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, 2027

POLICYHOLDER: **State of Tennessee**

POLICY NUMBER: **34294-G**

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.

Renée D. Montz — Secretary

Stephen M. Hilger — President

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GROUP TERM LIFE CERTIFICATE OF INSURANCE

EMPLOYEE CERTIFICATE SPECIFICATIONS PAGE

GENERAL INFORMATION

POLICYHOLDER: State of Tennessee **POLICY NUMBER:** 34294-G

POLICY EFFECTIVE DATE: January 1, 2014. This specification page represents the plan in effect as of January 1, 2027.

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 who meet the following eligibility criteria:

- Any individual employed by the employer, who is regularly scheduled to work not less than 30 hours per week; or
- Any individual who has received a seasonal appointment and who meets the requirements set forth in TCA 8-27-204(a)(3); or
- All other individuals required by applicable state or federal law and individuals during periods that they are covered on the state medical benefit plan during a federally mandated stability period.

NOTE: Individuals in positions classified as temporary appointments or performing services on a contractual basis shall not be considered to be employees unless they otherwise meet the definition of an eligible employee as defined in the last bullet noted above.

WAITING PERIOD: **Active employees regularly scheduled to work 30 hours a week or more:** The period commencing with the employee's date of hire and completion of one full calendar month of employment. *

* For newly hired employees the effective date of coverage will be the first day of the month following the employee's hire date and one full calendar month of employment.

Any person who has received a seasonal appointment and who meets the requirements set forth in TCA 8-27-204(a)(3): The period commencing 24 months from the employee's date of hire and ending on the 1st day of the month following the completion of the 24-month requirement and submission of a completed enrollment form to the Policyholder. **

**For seasonal employees meeting the requirements stated in TCA 8-27-204(a)(3), part-time to full-time employees, and emergency appointment to permanent employment employees; the effective date of coverage will be the first day of the month following gaining eligibility for coverage and submission of a completed enrollment form to the Policyholder.

ENROLLMENT PERIOD: **Initial Eligibility** - Newly Eligible Employees are automatically enrolled by the Policyholder and cannot opt out of the noncontributory (employer-paid) coverage.

Annual Enrollment Period. A period of annual enrollment as determined by the Policyholder's normal practices and procedures.

Mid-Year Enrollment or Change in Amount of Benefit Due to Loss of Eligibility for Other Coverage or Acquisition of New Dependent Event. Without regard to the dates or circumstances on which an individual would otherwise be able to enroll or be enrolled in this Basic Term Life/Basic AD&D Plan, current Employees are permitted to enroll in coverage or in a different amount of benefit coverage under this Basic Term Life/Basic AD&D Plan if the Employee meets one of the conditions stated in Section A or B below. All amounts of benefit are subject to the reduction of coverage available due to reaching ages 65 and over.

A. Loss of Eligibility for Other Coverage.
   1. An Employee, otherwise eligible to enroll in this Basic Term Life/Basic AD&D Plan, may through this Mid-Year Enrollment provision be enrolled or make a change to the amount of benefit enrolled, provided that they:
      a. Are an employee of an associated employer(s) specifically identified to us and on file with the policyholder who declined coverage in the state sponsored Basic Term Life/Basic AD&D Plan when it was previously offered during their initial eligibility period or during a subsequent Annual Enrollment Period and had coverage under any non-state sponsored group basic term life plan at the time the state sponsored Plan was previously offered; or
      b. Are a Central State Government or State Higher Education Employee, and are eligible to choose a different amount of benefit subject to plan maximum and age coverage values; and
      c. Experience a loss of eligibility for the other group basic term life coverage for any reason other than a failure to pay premiums or termination for cause.

   2. If an Employee satisfies all requirements of A.1. above, the Employee is eligible for Mid-Year Enrollment to this Basic Term Life/Basic AD&D Plan or to make a change in the amount of benefit coverage, subject to plan maximums and age coverage restrictions.
   3. All Mid-Year Enrollment requests due to Loss of Eligibility for Other Coverage and required supporting documentation must be submitted to and received by ABC/BA within **sixty (60) calendar days** of the loss of eligibility for other coverage.
   4. The effective date of coverage due to Loss of Eligibility for Other Coverage shall be the first day of the first calendar month after both the loss of eligibility and the date ABC/BA receives the request for the Mid-Year enrollment or change of benefit coverage.
   5. Substantiation of Loss of Coverage. If requesting Mid-Year enrollment or change of amount of benefit based on loss of eligibility for other coverage, the Employee must submit appropriate documentation to substantiate the following:
      a. That the Employee was covered by another group basic term life plan; and
      b. An employee of an associated employer(s) specifically identified to us and on file with the policyholder declined at this time the offer of this state sponsored basic term life Plan; and
      c. That the Employee experienced an event resulting in the Employee's loss of eligibility for coverage under the other group basic term life plan, and
      d. The date of the Employee's loss of eligibility.

B. Acquisition of New Dependent

1. When an Employee acquires a new dependent by marriage, birth, adoption, placement for adoption or legal guardianship order placing a child in the custody of the Employee, an employee of an associated employer(s) specifically identified to us and on file with the policyholder may enroll in this Basic Term Life/Basic AD&D Plan or all enrolled Employees may change the amount of benefit coverage in the Basic Term Life/Basic AD&D Plan, subject to plan maximums and age coverage restrictions, by Mid-Year Enrollment.
2. All enrollment applications based upon the acquisition of a new dependent and required supporting documentation must be submitted to and received by the ABC/BA within **sixty (60) calendar days** of the acquisition date.
3. The effective date of coverage or coverage change for a Mid-Year Enrollment for acquiring a new dependent spouse, child pursuant to an order of guardianship, or new stepchild acquired by marriage shall be prospective only from the first day of the first calendar month after both the acquisition of the new dependent and the date the Policyholder (ABC/BA) receives the request for Mid-Year enrollment.
4. The effective date of coverage for an enrollment or coverage change for acquiring a new child by birth, adoption, placement for adoption, shall be:
   a. The date of the birth, adoption, or placement for adoption, if the request for enrollment or coverage change is received by the Policyholder (ABC/BA) within 30 calendar days of the event; or
   b. The first of the month after the application is received by the Policyholder (ABC/BA), if the application is received within 31 to 60 calendar days of the event.
5. Substantiation of Acquiring a New Dependent. If requesting enrollment or benefit change based on acquiring a new dependent, the Employee must submit appropriate documentation as listed on the enrollment change application to substantiate the following:
   a. The date of birth of a child;
   b. The date of the adoption or the order placing the child in custody for adoption;
   c. The date of guardianship specified by the order granting guardianship; or
   d. The date of marriage

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

Eligible Class	Amount of Basic Life Insurance
All eligible employees	One times annual earnings, rounded to the next higher $1,000 if not already a multiple thereof, subject to a minimum of $50,000 and a maximum of $250,000 (amounts reduced due to employee age according to the Basic Life Age Reductions section noted below).

BASIC LIFE AGE REDUCTIONS:

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

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

Age reductions will based upon the employee's 65th, 70th, and 75th birthdays. For semi-monthly paid employees, the age reductions will be based on the employee's age as of the prior pay period end date and will be effective the first of the next month. For monthly paid employees, the age reductions are based on the employee's age at the end of the prior month and will be effective the first of the next month.

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

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

Basic AD&D Insurance

Eligible Class	**Amount of Basic AD&D Insurance**
All Employees	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

EFFECT OF EMPLOYEE'S RETIREMENT:

All insurance terminates at the end of the month following the month of the employee's retirement, except as provided below.

Central State Government employees:
All insurance terminates at the end of the month of the employee's retirement.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic Life insurance and Basic AD&D insurance is noncontributory for all employees, except as provided below.

For employees of an associated employer(s) specifically identified to us and on file with the policyholder:
Basic Life insurance and Basic AD&D insurance is contributory.

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

Increases and decreases due to a change in salary will be based upon the employee's salary as of September 1 of each year or an alternative date established by the Policyholder with the effective date of the recalculated coverage to be on January 1 of the next calendar year or on an alternative date established by the Policyholder.

Decreases due to a change in age will be:

1. For semi-monthly paid employees, the age reductions will be based on the employee's age as of the prior pay period end date and will be effective the first of the next month.
2. For monthly paid employees, the age reductions are based on the employee's age at the end of the prior month and will be effective the first of the next month.

ADDITIONAL INFORMATION

OPT DOWN OPTION:
Applies to All Employees, except as provided below

An employee who would otherwise be eligible for an amount of basic insurance in excess of $50,000 may elect to decrease his or her amount of basic term life and AD&D insurance to $50,000 in lieu of his or her full amount of basic insurance provided by the schedule of benefits. The employee may opt during an annual enrollment or Mid-Year Enrollment Event to elect his or her full amount of basic insurance provided by the schedule of benefits.

OPT OUT OPTION:
Applies only to employees of an associated employer(s) specifically identified to us and on file with the policyholder

An employee who would otherwise be eligible for an amount of basic employee paid insurance may elect to opt out of basic life and AD&D insurance in lieu of his or her basic insurance provided by the schedule of benefits or the Opt Down Option of $50,000. The employee may opt during an annual enrollment or Mid-Year Event to elect his or her full amount of basic insurance provided by the schedule of benefits or the Opt Down Option of $50,000.

LOSS OF ELIGIBILITY:

Notwithstanding anything in the policy to the contrary, 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, except as provided below.

Central State Government employees:
Notwithstanding anything in the policy to the contrary, an insured employee shall remain covered until the end of the month in which he or she ceases to meet the eligibility requirements.

WAIVER OF PREMIUM APPLICATION:

Applies to employee Basic Life insurance. Does not apply to employee Basic AD&D insurance.

SUPPLEMENT(S) TO THE CERTIFICATE

Accelerated Benefits

Accidental Death and Dismemberment

Waiver of Premium

Definitions

age

Your attained age as of:

(1) For semi-monthly paid employees, the prior pay period end date and will be effective the first of the next month.
(2) For semi-monthly paid employees, the end of the prior month and will be effective the first of the next month.

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.

annual base salary

Your base annual salary is your basic rate of compensation. It does not include overtime pay, longevity, and any other types of additional compensation. Base annual salary will be based upon the employee's salary as of September 1 of each year with the effective date of recalculated coverage to be on January 1 of the next calendar year.

employee

An individual employed by the State or associated employer who:

- Any person employed by the employer, who is regularly scheduled to work at least 30 hours per week; or
- Any person who has received a seasonal appointment and who meets the requirements set forth in TCA 8-27-204(a)(3); or
- All other individuals cited in state statute or approved as an exception by the State Insurance Committee.

NOTE: Individuals in positions classified as temporary appointments or performing services on a contractual basis shall not be considered employees unless they otherwise meet the definition of an eligible employee as defined in the last bullet above.

If you are an eligible employee married to another eligible employee, then you cannot be insured as a spouse under the group policy. You can only obtain coverage as an employee.

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

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. A retired employee is not eligible for insurance under the group policy.

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?

Newly Eligible Employee – Employee Coverage

If enrolled within 30 days of first becoming eligible, coverage will become effective on the first day of the month next following completion of one full calendar month of eligible employment, provided you are actively at work on the date your application is signed and on the date the coverage is to become effective.

If not actively at work on both of the above mentioned dates, coverage will not become effective until the first day of the month following your return to active work.

The actively at work requirements also apply when your amount of coverage is being increased or when you are adding coverage.

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 our 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.

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 by any other method we make 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; or
(3) the date the group policy is amended so you are no longer eligible; or
(4) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
(5) the last day for which premium contributions have been paid following your written request to cease participation under this certificate.

Can your insurance be reinstated after termination?

Yes. When your coverage terminates because you are no longer eligible, and you become eligible again with your previous employer within 30 days 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 from us 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 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 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 $10,000. The maximum death benefit that can be accelerated is 80% of the basic life amount.

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 $5,000. The minimum withdrawal amount is $5,000 and will reduce the scheduled amount of coverage paid to the beneficiary. This is called a partial accelerated benefit.

You may reapply for the payment of the remaining amount of insurance at any time, providing the remaining death benefit is a minimum of $5,000 (if the death benefit is below $5,000, you may not accelerate any amount). However, the total amount of the death benefit for all accelerated benefit payments cannot exceed 80% of the basic term life amount. 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 a partial amount of your death benefit, your life insurance continues for the remaining balance. Full premium will be required on the remaining balance while you are in an active pay status. All other benefits under the certificate and any certificate supplements for you will end. Any 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 and premiums will be reduced accordingly. The remaining amount of insurance under the certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

Termination

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

An insured's Accelerated Benefits coverage terminates on the earliest of:

(1) the date the insured is no longer insured for life insurance under the certificate; or
(2) the date the 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.

Renée D. Montz
Secretary

President

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.

When does insurance under this supplement become effective?

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

Accidental Death and Dismemberment (AD&D) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this supplement means that the insured's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen. The bodily injury must be 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 90 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
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
Hemiplegia	50% of Amount of AD&D Insurance
Sight of One Eye	50% of Amount of AD&D Insurance
One Hand or One Foot	50% 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 means the entire and irrecoverable loss of sight 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, or sight if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of AD&D insurance payable under this supplement for all of an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this supplement, will never exceed the full amount of AD&D insurance shown on the specifications page attached to the group policy.

When will the accidental death and dismemberment benefit be payable?

We will pay the AD&D benefit upon receipt at our home office of written proof satisfactory to us that the insured died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office. The 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.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the AD&D benefits. Additional benefits are paid in addition to any AD&D benefits described in the Accidental Death and Dismemberment section, unless otherwise stated. All provisions of this supplement, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits**.**

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 or suffers a covered dismemberment 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) 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.

Renée D. Montz — Secretary

Stephen M. Hilger — President

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.

Renée D. Montz — Secretary

President

Notice

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

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

Insurance companies and health maintenance organizations (HMOs) licensed in this state to write life insurance, annuities or health insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this Association is to provide a safety-net of coverage, 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 coverage's, 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, HMO contract, or 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 outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by 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).

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 or 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
PO Box 190434
Nashville, TN 37219
Website: www.tnlifega.org

Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243

Tennessee Notice

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

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

GROUP TERM LIFE CERTIFICATE OF INSURANCE