

Basic Coverage

Read Your Policy Carefully

This policy was issued to the policyholder on the effective date shown on the specifications page attached to this policy. We promise to pay the benefits provided by this policy, subject to its conditions, limitations, and exceptions. We make this promise and issue this policy in consideration of the application for this policy and the payment of the premiums.

Minnesota Life Insurance Company is a subsidiary of Minnesota Mutual Companies, Inc., a mutual insurance holding company. The policyholder is a member of Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

Right to Cancel

It is important to us that you are satisfied with this policy after it is issued. If you are not satisfied with this policy, you may cancel it by delivering or mailing a written notice or sending a telegram to Minnesota Life Insurance Company (Minnesota Life), 400 Robert Street North, St. Paul, Minnesota 55101-2098 and returning the policy before midnight of the 30th day after you received this policy.

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

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the effective date.

Alemiss E. Paulsen

Secretary

Robert L. Souler

President

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GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING

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GENERAL INFORMATION

POLICYHOLDER: Utah Valley University **POLICY NO.:** 33586-G

ASSOCIATED COMPANIES: All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.

POLICY EFFECTIVE DATE: July 1, 2008

POLICY ANNIVERSARY DATE: July 1 of each year beginning July 1, 2009.

PREMIUM DUE DATE(S): The first day of each month.

GROUP: The group is composed of the following employee classifications:

Class 1 Full-time, but not less than 75% hours per week, benefits eligible employees
Class 2 President Emeritus

ENROLLMENT PERIOD: Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.

WAITING PERIOD: If employees enroll within 31 days of their eligibility, and their first day of active work coincides with the first business day of the month, the employees' coverage (and the coverage of their eligible dependents, if such dependents were also enrolled during such 31-day period) becomes effective the first day of the month in which they were actively at work.

If employees enroll within 31 days of their eligibility, and their first day of active work is after the first business day of the month, the employees' coverage (and the coverage of their eligible dependents, if such dependents were also enrolled during such 31-day period) becomes effective the first day of the following month.

MINIMUM HOURS PER WEEK REQUIRED: 75% hours per week.

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

<u>Eligible Class</u>	<u>Amount of Insurance</u>
Classes 1 and 2	\$50,000

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

Basic Insurance

<u>Eligible Class</u>	<u>Amount of Insurance</u>
Classes 1 and 2	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

AGE REDUCTIONS FOR BASIC LIFE INSURANCE (CLASSES 1 AND 2):

The amount of basic life insurance on an employee age 65 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

<u>Age of Employee</u>	<u>Amount of Insurance</u>
65	78%
66	72%
67	66%
68	60%
69	55%
70	50%
71	46%
72	43%
73	40%
74	37%
75 and over	34%

Age reductions will apply the July 1 following an insured employee's birthday each year as shown in the schedule above.

AGE REDUCTIONS FOR BASIC AD&D INSURANCE (CLASSES 1 AND 2):

At age 70, the amount of basic AD&D insurance will reduce to 50% of the amount otherwise provided by the plan of insurance applicable to such employee.

This age reduction will apply the July 1 following an insured employee's 70th birthday.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic employee insurance is noncontributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the first eligible enrollment period. All basic insurance is guaranteed issue.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS:

Not Applicable

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE – Basic Coverage Only:

Applies only to Employees of Class 1

<u>Eligible Class</u>	<u>Amount of Life Insurance</u>
Spouses	\$5,000
Children	\$5,000

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

AGE REQUIREMENTS:

Unmarried children are eligible from live birth up to the attainment of age 26.

**SPOUSE AGE REDUCTIONS
(CLASS 1 ONLY):**

The amount of basic life insurance on an insured spouse age 65 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such spouse in accordance with the following table:

<u>Age of Spouse*</u>	<u>Amount of Insurance</u>
65 – 69	65%
70 – 74	50%
75 – 79	25%
80 and over	The lesser of 25% or \$5,000

Age reductions will apply the July 1 following an insured spouse's 65th, 70th, 75th and 80th birthdays.

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability. Basic dependent coverage is guaranteed issue for dependent spouses, as long as employees elect coverage within the first eligible enrollment period. Basic coverage for dependent children is guaranteed issue anytime the employee enrolls for coverage.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

EFFECT OF EMPLOYEE'S RETIREMENT:

All dependents insurance terminates upon the employee's retirement.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Does not apply to basic life coverage under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

OPT-OUT OPTION:

An employee may elect to decline the employee and dependent basic coverage. Should an employee make this election and, at a later date during an annual enrollment period or as a result of a Qualified Status Change, choose to become insured for employee and dependent coverage, evidence of insurability will be required for the employee and dependent spouse. Dependent children will not be required to provide evidence of insurability. Such insurance will be effective if and when we determine the evidence of insurability to be satisfactory.

WAIVER OF PREMIUM APPLICATION:

Applies to noncontributory employee insurance.

TERMINATION OF COVERAGE:

Coverage and benefits terminate based on the Policyholder's pay cycle as follows:

Coverage Terminates

Insurance Benefits Stop

Between the 1st and 15th of the month

15th of the month

Between the 16th and last day of the month

Last day of the month

POLICY TERMINATION:

Notwithstanding anything in the policy to the contrary, we reserve the right to terminate this policy on any subsequent policy anniversary after the date the number of employees insured is less than two. All other references to policy termination will remain as stated herein.

RIDER(S) TO THE GROUP POLICY

Accelerated Benefits	Applies to both classes
Accidental Death and Dismemberment	Applies to both classes
Dependents Term Life	Applies to Class 1
Portability	Applies to Class 1
Waiver of Premium	Applies to Class 1

Definitions

age

Attained age as of most recent birthday.

associated company

Any company which is a subsidiary or affiliate of the policyholder which is designated by the policyholder and agreed to by us to participate under this policy.

certificate effective date

The date the insured's coverage under this policy becomes effective.

certificate holder

An employee who is eligible for and becomes insured according to the terms of this policy.

contributory insurance

Insurance for which an employee is required to make premium contributions.

earnings

An employee's basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation.

employee

An individual who is employed by the policyholder or by an associated company. A sole proprietor will be considered the employee of the proprietorship. A partner in a partnership will be considered an employee so long as the partner's principal work is the conduct of the partnership's business. The term employee does not include temporary employees nor corporate directors who are not otherwise employees.

employer

The policyholder or any designated associated companies.

evidence of insurability

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

insured

A person who is eligible for and becomes insured according to the terms of this policy.

non-work day

A day on which the employee is 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 an employee is not required to make premium contributions.

policy anniversary

The policy anniversary date shown on the specifications page attached to this policy.

policy effective date

The date this policy was issued as shown on the specifications page attached to this policy.

policyholder

The owner of the group policy as shown on the specifications page attached to the group policy.

specifications page

The outline which summarizes 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 policy. The waiting period is shown on the specifications page attached to this policy.

we, our, us

Minnesota Life Insurance Company.

you, your

The policyholder named on the specifications page attached to this policy.

General Information

What is your agreement with us?

This policy and your application contain the entire contract between you and us. Any statements you make will be considered representations and not warranties. Also, any statement that you make will not be used to void this policy, nor will it be used in our defense if we refuse to pay a claim, unless the statement is contained in your application.

No change or waiver of any provisions of this policy, or any certificate issued under it, will be valid unless made in writing by us and signed by our president, a vice-president, our secretary, or an assistant secretary. No agent or other person has the authority to change or waive

any provisions of this policy, or of any certificate issued under it.

Are employees of associated companies eligible for insurance under this policy?

Yes. Employees of associated companies may be eligible for insurance under this policy. Associated companies are shown on the specifications page attached to this policy. You represent any associated company in all transactions pertaining to this policy. Your acts or omissions and every notice given by us to you shall be binding on every associated company.

When an associated company ceases its participation under the policy, the policy shall be considered to be terminated for all employees of the associated company. All provisions related to the policy terminating will apply to such employees.

Can this policy be amended?

Yes. The insured's consent is not required to amend this policy or any certificates issued under it. Any amendment will be without prejudice to any claim for benefits incurred prior to the effective date of the amendment.

Who is eligible for insurance?

An employee is eligible if he or she:

- (1) is a member of the group and of an eligible class as shown on the specifications page attached to this policy; and
- (2) works for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this policy; and
- (3) has satisfied the waiting period as shown on the specifications page attached to this policy; and
- (4) meets the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

Are retired employees eligible for insurance?

If the policyholder's plan of insurance, as reflected in the specifications page attached to this policy, does not specifically provide insurance for retired employees, a retired employee shall not be eligible to become insured, nor have his or her insurance continued. If the policyholder's plan of insurance specifically provides insurance for retired employees, the minimum hours per week and actively at work requirements will not apply to such persons.

What is the actively at work requirement?

To be eligible to become insured or to receive an increase in the amount of insurance, an employee must be actively at work performing his or her customary duties at the

employer's normal place of business, or at other places the employer's business requires him or her to travel.

If the employee is not actively at work on the date coverage would otherwise begin, or on the date an increase in his or her amount of insurance would otherwise be effective, he or she will not be eligible for the coverage or increase until he or she returns to active work. However, if the absence is on a non-work day, coverage will not be delayed provided the employee was actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this policy, an employee is eligible to continue to be insured only while he or she remains actively at work.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to this policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll within the enrollment period shown on the specifications page attached to this policy; or
- (3) the insurance is noncontributory and the employee does not become insured, due to nonpayment of premium, within the three-month period beginning on the date he or she is first eligible for coverage. This will not apply if it is shown that it was due to a clerical error only, in which case premiums will be due retroactive to the date the employee was first eligible for coverage; or
- (4) the insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (5) during a previous period of eligibility, the employee failed to submit required evidence of insurability or that which was submitted was not satisfactory to us; or
- (6) the employee is insured by an individual policy issued under the terms of the conversion right section.

When does insurance become effective?

Unless the specifications page attached to this policy states otherwise, insurance becomes effective on the date that all of the following conditions have been met:

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

Can an insured employee's coverage be continued during sickness, injury, leave of absence or temporary layoff?

Yes. Insurance may be continued on an insured employee who is not actively at work due to sickness, injury, leave of absence or temporary layoff, subject to the employer's practices and procedures, including the employer's limits on the length of continuation allowed for the type of absence. Continuation is subject to the following maximum time frames:

- (1) For an employee on an approved leave of absence, which would include non-paid, non-medical, military and sabbatical leaves, insurance cannot be continued beyond 24 months, subject to the employer's practices and procedures.
- (2) For an employee on an approved FMLA leave of absence, insurance cannot be continued beyond 12 weeks.
- (3) For an employee on a strike or other job action, insurance cannot be continued beyond six months.

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

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

Premiums

When and how often are premiums due?

Unless we have agreed to some other premium payment procedure, premiums for this policy are remitted to us monthly. Premiums are due on the premium due date as shown on the specifications page attached to this policy. We apply premiums consecutively to keep the insurance in force.

You may pay premiums before they are due for any period up to the next policy anniversary. Premiums paid in advance should be calculated at the rate of the monthly premium currently due.

Premium contributions for contributory insurance are to be paid to you. The premium contributions by insureds for contributory insurance should be remitted to us as due along with the premiums payable for noncontributory insurance.

How is the premium determined?

The premium will be the premium rate multiplied by the number of \$1,000 units of insurance in force on the date premiums are due. The premium may also be computed by any other method on which you and we agree.

We may change the premium rate with 180 days advance notice:

- (1) on the policy anniversary date following any rate guarantee period; or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% or more.

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

Yes. This 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 this policy will remain in effect during the 31-day grace period. This grace period does not apply to the first premium payment.

Can the premium be adjusted?

Yes. We will adjust the premium on each due date for insurance which was effective or terminated before the most recent due date, but not reflected in prior premium payments. We will charge you for any additional premium, and will refund any overpayment, excluding any overpayment made more than 12 months before the adjustment.

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 group policy.

Can an insured request a change in the amount of his or her contributory insurance?

An insured can request a change in his or her contributory insurance amount only during an annual open enrollment period, as determined by the employer, or within 31 days of a Qualified Status Change. Qualified Status Change shall be as determined by the employer.

If an insured requests an increase in the amount of his or her contributory insurance, we will require evidence of insurability, unless otherwise noted on the specifications page.

When will changes in an insured's coverage amount be effective?

Requests for a change made during an annual enrollment period or as a result of a qualified family status change will become effective on the date the request is made, or, if evidence of insurability is required, the date the evidence of insurability is approved by us.

Requests for changes made during an annual enrollment period offered by the employer will not become effective prior to the general effective date of the elections made during that enrollment.

Increases and decreases in insurance amounts which result from a change in the insured's eligible class or earnings will be effective as shown on the specifications page attached to this policy.

All increases in the amount of insurance are subject to the actively at work requirement.

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 individual died while insured under this policy. All payments by us are payable from our home office.

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

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

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by an insured to receive the death benefit to be paid at the insured's death. The insured may name one or more beneficiaries. The insured cannot name you or an associated company as a beneficiary.

The insured may also choose to name a beneficiary that the insured 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 the insured has requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of the insured's death. In the event a beneficiary is not living on the date of the insured's 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 the insured and a beneficiary, the death benefit will be paid as if the insured survived the beneficiary.

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

- (1) the insured's lawful spouse, if living, otherwise;
- (2) the insured's natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) the insured's parents in equal shares, if living, otherwise;
- (4) the insured's siblings in equal shares, if living; otherwise
- (5) the personal representative of the insured's estate.

Can an insured add or change beneficiaries?

Yes. An insured can add or change beneficiaries if all of the following are true:

- (1) the insured's coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) the insured has not assigned the ownership of his or her insurance.

A request to add or change a beneficiary must be made in writing. All requests are subject to our approval. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving an insured's notice.

Termination

When does an insured's coverage terminate?

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

- (1) the date this policy ends; or
- (2) the date the employee no longer meets the eligibility requirements; or
- (3) the date the policy is amended so the employee is 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 an employee's written request to cease participation under this policy.

If the insured's coverage under this policy terminates due to non-payment of premiums, his or her coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during the insured's lifetime.

Can insurance on the life of an insured be reinstated after termination?

Yes. When an insured's coverage terminates because he or she is no longer eligible, and the insured becomes eligible again within two years after the date his or her coverage terminated, the insured's coverage under this policy may be reinstated.

Provided the insured is not then covered by an individual policy issued under the terms of the conversion right section, his or her coverage under this group policy shall be reinstated automatically, without evidence of insurability or satisfaction of any waiting period. The amount of insurance will be that which applies to the classification to which he or she then belongs, on the date he or she again becomes eligible. If the policyholder's plan of insurance provides for contributory insurance under this policy, an insured's amount of contributory insurance will be limited to that for which he or she was insured immediately prior to the loss of coverage.

When does this group policy terminate?

You may terminate this group policy by giving us 31 days prior written notice. We reserve the right to terminate this policy on the earliest of the following to occur:

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) on any subsequent policy anniversary after the date the number of employees insured is less than any minimum established by us or as required by applicable state law; or
- (3) 180 days after we provide you with notice of our intent to terminate this policy.

Can this policy be reinstated?

No. We will not reinstate this policy after it terminates. You must submit a new application for a new policy after this policy has terminated.

Conversion Right

What is the conversion right?

An insured can convert this insurance to a new individual life insurance policy if all or part of the insured's life insurance under this policy terminates.

The insured may convert up to the full amount of terminated insurance if termination occurs because he or she moves from one existing eligible class to another, or he or she 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 policy is terminated; or
- (2) the policy is changed to reduce or terminate the insurance for that individual.

The insured may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

- (a) \$10,000; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which 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 this policy.

Neither the conversion right nor the limited conversion right is available if the insured's coverage under this policy terminates due to failure to make, when due, required premium contributions.

Under both the conversion right and the limited conversion right, the insured may convert his or her insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability benefits, accidental death and dismemberment benefits, or accelerated benefits.

How does an insured convert his or her insurance?

An insured converts his or her insurance by applying for an individual policy and paying the first premium within 31 days after the group insurance terminates. No evidence of insurability will be required.

How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, 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 this 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 the insured would have been eligible to convert under the terms of the conversion right section.

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

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 to the premium you pay for the insured's noncontributory insurance and to the premium an insured pays for contributory insurance, if any, so that the actual premium required at the insured's correct age is paid.

Is there a suicide exclusion?

The specifications page attached to this policy indicates what insurance, if any, is subject to the suicide exclusion outlined below.

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid for an insured, if that insured, whether sane or insane, dies by suicide within two years of the effective date of his or her insurance.

If there has been an increase in the insured's amount of insurance for which he or she was required to apply or for which we required evidence of insurability, and if the 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 an insured's insurance become incontestable?

Except for the non-payment of premiums, after the insured's insurance has been in force during his or her lifetime for two years from the effective date of his or her coverage, we cannot contest the insured's coverage. However, if there has been an increase in the amount of insurance for which the insured was 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 the insured makes in his or her application will be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, nor defend against a claim, unless the statement is contained in the application and any evidence of insurability application attached to the insured's certificate.

Can an insured's insurance be assigned?

Yes. However, we will not be bound by an assignment of the certificate or of any interest in it unless it is made as a written instrument, the insured files the original instrument or a certified copy with us at our home office, and we send the insured an acknowledged copy.

We are not responsible for the validity of any assignment. An insured is responsible for ensuring that the assignment is legal in his or her state and that it accomplishes his or her intended goals. If a claim is based on an assignment, we may require proof of interest of the claimant. A valid assignment will take precedence over any claim of a beneficiary.

Are you required to maintain records?

Yes. You are required to maintain adequate records of any information necessary for us to administer this policy. We own the records relating to the insurance provided by this policy, and can obtain them from you at any reasonable time.

If a clerical error is made in keeping records on the insurance under this policy, it will not affect otherwise valid insurance. A clerical error does not continue insurance which is otherwise stopped. If an error causes a change in premium payment, we will make a fair adjustment.

Will a certificate of insurance be provided for each certificate holder?

Yes. We will provide you with a certificate of insurance for delivery to each certificate holder. The certificate will include information regarding the principal provisions of his or her coverage.

Will this policy receive experience credits?

Each year we will determine if this policy will receive an experience credit.

Are you our agent?

No. For all purposes of this policy, neither you, an associated company, nor any administrator you appoint is our agent. We will not be liable for any of your acts or omissions or those of an associated company or administrator.

Will the provisions of this policy conform with state law?

Yes. If any provision in this policy, or in the certificates issued under this policy, is in conflict with the laws of the state governing the policy or the certificates, the provision will be deemed to be amended to conform to such laws.

Receipt of accelerated benefit payments may adversely affect the recipient's eligibility for Medicaid or other government benefits or entitlements. In addition, benefits received under this Accelerated Benefits Policy Rider may be taxable. Certificate holders should seek assistance from a personal tax advisor prior to requesting an accelerated payment of death benefits.

General Information

This rider amends the group policy to which it is attached and is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under the group policy. If the insured has a terminal condition as defined in this rider, an accelerated payment of the death benefit may be requested.

Definitions

accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this rider.

death benefit

The amount of the insured's life insurance as shown on the specifications page attached to the certificate holder's certificate.

immediate family

The certificate holder's spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

insured

For purposes of this rider, an insured employee, an insured spouse, or an insured dependent child.

physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include the certificate holder, or a member of the certificate holder's immediate family.

Terminal Condition

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that the insured's life expectancy, because of sickness or accident, is twelve months or less. That evidence must include certification by a physician.

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured's medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

Payment of Accelerated Benefit

How do we calculate the accelerated benefit?

We will multiply the death benefit by the accelerated benefit factor to determine the accelerated benefit available.

How do we calculate the accelerated benefit factor?

The accelerated benefit factor will be stated as a percentage of the insured's death benefit. When we calculate this factor, we will consider the insured's age and gender.

We will also base our calculation on certain assumptions, which we may change from time to time, including but not limited to assumptions about:

- (1) expected future premiums; and
- (2) the insured's life expectancy.

What are the conditions for the payment of an accelerated benefit?

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

- (1) coverage must be in force and all premiums due must be fully paid; and

- (2) application must be made in writing and in a form which is satisfactory to us. We will tell a certificate holder what form is required; and
- (3) the certificate holder must be the sole owner of the certificate; and
- (4) we receive a signed authorization to pay an accelerated benefit from all assignees and irrevocable beneficiaries.

Who may request an accelerated payment of the death benefit?

A certificate holder may request an accelerated payment of the insurance on his or her life or on the life of a spouse or dependent child insured under his or her certificate.

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this rider is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this rider if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

Is there a minimum or maximum death benefit eligible for an accelerated benefit?

Yes. The minimum death benefit to be eligible for an accelerated benefit under this rider is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is \$1,000,000.

Does a certificate holder have to take the entire accelerated benefit?

No. The certificate holder may choose to receive a partial accelerated benefit. If he or she does so, the insured's remaining coverage will stay in force.

If a certificate holder elects to receive only a partial accelerated benefit amount available under this rider, the remaining death benefit under the certificate must be at least \$25,000.

The certificate holder may reapply for the payment of the remaining amount of insurance at any time. However, we may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

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

If a certificate holder elects to accelerate the full amount of an insured's death benefit, the insured's coverage and all other benefits under the certificate and any certificate supplements which apply to that insured will end. If the insured is a certificate holder, any other individual insured under his or her certificate will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the group policy to which this rider is attached.

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

How will we pay the accelerated benefit?

We will pay the accelerated benefit in one lump sum or in any other mutually agreeable manner.

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to the certificate holder who requested the accelerated payment unless the certificate holder validly assigns them otherwise. If such certificate holder dies before all payments have been made, we will pay the remainder to the insured's beneficiary named under the certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

Termination

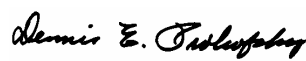
When does an insured's coverage under this rider terminate?

An insured's coverage ends on the date the insured is no longer covered for life insurance under the group policy.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.


Secretary


President

Accidental Death and Dismemberment Policy Rider

MINNESOTA LIFE

Minnesota Life Insurance Company, a Securian Financial Group affiliate
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides accidental death and dismemberment coverage subject to all terms, conditions, and exclusions herein.

Who is eligible for insurance under this rider?

An employee who is insured under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this rider.

When does insurance under this rider become effective?

Insurance becomes effective on the date that all of the following conditions have been met:

- (1) the certificate holder meets all eligibility requirements; and
- (2) for contributory coverage, application for the coverage is made on forms which are approved by us; and
- (3) we receive the required premium.

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 rider means that the certificate holder'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 evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while the certificate holder's coverage under this rider is in force. The certificate holder's death or dismemberment must occur within 365 days after the date of the injury and while his or her coverage under this rider is in force.

In no event will we pay the accidental death or dismemberment benefit where the certificate holder's death or dismemberment is caused directly by, results

from, or where there is a contribution from, any of the following:

- (1) self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) the certificate holder's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (6) motor vehicle collision or accident where the certificate holder is the operator of the motor vehicle and this certificate holder's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft; or
- (10) participation in war or any act of war, whether declared or undeclared; or
- (11) service in the military of any nation.

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

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

FOR LOSS OF	AMOUNT OF BENEFIT
Life.....	Full Amount of AD&D Insurance
Both Hands or Both Feet..	Full Amount of AD&D Insurance
Sight of Both Eyes.....	Full Amount of AD&D Insurance
Speech and Hearing.....	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
Paraplegia75% of Amount of AD&D Insurance
Sight of One Eye50% of Amount of AD&D Insurance
Speech or Hearing50% of Amount of AD&D Insurance
One Hand or
One Foot50% of Amount of AD&D Insurance
Hemiplegia50% of Amount of AD&D Insurance
Thumb and Index
Finger of One Hand.....25% of Amount of AD&D Insurance
Uniplegia25% of Amount of AD&D Insurance
Hearing in One Ear25% of Amount of AD&D Insurance

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

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

Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of Accidental Death & Dismemberment insurance payable under this rider for any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of Accidental Death & Dismemberment 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 Accidental Death & Dismemberment benefit upon receipt at our home office of written proof satisfactory to us that the certificate holder died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the certificate holder's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 3% per year compounded annually or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

A certificate holder's accidental death benefit will be paid to the person or persons entitled to receive a death benefit under the terms of the group policy. The benefit for other losses sustained by a certificate holder will be paid to the certificate holder, if living, otherwise to his or her estate.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the Accidental Death & Dismemberment benefits. Additional benefits are paid in addition to any Accidental Death & Dismemberment benefits described in the Accidental Death and Dismemberment section, unless otherwise stated. All provisions of this rider, including but not limited to the "What does Accidental Death & Dismemberment by Accidental Injury Mean?" section shall apply to these additional benefits.

Coma Benefit

What is the coma benefit?

If the certificate holder lapses into a coma as a result of and within 365 days of a covered accidental injury, and such coma has lasted for a minimum of 31 days, we will pay a monthly benefit equal to the lesser of:

- (1) 1% of the certificate holder's amount of Accidental Death & Dismemberment insurance; or
- (2) 1% of the difference between the certificate holder's amount of Accidental Death & Dismemberment insurance and the amount of any benefits paid under the loss schedule for the same accident. (if the full amount of Accidental Death & Dismemberment insurance has been paid, no benefit is payable under this section).

This benefit will be paid monthly until the earliest of the following:

- (1) the date the certificate holder recovers such that he or she is no longer in a coma as defined herein; or
- (2) the date of the certificate holder's death. If an accidental death payment is due under this rider, the amount of such payment will be reduced by the amount of Accidental Death & Dismemberment insurance paid under this coma provision; or
- (3) 100 monthly benefits have been paid.

Coma means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. The certificate holder must be confined in a medical facility and diagnosed as comatose by a licensed physician.

In no event will the total amount of monthly benefits payable under this section exceed \$50,000.

Disappearance Benefit

What is the disappearance benefit?

If a certificate holder's body has not been found after one year from the date the conveyance in which he or she was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the policy and proof satisfactory to us that the accident occurred and the certificate holder was a passenger on the conveyance, that the certificate holder has died as a result of an accidental injury which was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this rider.

Exposure Benefit

What is the exposure benefit?

A loss due to exposure to the elements will be covered as if it were due to injury, provided such loss results from unavoidable exposure to the elements by reason of a covered accident.

Permanent Disfigurement Benefit

What is the permanent disfigurement benefit?

If an insured employee is critically burned and disfigured to the point of requiring reconstructive or cosmetic surgery as a result of a covered accident, we will pay an additional benefit equal to the lesser of:

- (1) 25% of the insured employee's amount of Accidental Death & Dismemberment insurance; or
- (2) \$25,000.

Critically burned and disfigured means third degree burns over at least 25% of the body.

Seatbelt Benefit

What is the seatbelt benefit?

If a certificate holder dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional Accidental Death benefit equal to \$5,000.

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 certificate holder 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 a certificate holder's coverage under this rider terminate?

A certificate holder's coverage ends on the earliest of:

- (1) the date the certificate holder is 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 rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this rider; or
- (2) the date the group policy is terminated.

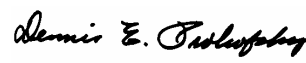
Additional Information

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have a certificate holder medically examined at our expense 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 rider be converted to a policy of individual insurance upon termination?

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


Secretary


President

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a rider to the group policy will not apply to dependents coverage provided by this rider.

What does this rider provide?

This rider provides insurance on the lives of the insured employee's eligible dependents.

What members of the insured employee's family are eligible for insurance under this rider?

The following members of the insured employee's family are eligible for insurance under this rider:

- (1) the insured employee's lawful spouse; and
- (2) the insured employee's children, legally adopted children, children placed with the employee for adoption prior to legal adoption and stepchildren who depend on the employee for support and maintenance. A child placed with an employee for adoption is considered an employee's eligible dependent from the date of placement for adoption, and is treated as though the child were a newborn child born to the employee. All children must be unmarried, dependent on the insured for financial support, and meet the age requirements as shown on the specifications page attached to the group policy.

A dependent spouse or dependent child is not considered eligible for coverage if either one is on active duty in the armed forces of any country.

Any dependent who, subsequent to the effective date of the insured employee's certificate supplement for Dependents Term Life Insurance, meets the requirements of this provision will become insured on the date he or she so qualifies.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to the group policy states that evidence of insurability is required; or

- (2) the insurance is contributory and the employee does not enroll for spouse coverage under this rider within the first eligible enrollment period shown on the specifications page attached to the group policy; or
- (3) dependents insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this rider.

When does insurance on a dependent become effective?

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

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

If a dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement. This does not apply to a newborn child. However, in no event will insurance on a dependent be effective before the insured employee's insurance under the group policy is effective.

Death Benefit

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

The amount of life insurance on each insured dependent is shown on the specifications page attached to the group policy.

To whom will we pay the death benefit?

The death benefit payable under this rider will be paid to the insured employee if living, otherwise to his or her estate.

Termination

When does an insured dependent's coverage under this rider terminate?

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

- (1) the date the dependent no longer meets the eligibility requirements; or
- (2) 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 an employee's written request that insurance on his or her eligible dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy.

The employee must notify us or the employer when a dependent is no longer eligible for coverage under this rider so that premiums may be discontinued. All premiums paid for dependents who are no longer eligible for coverage under this rider will be refunded without any payment of claim.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

Additional Information

What is the conversion right under this rider?

If an insured dependent's coverage under this rider terminates because he or she is no longer eligible, or

because of the death of the insured employee, or because of termination or amendment of this rider, the insurance may be converted to a policy of individual insurance with Minnesota Life.

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

Do any Waiver of Premium, Extended Benefits, or Total and Permanent Disability riders to the group policy apply to insured dependents?

Any Waiver of Premium, Extended Benefits, or Total and Permanent Disability rider to the group policy will not apply to dependents covered under this rider except as provided for herein.

If, due to the insured employee's disability, his or her insurance is continued in force without further payment of premiums due to any Waiver of Premium, Extended Benefits, or Total and Permanent Disability rider to the group policy, any dependents insurance provided by this rider shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until the insured employee's insurance is no longer continued in force due to any such rider to the group policy.

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



Secretary



President

MINNESOTA LIFE**TERM LIFE WAIVER OF PREMIUM
POLICY RIDER**

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

General Information

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

What does this rider provide?

This rider provides for waiver of premium for certificate holders who become totally and permanently disabled, as defined herein, while under age 60. Upon approval of proof of such disability, a certificate holder's insurance, including all riders applicable to such certificate holder which are in force on the date of the onset of the certificate holder's disability, except the Accidental Death and Dismemberment Policy Rider, 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 a certificate holder's insurance is in force and which results from an accidental injury or an illness that continuously prevents the certificate holder from engaging in any occupation for which he or she is reasonably suited by education, training, or experience. The certificate holder must be under the care of a licensed physician. The licensed physician cannot be the certificate holder or a member of the certificate holder's immediate family. For purposes of this rider, the certificate holder's immediate family consists of his or her 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 five months.

Are there any limitations?

Yes. Insurance will not be continued if a certificate holder's disability results from intentionally self-inflicted injury, participation in or any attempt to commit a felony, or war or any act of war, whether declared or undeclared.

Do premiums have to be paid for a certificate holder after he or she becomes disabled?

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

What if a certificate holder converts his or her group life insurance to a policy of individual insurance prior to the approval of his or her disability claim?

If a certificate holder's coverage has been converted in accordance with the conversion right section of the group policy, benefits under this rider 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?

A certificate holder must furnish evidence satisfactory to us that his or her disability:

- (1) commenced while his or her insurance under the group policy 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 five months or more.

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

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

When must we be notified of a certificate holder's disability or death?

We must receive written notice at our home office of a certificate holder'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 a certificate holder died during a period of continuance provided by this rider. Proof must be furnished that he or she 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 rider.

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

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.

The amount of insurance for any other individual insured under the certificate holder's certificate will be the amount of insurance then available under the group policy for such insured or, if less, the amount for which he or she was insured under the group policy when the last premium contribution was made on his or her behalf.

If the group policy provides for reductions in amounts of insurance based on age, such reductions shall apply to the insurance of the disabled certificate holder. If the group policy provides for reductions in amounts of insurance at retirement, the retirement date for an insured employee whose insurance is being continued by the terms of this rider shall be the earlier of:

- (1) the date he or she actually retires; or
- (2) his or her presumed normal retirement date as established by the employer's applicable retirement plan. If no such date has been established, the insured employee's presumed retirement date shall be age 65.

How long will insurance be continued without payment of premium?

If a certificate holder becomes totally and permanently disabled, insurance will be continued, without payment of premium, until the earliest of:

- (1) two years from the date the certificate holder was considered totally and permanently disabled; or
- (2) the date the certificate holder recovers so that he or she is no longer totally and permanently disabled; or
- (3) the date the certificate holder fails to furnish proof of continued disability when requested or refuses to submit to a required medical examination.

However, if the group policy provides for termination of insurance at retirement, insurance provided under this rider will also terminate when the insured employee retires, including normal or early retirement. The retirement date for an employee whose insurance is being continued by the terms of this rider shall be the earlier of:

- (1) the date he or she actually retires; or
- (2) his or her presumed normal retirement date as established by the employer's applicable retirement plan. If no such date has been established, the insured employee's presumed retirement date shall be age 65.

What happens to a certificate holder's insurance when the waiver of premium benefit ends?

When the benefits under this rider 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 certificate holder is then eligible for coverage under the group policy, his or her insurance may be continued under the group policy 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 certificate holder is no longer eligible for coverage under the group policy, he or she may convert coverage to an individual policy, as provided for under the conversion right section of the group policy.


Insurance will end for a certificate holder unless, within 31 days of the date benefits under this rider end, premium payment is resumed or the insured applies to convert his or her coverage.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to terminate this rider; or
- (2) the date the group policy is terminated.

Insurance being continued without further payment of premiums in accordance with the provisions of this rider will not end due solely to the termination of this rider or of the group policy.


Secretary


President

MINNESOTA LIFE

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

GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING