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

Voluntary Group Term Life Insurance Plan

Effective January 1, 2027

Read Your Certificate Carefully

You are insured under group policy 34175-G. 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

Group Term Life Certificate Specifications Page

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

GENERAL INFORMATION

Policyholder: State of Tennessee
Sponsor: State of Tennessee

Group Policy Number: 034175-00000

Original Certificate Effective Date: 01-01-2018
Certificate Revision Date: 01-01-2027
Certificate Anniversary Date: 01-01-2019

John Doe
123 Main Street
Anytown, USA 11111

INSURED: John Doe
OWNER: Jane Doe

This certificate specifications page (and attached certificate if applicable), replaces any and all specifications pages and/or certificates previously issued to you under the group policy. Any increase in insurance that requires evidence of insurability will be subject to the incontestability provision of the group policy.

INSURANCE INFORMATION

**Contract Holder-Paid Amount of Insurance:	$ 80,000	
Contract Holder Premium: (Includes Administration Charge and cost of Certificate Supplements, if any)	$ 14.60	Monthly
Administration Charge	None	
Certificate Identification Number:	123456000000	

SCHEDULE OF ADDITIONAL BENEFITS (as provided by attached certificate supplements)

Description	Benefit Amount	Premium Payable*
Child Term Life Supplement	$10,000	$ 0.60
Waiver of Premium Supplement	0	0.00
Accelerated Death Benefit Supplement	0	0.00

*The cost for additional benefits is reflected in the premium stated in the Insurance Information section above.
**Indicates a change was made.

SAMPLE

Definitions

actively at work

The active full-time performance of all the customary duties of the employee's occupation at the employer's usual place of business or places that the employer's normal course of business requires. This requirement will be waived for employees who are within their eligibility period and are insured while performing job related duties and approved by the Division of Claims Administration. You will be considered actively at work on your last scheduled working day.

annual base salary

Your Annual Base Salary is your basic rate of compensation. It does not include overtime pay, longevity, and any other types of additional compensation. Annual Base Salary will be based upon the employee's salary as of September 1 of each year.

application

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

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.

attained age

The insured's age as of his or her last birthday as determined on the policy anniversary date.

eligible employee

An individual employed by the State or associated employer who:

(1) Any individual employed by the employer who is regularly scheduled to work at least 30 hours per week; or
(2) Any individual who has received a seasonal appointment and who meets the requirements set forth in TCA 8-27-204(a)(3); or
(3) All other individuals required by 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 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.

eligible spouse

The employee's legally married spouse who is not eligible under the certificate as an eligible employee. An employee may enroll his or her spouse for spouse life insurance even if the employee is not enrolled in employee life insurance.

employer, policyholder

The Policyholder is The State of Tennessee. The employer is the Policyholder or any designated associated employer.

evidence of insurability

Evidence satisfactory to us of the good health of the prospective insured and any other underwriting information we require.

guaranteed issue amount

The amount of insurance that can be obtained without providing evidence of insurability when enrollment is made during initial eligibility.

insured

An employee or spouse covered for insurance under this certificate as shown on the specifications page.

owner, contract holder

The person who may exercise all rights under this certificate. The owner will be the employee who applied for the coverage, unless assigned otherwise.

we, our, us

Minnesota Life Insurance Company.

you, your

An employee insured for employee and/or spouse coverage.

General Information

What is your agreement with us?

You are insured under group policy 34175-G. 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.

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.

Plan Summary

What amounts of insurance are available for coverage on an employee?

You may elect any amount, in an increment of $5,000, up to a maximum of the lesser of seven times your Annual Base Salary, or $500,000.

The guaranteed issue amount is five times your Annual Base Salary to a maximum of $500,000.

Annual Base Salary will be rounded to the next higher $5,000 after being multiplied by the applicable multiplier, unless already an increment of $5,000.

What amount of insurance are available for coverage on a spouse?

The amount available on a spouse is based on the age of the spouse when application is made, as follows:

Less than age 55: You can enroll for $5,000; $10,000; $15,000; $20,000; $25,000; or $30,000.

Age 55 or older: You can enroll for $5,000; $10,000: or $15,000.

The guaranteed issue amount is $5,000.

Enrollment

When can you elect or make changes to your insurance?

You must enroll for coverage within 30 days of when you first become eligible in order to be insured under the group policy.

After that period, you can only enroll for coverage or make changes other than termination of coverage during your employer's annual enrollment period or due to a Mid-Year Enrollment Event in the manner described in this certificate.

Annual enrollment period is, with respect to a plan year (the 12 month period beginning January 1 and ending December 31), the period designated by Benefits Administration (BA), a division of the Tennessee Department of Finance and Administration which performs administrative functions for the State of Tennessee Insurance Committee and this group term plan, in the year preceding the plan year during which eligible employees may make elections or cancel coverage, if permissible, for the upcoming plan year.

Elections will be effective on the first day of the following plan year (January 1) and remain in effect for the entire plan year (calendar year) unless there is a permissible Mid-Year enrollment or termination event.

If no new elections are received by BA during annual enrollment, the coverage in effect immediately prior to annual enrollment is deemed to be elected for the upcoming Plan Year.

New elections and increases made during the Policyholder's designated Annual Enrollment Period will be effective on the later of the following January 1 or the date any required evidence of insurability is approved by Us. All increases are subject to the Actively At Work and spouse normal activities requirements described above.

When will we require evidence of insurability?

Evidence of insurability will be required of an employee or a spouse if:

(1) the insurance amount requested exceeds the guaranteed issue amount; or
(2) you first apply for coverage on you or your spouse more than 30 days after first becoming eligible for it; or
(3) you apply for or request an increase in employee coverage due to a Mid-Year Enrollment Event; or
(4) you request an increase in your spouse coverage; or
(5) you request to increase your employee insurance amount by more than $5,000 at annual enrollment (the amount above $5,000 will require evidence of insurability); or
(6) for spouse amount of $5,000, if the spouse was hospitalized, advised to seek medical treatment, or received disability benefits during the six months immediately prior to the date of Application.

When does insurance become effective?

Newly Eligible Employee – Employee Coverage

If enrolled within 30 days of first becoming eligible, coverage not exceeding the guaranteed issue amount will become effective on the first day of the month next following completion of three full calendar months 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, provided it is within 180 days of when coverage would have

otherwise become effective. If you do not return to active employment within 180 days, you must wait until the next annual enrollment period or Mid-year Enrollment Event to reapply for coverage.

Coverage applied for in excess of the guaranteed issue amount is subject to the same actively at work requirement described above, and in addition, will not become effective until the required evidence of insurability is approved by Us.

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

Newly Eligible Employee – Spouse Coverage

If enrolled within 30 days of you first becoming an eligible employee, coverage will be effective on the first day of the month next following completion of three full calendar months of eligible employment, unless:

(1) you are not actively at work on such date; or
(2) your spouse is unable to engage in normal activities because he or she is
    (a) medically confined on the date the insurance would otherwise take effect; or
    (b) regularly treated by a home health care agency under a plan of treatment established and approved by a physician; or
    (c) receiving or entitled to receive disability or sick pay income from any source.

If either of the above apply, coverage will not become effective until you are actively at work and your spouse resumes his or her normal activities; provided both requirements are met within 180 days of when coverage would have otherwise become effective. If not met within 180 days, you must wait until the next annual enrollment period, or a Mid-Year Enrollment Event.

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

Newly Eligible Spouse Due to Marriage

If after becoming an eligible employee you are married, you have 60 days from the date of marriage to enroll your newly eligible spouse. Coverage will become effective on the first of the month following the date we approve the evidence of insurability if required unless:

(1) you are not actively at work on such date; or
(2) your spouse is unable to engage in normal activities because he or she is
    (a) medically confined on the date the insurance would otherwise take effect; or
    (b) regularly treated by a home health care agency under a plan of treatment established and approved by a physician; or
    (c) receiving or entitled to receive disability or sick pay income from any source.

If either of the above apply, coverage will not become effective until you are actively at work and your spouse resumes his or her normal activities; provided both requirements are met within 180 days of when coverage would have otherwise become effective. If not met within 180 days, you must wait until the next annual enrollment period, or a Mid-Year Enrollment Event.

Annual Enrollment Period

New elections and increases made during the designated Annual Enrollment Period will be effective on the later of the following January 1 or the date any required evidence of insurability is approved by Us. All increases are subject to the Actively At Work and spouse normal activities requirements described above.

Mid-Year Enrollment Events

Mid-Year Enrollment changes, other than termination of coverage are permitted only when a member loses eligibility for other life insurance coverage or acquires a new dependent mid-year. Without regard to the dates or circumstances on which an individual would otherwise be able to enroll in this Voluntary Term Life Insurance Plan (Plan).

Current eligible employees and eligible spouses as defined in this certificate, are permitted to apply for enrollment in coverage under this Plan if one of the events stated in section A or B below occurs:

A. Loss of Eligibility for Other Coverage.

1. An Employee or Eligible Spouse, otherwise eligible to enroll in this Plan, may be enrolled provided that they:
    a. Declined coverage in this Plan when it was previously offered during a subsequent annual enrollment period;
    b. Had coverage under any non-state sponsored group term life insurance plan at the time the state sponsored Plan was previously offered; and
    c. Experience a loss of eligibility for the other term life insurance coverage for reasons including the following (but not for a failure to pay premiums or termination for cause):
        i. Death;
        ii. Divorce;
        iii. Legal separation;
        iv. Cessation of dependent status;
        v. Termination of employment (voluntary and non-voluntary);

vi. Employer's discontinuation of contribution to insurance coverage (total contribution, not partial);
vii. Reduction in number of work hours of employment.

2. If an employee or eligible spouse satisfies all three requirements of A.1. above, the eligible employee or eligible spouse may apply to enroll or change enrollment elections on this Plan.
3. All Mid-Year enrollment requests due to a loss of eligibility for other coverage must be submitted to and received by us **within sixty (60) calendar days** of the loss of eligibility for other coverage.
4. The effective date of coverage for an enrollment due to a loss of eligibility for other coverage shall be the first day of the first calendar month following the loss of eligibility for other coverage, receipt of the enrollment request by us, and any required evidence of insurability is approved by Us. Coverage is subject to the Actively at Work provisions of this certificate.

B. Acquisition of New Dependents.

1. When an eligible employee acquires a new dependent, the eligible employee may apply to enroll or change enrollment elections on this Plan mid-year (Refer to the "When will we require evidence of insurability?" section for guaranteed issue of coverage versus application for coverage with medical evidence of insurability.
2. All enrollment applications based upon the acquisition of a new dependent must be submitted to and received by Us within **sixty (60) calendar days** of the acquisition date.
3. The effective date of coverage for enrollment for employee and/or spouse's enrollment for acquiring a new Eligible Spouse, Eligible Child pursuant to an order of guardianship, custody or a new stepchild acquired by marriage shall be the first day of the first calendar month following the event and receipt of the enrollment request by Us, or the first of the month following the date any required evidence of insurability is approved by Us.
4. The effective date of coverage for an employee and/or spouse's enrollment for acquiring a new child by birth, adoption, placement for adoption, shall be the first of the month following the date of the placement order and receipt of the enrollment request by Us, and the date any required evidence of insurability is approved by Us.

Mid-Year Termination Events

An employee may terminate all coverage at any time and for any reason by submitting a cancellation request to Us. Coverage termination will become effective on the first day of the month following receipt of the cancellation request.

Reinstatement

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 with no lapse in coverage.

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 are to be paid by you to BA on a monthly basis. Premiums for former employees who have elected to continue their coverage under the policy will be paid directly by the former employee to Us. Rates are subject to change as identified in the group policy.

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 an insured 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; and
(3) you have not assigned the ownership of your insurance.

A beneficiary designation must be made in writing or by any other method made available under the Plan. Any beneficiary designation shall take effect as of the date it is signed, 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 the insured's estate.

Loss of Eligibility

What happens when an insured no longer meets the eligibility requirements of this certificate?

If you terminate eligible employment or your spouse no longer is your eligible spouse, the following options will apply: if the insured is younger than age 70, this certificate may be continued under either option (a) or option (b) described below.

(a) Portability

Voluntary life insurance may be continued by paying the premiums on a direct bill basis to Us, subject to the minimum and maximums state below. If this option is elected, the coverage provided by this certificate will automatically terminate on the last day of the year in which the insured attains age 70. A request to convert to an individual policy may be made within 31 days of that date.

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

The minimum amount of insurance that can be continued on an insured's life under this provision is $5,000 for an employee or spouse. There is no minimum for child coverage.

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

The maximum amount of insurance that can be continued under this provision is 50 percent of the amount of insurance in force immediately prior to the insured's loss of eligibility, subject to a maximum of $250,000.

What happens if a certificate holder again becomes eligible under the group policy?

If a certificate holder who is continuing coverage under the portability provision again meets the eligibility requirements of the group policy, not including the terms of these portability provisions, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of the group policy, not including these portability provision, unless and until he or she no longer meets the eligibility requirements of the group policy and again returns to portability status as provided for herein. Any person who is eligible as an employee or dependent under this certificate is not eligible under these portability provisions.

When will Voluntary life insurance coverage continued under the terms of the portability provision terminate?

Voluntary life insurance continued under the Portability provision will terminate on the earliest of the following:

I. the last day of the year in which the insured attains age 70; or
II. the date the insured again meets the eligibility requirements of the certificate, not including the terms of the portability provision; or
III. In the case of a dependent child or spouse, the date ported coverage for an employee is no longer being continued or the date the spouse or child ceases to be eligible as defined under the terms of this certificate; or
IV. 31 days after the due date of any premium contributory which is not made.

Amounts of insurance in excess of the maximums stated above may be converted to an individual policy according to the Conversion Right section of this Certificate.

(b) Conversion

Voluntary life insurance may be converted to an individual policy according to the Conversion Right section of this Certificate.

If the insured is age 70 or older, the certificate may be converted to an individual policy according to the Conversion Right section of this Certificate.

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.

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 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 your insurance terminated under the group policy.

When is conversion not available?

Neither the full conversion right nor the limited conversion right is available if the insured's 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.

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

Termination of Coverage

When does an insured's coverage terminate?

An insured's coverage ends on the earliest of the following:

(1) the date the group policy ends or is amended so the insured is no longer eligible; or
(2) the date this certificate is converted to an individual policy; or
(3) 31 days (the grace period) after the due date of any premium contribution which is not paid; or

(4) the last day for which premium contributions have been paid following your request to cease participation under this certificate; or
(5) the last day of the year the insured attains age 70, if coverage is being continued on a direct pay basis after loss of eligibility.

Additional Information

What if an insured's age has been misstated?

If an insured's age has been misstated, the death benefit payable will be that amount to which the insured is entitled based on his or her correct age. A premium adjustment will be made so that the actual premium required at the correct age is paid.

What is the suicide limitation?

If an insured, whether sane or insane, dies by suicide within two years of the effective date of that insured's insurance, our liability will be limited to an amount equal to the premiums paid.

If there has been an increase in an insured's amount of insurance for which the insured was required to apply or for which we required evidence of insurability, and that insured dies by suicide within two years of the effective date of the increase, our liability with respect to that increase will be limited to the premiums paid and attributable to such increase.

When does your insurance become incontestable?

Except for fraud or the non-payment of premiums, after your insurance has been in force during the insured's lifetime for two years from the effective date of the insured's coverage, we cannot contest the 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 an insured makes in the Application, as defined in this certificate will, in the absence of fraud, be considered representations and not warranties.
Also, any statement an insured makes will not be used to void the insurance, nor defend against a claim, unless the statement is contained in the Application.

Who is the owner of this coverage?

Unless assigned otherwise, 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, assigning any or all ownership rights, or terminating the coverage.

Can your insurance be assigned?

Yes. However, we will not be bound by an assignment of certificate or of any interest in such certificate unless the assignment is made in writing or through any other method made available under the plan and we send the owner an acknowledgement of the assignment.

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.

Can a change in ownership for a certificate be requested?

Yes. A change in ownership is a type of assignment. All provisions for assignments apply to ownership changes.

Is the policyholder required to maintain records?

Yes. The policyholder is required to maintain adequate records of any information necessary for us to administer the policy and shall provide access to such records when required for us to administer the policy.

If 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 voluntary 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. This is called a partial accelerated benefit. (If you choose to accelerate your death benefit and the death benefit is less than $5,000 you may not accelerate any amount.)

You may reapply for the payment of the remaining amount of insurance at any time. However, the total amount of the death benefit for all accelerated benefit payments cannot exceed 80% of the original voluntary insurance amount and any remaining amount of coverage must be a minimum of $5,000. We may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

When will we pay an accelerated benefit?

We will pay an accelerated benefit upon receipt at our home office of written proof satisfactory to us that the insured meets the requirements herein.

The accelerated benefit will be paid in a single sum or by any other method agreeable to you and us.

To whom will we pay accelerated benefits?

We will pay the accelerated benefit to you.

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

If a partial accelerated benefit is chosen, all coverages 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

Child Term Life Insurance
Certificate Supplement

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

General Information

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

What does this supplement provide?

This supplement provides insurance on the lives of the insured's eligible children.

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:

An individual who meets the following eligibility criteria based upon an employee's eligibility is eligible.

A. A child from birth to the last day of the month in which such child turns age 26 who meets at least one of the following criteria without consideration of factors such as financial dependency, marital status, enrollment in school or residency:
   (1) employee's natural (biological) child; or
   (2) employee's adopted child (including) a child placed for adoption in anticipation of adoption); or

B. An employee or spouse's stepchild under the age of 26; or

C. A person under age 26 who is placed with the insured by a valid order of guardianship, custody or conservatorship (or legally equivalent order) by a court of competent jurisdiction ("placement order"), as provided below.

   (1) The insured must provide certificate upon enrollment and upon request that (a) the placement order is in effect and has not expired by subsequent court order or by operation of law, and (b) the insured shall immediately notify us when the placement or order terminates or expires.

   (2) If placement order terminates or expires due to the person attaining the legal age of majority, the person may remain an eligible dependent until age 26 is the insured certificate that the following requirements in (a), (b) and (c) are met:

      (a) The Insured and the person have a relationship as set forth in 26 U.S.C §152(d)(2), which includes the following relationships:
         i. The person is descendant of a son/daughter, stepson/stepdaughter of the insured.
         ii. The person is a brother/sister, half-brother/half-sister, stepbrother/step/sister, son/daughter-in-law, brother/sister-in-law or niece/nephew of the insured; or
         iii. The person has the same principal place of abode as the insured and is a member of the insured's household; and
      (b) The insured provides over one-half of the person's financial support for the calendar year in which the insured's taxable year begins; and
      (c) The person is a U.S. citizen, a U.S. national, or a resident of the U.S., Mexico or Canada.
   (3) Additional documents and certificates may be requested to establish that the person is an eligible dependent.

D. Dependents over the age of 26 years who meet at least one of the criteria in A or B in this section and who are incapacitated (mentally or physically incapable of earning a living regardless of age, provided the dependent is incapable of self-sustaining employment). This provision applies only when the incapacity existed before the dependent's 26th birthday and they were already insured under this plan. The child must meet the requirements for dependent eligibility listed in this section. A request to continue coverage due to incapacity must be provided to the Policyholder prior to the dependent's 26th birthday.

   Annual proof may also be required. Approval is subject to review by us. Coverage will not continue and will not be reinstated once the dependent is no longer incapacitated.

   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. A child is not eligible if in the armed forces on a full-time basis.

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

Plan Summary

What amounts of insurance are available for coverage on your children?

You may elect either $5,000 or $10,000. Those who had an amount of $2,500 prior to the effective date of the group policy may retain that lower amount.

The amount elected will apply to each of your eligible children. For example, if you elect $10,000 each of the insured's eligible children will be insured for $10,000.

An enrolled employee or enrolled spouse's first eligible newborn child is automatically covered for $5,000 for 31 days from the child's live birth.

Enrollment

When can you elect or make changes to your insurance?

To enroll your child, you must enroll them when you initially enroll for coverage or as provided in the Mid-Year Enrollment Event provisions regarding acquisition of new dependent children.

Will we require evidence of insurability?

Evidence of insurability is not required for child life insurance.

When does insurance on a child become effective?

Newly Eligible Employee

If enrolled within 30 days of you first becoming an eligible employee, an eligible child's coverage will be effective on the first day of the month next following completion of three full calendar months of eligible employment, unless:

(1) you are not actively at work on such date; or
(2) the eligible child is unable to engage in normal activities because he or she is:
    (a) medically confined on the date the insurance would otherwise take effect; or
    (b) regularly treated by a home health care agency under a plan of treatment established and approved by a physician; or
    (c) receiving or entitled to receive disability or sick pay income from any source.

If either of the above apply, coverage will not become effective until you are actively at work and the child resumes his or her normal activities, provided both requirements are met within 180 days of when coverage would have otherwise become effective. If not met within 180 days, you must wait until the next annual enrollment period of a Mid-Year Enrollment Event to reapply for coverage.

The Actively At Work requirements also apply when your amount of coverage is being increased or when you are adding coverage.

Newly Eligible Child – No Current Child Life Coverage

If after becoming an enrolled employee or enrolled spouse you acquire a newly eligible child, you have 60 days from the date that child is eligible to enroll for child term life insurance under this certificate supplement. The first eligible newborn child will be automatically covered for the first 31 days from the child's live birth. If you want coverage for the first-born eligible newborn child after the first 31 days, you must apply to add this child term life insurance certificate supplement to the enrolled employee or enrolled spouse's certificate of coverage. The effective date of this child term life insurance certificate supplement will be retroactive to the date of birth for a newborn, or the date of adoption or placement for adoption if the application for coverage is elected within 30 days of the acquisition of the dependent. This child term life insurance certificate supplement will become effective the first of the month after the enrollment request is received by us if coverage is elected within 31 to 60 days of the birth, or date of adoption or placement for adoption. For newly acquired child pursuant to an order of guardianship or new stepchild acquired by marriage shall be the first day of the first calendar month after we receive the request for child insurance, unless:

(1) you are not actively at work on such date; or
(2) the child is unable to engage in normal activities because he or she is:
    (a) medically confined on the date the insurance would otherwise take effect; or
    (b) regularly treated by a home health care agency under a plan of treatment established and approved by a physician; or
    (c) receiving or entitled to receive disability or sick pay income from any source.

If either of the above apply, coverage will not become effective until you are actively at work and the child resumes his or her normal activities; provided both requirements are met within 180 days of when coverage would have otherwise become effective. If not met within 180 days, you must wait until the next annual enrollment period or a Mid-Year Event to reapply for coverage.

Newly Eligible Child – Already Have Child Life Coverage

Once you are covered for child life insurance, any additional eligible children will automatically become covered upon eligibility, subject to the Actively At Work and normal activities requirements stated above. Although enrollment is not necessary, it is recommended that you contact us with the information on the newly eligible child so that our files are up to date.

Death Benefit

What is the amount of life insurance on each insured child?

The amount of life insurance on each insured child is shown on the specifications page attached to your certificate.

To whom will we pay the death benefit?

The death benefit payable under this supplement will be paid to you if living, otherwise to the child's estate.

Loss of Eligibility

What happens when an insured no longer meets the eligibility requirements of the certificate?

If you are continuing your coverage on a direct pay basis according to the Loss of Eligibility section of your certificate, you can also continue your child life insurance according to the provisions of that section.

Conversion Right

What is the conversion right under this supplement?

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

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

Termination

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

An insured child's coverage ends on the earliest of the following:

(1) the date the child no longer meets the eligibility requirements; or
(2) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
(3) the last day for which premium contributions have been made following your written request that insurance on your eligible children be terminated (thirty (30) days advanced notice is required); or
(4) the date the insured is no longer covered under the group policy.

When does this supplement terminate?

This supplement will terminate on the earlier of:

(1) the date the Policyholder requests to terminate this supplement for the entire plan; or
(2) the date the group policy is terminated.

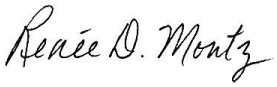
Additional Information

Does the Waiver of Premium supplement to your certificate apply to insured children?

The Waiver of Premium supplement to your certificate will not apply to disabilities for children covered under this supplement.

However, if, due to your disability, your insurance is continued in force without further payment of premiums due to the Waiver of Premium supplement, any child life insurance provided by this supplement shall also continue in force without further payment of premiums until the child's eligibility terminates or until your insurance is no longer continued in force due to the Waiver of Premium supplement.

This provision is not applicable if the child'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

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. Coverage under this supplement will not be included in any insurance issued under the conversion right section of your certificate. This supplement does not apply to children insured under a child term life insurance certificate supplement.

What does this supplement provide?

This supplement provides for waiver of premium if an insured becomes 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 the insured:

(1) for an employee, from engaging in any occupation for which you are reasonably suited by education, training, or experience.
(2) for a spouse, from engaging in the spouse's regular and usual activities, including engaging in any occupation for remuneration or profit.

The insured 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.

Total and irrecoverable loss of the following shall be considered total disability even if the insured engages in an occupation:

(1) the sight of both eyes; or
(2) the use of both hands; or
(3) the use of both feet; or
(4) the use of one hand and one foot.

What is permanent disability?

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

Do premiums have to be paid after the insured becomes disabled?

Yes. Premiums have to be paid after the insured becomes disabled, but only until we approve his or her total and permanent disability claim. Continued payment prevents the possible loss of coverage and eligibility if the claim is not approved.

What if you convert your group life insurance to a policy of individual insurance prior to the approval of a 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?

The insured must furnish evidence satisfactory to us that his or her disability:

(1) commenced while his or her insurance under the certificate was in force; and
(2) meets the definition of total disability; and
(3) commenced before his or her 60th birthday; and
(4) was continuous for nine months or more.

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

If the insured dies within one year of the date of onset of disability, the beneficiary may claim benefits under this supplement even if premium payments were discontinued and the insured had not submitted due proof satisfactory to us of his or her total disability or the insured was continuously disabled for less than nine months. The beneficiary must submit due proof satisfactory to us that the insured's total disability, which began before premium payments on his or her behalf were discontinued and before his or her 60th birthday, continued without interruption until death.

When must we be notified of disability or death?

We must receive written notice at our home office of an insured's 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 an insured died during the period of continuance provided by this supplement. Proof must be furnished that the insured 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 the group policy provides for reductions in amounts of insurance based on age or retirement, such reductions shall apply to your insurance while disabled.

How long will insurance be continued without payment of premium?

Once approved for the waiver of premium, insurance will be continued, without payment of premium, until the earliest of:

(1) the insured's 70th birthday; or
(2) the date the insured recovers so that he or she is no longer totally and permanently disabled; or
(3) the date the insured fails to furnish proof of continued disability when requested or refuses 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 the insured is 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 the insured is 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.

Insurance will end unless, within 31 days of the date benefits under this supplement end, premium payments on the insured's 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 the policyholder requests 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