will not be eligible for the coverage 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. Insurance may be continued for you when you are not actively at work due to sickness, injury, or leave of absence, subject to the employer's practices and procedures, including the employer's limits on the length of continuation allowed for the type of absence. Continuation is contingent upon continued premium payment and is subject to the following maximum time frames:

- (1) During an unpaid leave of absence, insurance can be continued for up to 36 months from the last day you were actively at work.
- (2) During a paid nonmedical leave of absence, insurance can be continued for the full period of time for which the leave is approved by the employer.
- (3) During a paid disability leave of absence, insurance can be continued until the earliest of: 1) the date you are no longer disabled; 2) the end of the period for which premium was paid; or 3) the

date you are covered under another group policy that replaces the group policy.

- (4) During a military leave of absence, insurance can be continued for the duration of your military assignment.

If you do not continue coverage during a leave of absence, insurance coverage terminates. You may enroll for coverage within 30 days of returning to active work without evidence of insurability. If you enroll after 30 days, you are required to provide satisfactory evidence of insurability, unless you apply within any future open enrollment period provided by the policyholder.

Continuation of insurance must be in accordance with practices and procedures that preclude individual selection.

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

Premiums

When and how often are your premium contributions due?

Unless 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 employer 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 any applicable rate guarantee period ; or
- (2) after 60 days notice, if the policy terms are amended or the total amount of insurance in force changes by 20% 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.

When will changes in your coverage amount be effective?

Amounts of insurance decrease based on your age. Decreases in insurance amounts will be effective as the January 1 coincident with or next following your birthday.

When will the death benefit be payable?

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

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

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

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by you to receive the death benefit to be paid at your death. You may name one or more beneficiaries. You cannot name the policyholder or your employer 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 on the beneficiary designation form. 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 surviving spouse or domestic partner, otherwise;
- (2) your surviving children equally, otherwise;
- (3) your surviving grandchildren equally, otherwise;
- (4) your surviving parents equally, otherwise;
- (5) your surviving siblings equally, otherwise;
- (6) 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 approval by the policyholder or Minnesota Life. A change will take effect as of the date it is received by Minnesota Life.

Termination

When does your coverage terminate?

Except when insurance is being continued under the Term Life Waiver of Premium Policy Rider, your coverage ends on the earliest of the following:

- (1) the end of the month in which you cease to be an eligible employee, as determined by the policyholder according to its rules; or
- (2) the end of the last period for which you make a required premium payment; or
- (3) the end of the month in which your employment terminates or you retire from the University of Wisconsin Systems or the University of Wisconsin Hospital and Clinics Public Authority;
- (4) or date the group policy terminates.

Can your insurance be reinstated after termination?

Yes. When your coverage terminates because you are no longer eligible, and you become eligible again within 30 days 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. 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 on the policy anniversary date by giving us 60 days prior written notice, or at any other time by giving us prior written notice within 90 days of the intended date of termination.

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) 90 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. Amounts of insurance reduced due to age cannot be converted.

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 as described in the section entitled "What is the conversion right?". No evidence of insurability will be required.

How is the premium for the individual policy determined?

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

When is the individual policy effective?

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

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

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

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

Additional Information

What if your age has been misstated?

If your age has been misstated, the death benefit payable will be that amount to which you are entitled based on your correct age. A premium adjustment will be to the premium you pay for contributory insurance 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.

When does your insurance become incontestable?

Except for 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.

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 and any evidence of insurability application attached to your certificate.

Can your insurance be assigned?

No. Insurance under the group policy cannot be assigned.

Is the employer required to maintain records?

Yes. The employer is required to maintain adequate records of any information necessary for us to administer

this certificate. We can obtain them from the employer 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.

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

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.

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 you medically examined at our own expense to verify your medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

Accelerated Benefit

What is the accelerated benefit?

The accelerated benefit is the amount of the death benefit payable under this certificate supplement. It is the death benefit requested to be accelerated, subject to the minimum and maximum amounts described later.

When can an accelerated benefit be requested?

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

- (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) the insured's insurance must not have an irrevocable beneficiary.

Who may request an accelerated payment of the death benefit?

You may request an accelerated payment of the insurance on your life.

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?

No. There is no minimum or maximum; your entire death benefit may be accelerated.

Do you have to take the entire accelerated benefit?

Yes. You must accelerate your full benefit.

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

If you elect to accelerate your death benefit, your coverage and all other benefits under the certificate and any certificate supplements which apply to you will end.

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 your coverage under this supplement terminate?

Your coverage ends on the date you are 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.

Dennis E. Fiedler
Secretary

Robert L. Lueder
President

MINNESOTA LIFE

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

GROUP TERM LIFE CERTIFICATE OF INSURANCE