

Revised January 1, 2014

POLICYHOLDER: The Board of Regents of the University of Wisconsin System

POLICY NUMBER: 32871-G

Read Your Certificate Carefully

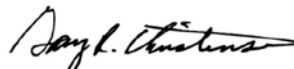
You are insured under the group policy shown on the specifications page attached to this certificate. This certificate summarizes the principal provisions of the group policy that affect you. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine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


Secretary


President

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GROUP TERM LIFE CERTIFICATE OF INSURANCE

GENERAL INFORMATION

POLICYHOLDER: The Board of Regents of the University of Wisconsin System **POLICY NO.:** 32871-G

ORIGINAL POLICY EFFECTIVE DATE: January 1, 2014

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

GROUP: The group is composed of employees of the University of Wisconsin System who are eligible for coverage under the State of Wisconsin group health insurance program and are not collecting a Wisconsin Retirement System benefit, except while premiums are being waived under the Waiver of Premium provision.

ENROLLMENT PERIOD: 30 days from the first day of eligibility. In addition, individuals eligible for graduate assistant benefits but electing not to participate in this program upon initial eligibility, will have a second enrollment period 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. This 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

Eligible Class

All employees

Amount of Insurance

An employee may elect an initial amount of insurance of \$5,000, \$10,000, \$15,000 or \$20,000. An employee may elect to increase coverage in increments of \$5,000 during the Annual Increase Option Period or at any other time. The maximum amount of employee insurance shall not exceed \$300,000.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS: All insurance terminates at retirement.

CONTRIBUTORY/NONCONTRIBUTORY: All insurance is contributory.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the 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 all employees:

\$20,000 of initial insurance; during the Annual Increase Option Period, increases in amounts of insurance up to \$20,000 are guaranteed issue. All other increases are subject to satisfactory evidence of insurability.

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:

Increases in amounts of insurance up to \$20,000 requested during an Annual Increase Option Period are effective January 1 following the Annual Increase Option Period. All other increases are effective the first of the month on or following the date any required evidence of insurability is approved by us.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

Eligible Class

Amount of Life Insurance

Spouse/Domestic Partner

The employee may elect initial amounts of spouse/domestic partner insurance of \$5,000 or \$10,000, provided the amount does not exceed the employee’s amount. The employee may elect to increase spouse/domestic partner coverage in increments of \$5,000 during the Annual Increase Option Period, or at any other time. Evidence of insurability will be required for such increases, except for increases described in the Annual Increase Option Period. The maximum amount of spouse/domestic partner insurance shall not exceed the lesser of \$150,000 or the amount of the employee’s amount of insurance. If the employee takes a partial accelerated benefit reducing his or her insurance, the spouse/domestic partner’s amount of insurance will not be reduced solely because that amount is greater than the employee’s remaining amount.

Children 15 days or older

The employee may elect initial amounts of child insurance of \$2,500 or \$5,000. The employee may elect to increase child coverage in increments of \$2,500 during the Annual Increase Option Period or at any other time. Evidence of insurability will be required for such increases, except for increases described in the Annual Increase Option Period. The maximum amount of child insurance shall not exceed a maximum of \$25,000 or the amount of the employee’s insurance.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

PROGRAM ADMINISTRATOR RIGHT TO END SPOUSE/DOMESTIC PARTNER COVERAGE WHEN DUPLICATE COVERAGE IS DISCOVERED

If you and your spouse/domestic partner are both eligible employees and erroneously enroll with duplicate coverage, upon discovery, the spouse/domestic partner coverage shall terminate for both of you, leaving employee coverage in force for both of you.

Child coverage, if selected by both of you, shall remain with the parent whose birthday falls earlier in the calendar year.

AGE REQUIREMENTS:	Children are eligible if they are 15 days old or older and will remain so until the last day of the calendar year in which they attain the age of 25.
CONTRIBUTORY/NONCONTRIBUTORY:	Dependents insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	<p>Guaranteed issue is the 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:</p> <p>For all employees, the guaranteed issue amount is as follows:</p> <p style="padding-left: 40px;">For spouse/domestic partner insurance: initial amounts of insurance up to \$10,000; during the Annual Increase Option Period, increases in amounts of insurance up to \$10,000 are guaranteed issue. All other increases are subject to satisfactory evidence of insurability.</p> <p style="padding-left: 40px;">For child insurance: initial amounts up to \$5,000; during the Annual Increase Option Period, increases in amounts of insurance up to \$2,500 are guaranteed issue. All other increases are subject to satisfactory evidence of insurability.</p>
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:	Applies to all insurance under the group policy.
WAIVER OF PREMIUM APPLICATION:	Applies to contributory employee insurance.
ANNUAL INCREASE OPTION PERIOD:	<p>The Annual Increase Option Period will take place each year during the insurance enrollment period, determined by the University of Wisconsin. In order to increase coverage during Annual Increase Option Periods, an employee or his or her spouse/domestic partner and dependent children must have coverage in force when the Annual Increase Option Period begins. During this period the employee may increase his or her coverage and the coverage of his or her spouse/domestic partner and/or the coverage of his or her dependent child(ren) without evidence of insurability. The employee may increase his or her amount of insurance by \$5,000, \$10,000, \$15,000 or \$20,000. The employee may increase his or her spouse/domestic partner's insurance by \$5,000 or \$10,000. The employee may increase his or her child(ren)'s insurance by \$2,500. These increases shall be effective on January 1 following the applicable enrollment period.</p> <p>An employee is not eligible to increase insurance amounts during the Annual Increase Option Period while premiums are being waived under the Term Life Waiver of Premium Policy Rider or if the employee has taken an accelerated death benefit.</p>

FAMILY STATUS CHANGE:

An employee may add spouse insurance within 30 days after marriage, without providing evidence of insurability. An employee may add domestic partner insurance within 30 days from the date the insured employee and domestic partner first establish a domestic partnership for employee benefit purposes.

An employee may add child insurance within 30 days after gaining a child as a dependent for the first time (his or her first child is born or a child is placed with the employee for adoption, or a child is added due to a new marriage or domestic partnership agreement), without providing evidence of insurability.

SUPPLEMENT(S) TO THE CERTIFICATE

Dependents Term Life

Waiver of Premium

Accelerated Benefits

Definitions

age

Age shall be your attained age as of January 1st 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.

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. The term employee does not include temporary employees nor corporate directors who are not otherwise employees.

employer

The University of Wisconsin System or other University of Wisconsin affiliates who are participating under the group policy.

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 named on the specifications page attached to 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) have satisfied the waiting period as shown on the specifications page attached to this certificate.

When two employees are both plan participants, are married to each other or are domestic partners and have spouse or domestic partner coverage, the following applies:

- (1) If one of you lose eligibility due to retirement or termination of eligible employment, the remaining employee, who was previously insured as the spouse or domestic partner, may elect to transfer coverage, without evidence of insurability, to employee coverage. The employee losing eligibility can be covered as a spouse/domestic partner. Any in force child coverage shall automatically transfer to the remaining insured employee.
- (2) If your relationship ends due to divorce or dissolution of the domestic partnership, the employee who was insured as the spouse or domestic partner may elect to transfer that coverage, without evidence of insurability, to employee coverage.

Dependent children may only be covered under one parent's coverage.

In the event the employee with child coverage in force later terminates his or her eligible appointment, the remaining employee-parent may continue child coverage.

- (3) If one of you die, the remaining employee, who was previously insured as the spouse or domestic partner may elect to transfer coverage, without evidence of insurability, to employee coverage. Any in force child coverage shall automatically transfer to the remaining insured employee. .

The maximum that can be transferred to spouse/domestic partner coverage is the lesser of the amount of insurance the insured spouse or domestic partner who is insured as an employee, has on his or her life or \$150,000. Any amount that cannot be transferred can be converted to an individual policy. All elections must be made within 31 days of the event and are effective on the first of the month on or after the date the remaining employee's staff benefits office receives the completed application. However, under no circumstances can the amount transferred and/or the amount converted exceed the prior amount of coverage in force.

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.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the amount of insurance is greater than the guaranteed issue amount shown in the specifications page attached to this certificate; 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 cancelled the coverage or failed to make a required premium contribution; or
- (4) during a previous period of eligibility, you failed to submit 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 first of the month coinciding with or following 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. You may continue your insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff. Insurance will be deemed to continue until terminated by discontinuance of premium payments or written request. If you maintain coverage during such leave or layoff, you shall have the same rights to add and increase coverage as does an active employee.

During a leave of absence in which the employee ceases to render services and receive earnings and for which there has been no formal termination of the employer-employee relationship, insurance will continue for the period of time specified according to Wis. Stats. §40.02(40).

Insurance continued during an unpaid leave of absence or temporary layoff may not be continued beyond 36 months

from the last day for which the insured employee was paid, except for military leaves of absence or union leaves, for which insurance may be continued for the duration of the leave.

If an employee resumes employment after completion of an authorized military leave of absence, whereby federal and/or State of Wisconsin law requires no loss of seniority, his or her insurance may be resumed for the same amounts that were in effect on the day prior to the military leave whether or not premiums were paid and insurance was in effect during such leave.

If an employee resumes employment after an absence during which premiums were not paid and no insurance was in effect, he or she may reinstate within 30 days of return to active work, the amount of coverage he or she had prior to taking the absence. If an employee gains a spouse/domestic partner or child for the first time during the period of lapsed coverage, the employee may apply for coverage of any newly acquired dependent within 30 days of returning to active work.

Employees who have a continuing academic year or seasonal appointment shall have the right to prepay premiums over the months during which they are not in pay status. If employees in these employment groups do not prepay either by payroll deduction or personal payment, coverage will lapse. If a lapse of coverage occurs, employees may reinstate the amount of coverage they had prior to coverage lapse within 30 days of return to active employment. When employment is terminated, the Conversion Rights provision will apply.

Continuation of insurance must be in accordance with a plan that precludes 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 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; or
- (2) after 60 days notice, if the policy terms are amended or the total amount of insurance in force changes by 10% 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. All requests must be made in writing.

If you request an increase in the amount of your contributory insurance, we will require evidence of insurability, except as described in the Annual Increase Option Period section of the Certificate Specifications Page. If you request a decrease in the amount of your contributory insurance, we will grant the request.

When will changes in your coverage amount be effective?

Requested increases in the amount of your contributory insurance, if approved, are effective on the first day of the month coinciding with or following 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 our receipt of your request for a decrease.

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.

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 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. 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. A beneficiary of life insurance coverage who intentionally and unlawfully kills the person on whose life the coverage is issued may not receive any benefit from such coverage. The benefits are payable as if the killer has predeceased the decedent.

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

- (1) your spouse or domestic partner, if living, 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 signed, but will not affect any payment we make or action we take before receiving the insured's notice.

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 your employment terminates, provided premium is paid through the month; any pre-paid premiums beyond termination of insurance will be refunded; or
- (2) the end of the month in which an eligible appointment terminates, provided premium is paid through the month; any pre-paid premiums beyond termination of insurance will be refunded; or
- (3) the end of the month in which you cancel your coverage, provided premium is paid through the end of the month; any pre-paid premiums beyond termination of insurance will be refunded; or
- (4) on the date the group policy terminates; or
- (5) on the date your coverage under the group policy terminates for failure to make required premium payments.

Exception: Where it has been determined that your premium was not deducted as a result of employer error, subject to approval by the University of Wisconsin System Program Administrator, your insurance will not terminate.

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 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 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 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.

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.

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. The premium adjustment will be retroactive to the date incorrect coverage amounts took effect.

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.

This provision does not apply to increases in the amount of coverage that occur during an Annual Increase Option Period.

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. This provision does not apply to increases in the amount of coverage that occur during an Annual Increase Option Period.

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

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.

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.

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 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. There is no maximum; your entire death benefit may be accelerated. The minimum death benefit to be eligible for an accelerated benefit under this supplement is \$10,000. However, if the total amount of insurance is less than \$10,000, you may accelerate the total amount of insurance for which you are insured.

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


President

General Information

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

What does this supplement provide?

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

What is total disability?

Total disability is a disability which occurs while your insurance is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation or employment for which you are reasonably suited by education, training, experience or physical/mental ability. Such total disability must be based on medical evidence and certified to be permanent by a licensed physician.

What is permanent disability?

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

What if you recover and again become totally disabled?

For purposes of this supplement, if you recover and return to active work for five consecutive scheduled work days and due to the same accidental injury or illness, again become totally disabled, the two periods of total disability will be considered as one period of total disability and you will not be required to satisfy a new six month waiting period before the waiver of premium resumes. However, premiums will not be waived during any such recovery period.

Do premiums have to be paid after you become disabled?

Yes. Premiums have to be paid after you become disabled, but only until we approve your total and permanent disability claim. Continued payment prevents

the possible loss of your coverage and eligibility if your claim is not approved. If your claim for benefits under this supplement is approved, any premiums paid after the effective date of the disability premium waiver will be refunded up to a maximum of one year's premium.

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) commenced before your 60th birthday; and
- (3) was continuous for six months or more.

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

When must we be notified of your disability or death?

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

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

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

The amount of your insurance continued at any given time shall be the amount of insurance then available under the group policy for an insured of your age and eligible class or, if less, the amount for which you were insured under the group policy when the last premium contribution was

made on your behalf. While premiums are being waived under this supplement, amounts of coverage may not be increased.

How long will insurance be continued without payment of premium?

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

- (1) your 65th birthday*; or
- (2) the date you recover so that you are no longer totally and permanently disabled (you shall be considered recovered if you have returned to work for at least six consecutive scheduled work days); or
- (3) the date you fail to furnish proof of continued disability when requested or you refuse to submit to a required medical examination.

* If the disability premium waiver was in effect prior to May 1, 2003, the waiver and coverage will remain in effect past your 65th birthday as long as you continue to be completely and permanently disabled. On a periodic basis, you may be required to submit proof satisfactory to us that you continue to be totally and permanently disabled.

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

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

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

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

When does this supplement terminate?

This supplement will terminate on the earlier of:

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

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



Secretary



President

General Information

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

What does this supplement provide?

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

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

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

- (1) your spouse or domestic partner* who is not insured for insurance as an employee under the group policy; and
- (2) your or your domestic partner's children, stepchildren, and legally adopted children, who are unmarried, dependent on you for financial support, and who meet the age requirements as shown on the specifications page attached to the certificate.

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

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

*A Domestic Partner is an individual with the whom you are in a domestic partnership for employee benefit purposes that meets all requirements set forth by the employer and have submitted an approved affidavit of domestic partnership and/or a confirmation notice of an approved domestic partnership to the employer.

You and/or your domestic partner must be able to provide proof of the domestic partnership to us upon request.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the amount of insurance is greater than the guaranteed issue amount shown in the

specifications page attached to your certificate; 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 cancelled the coverage or failed to make a required premium contribution; or
- (4) during a previous period of eligibility, you failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this supplement.

When does insurance on a dependent become effective?

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

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

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. In the event of the simultaneous death of you and an insured spouse/domestic partner or dependent, the benefit shall be paid to your estate.

However, if you predecease an insured spouse/domestic partner or dependent, or intentionally and unlawfully kill an insured spouse/domestic partner or dependent, the benefit shall be paid to the insured spouse/domestic partner's or dependent's 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) in case of divorce, the date of the divorce decree; or
- (3) in the case of a domestic partnership, the date in which an Affidavit of Termination of Domestic Partnership is approved or on the date in which the domestic partnership no longer satisfies the employer requirements of a domestic partnership; 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 made following your written request that insurance on your eligible dependents be terminated; or
- (6) the date you are no longer covered under the group policy.

You must notify us or the 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. Such premium refund is subject to a maximum of one year's premiums.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request 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 termination or amendment of this supplement, the insurance may be converted to a policy of individual insurance with Minnesota Life.

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

Do any Waiver of Premium, Extended Benefits, or Total and Permanent Disability supplements to your certificate apply to insured dependents?

Any Waiver of Premium, Extended Benefits, or Total and Permanent Disability supplement to your certificate will not apply to dependents covered under this supplement except as provided for herein.

If, due to your disability, your insurance is continued in force without further payment of premiums due to any Waiver of Premium, Extended Benefits, or Total and Permanent Disability 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 you insurance is no longer continued in force due to any such supplement to your certificate.

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



Secretary



President

MINNESOTA LIFE

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GROUP TERM LIFE CERTIFICATE OF INSURANCE