### **Group Term Life Insurance Policy**

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

### **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.

Jay L. Chinatins

Secretary

#### TABLE OF CONTENTS

Definitions	2
General Information	
Premiums	4
Death Benefit	

Termination	5
Conversion Right	6
Additional Information	

#### **GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING**

Shiph M. Hen

President

#### **GROUP POLICY SPECIFICATIONS PAGE**

GENERAL INFORMATION			
POLICYHOLDER:	Cleveland C	ounty Schools	POLICY NUMBER: 34738
ASSOCIATED COMPANIES:	All subsidiar inclusion in t	•	Minnesota Life by the policyholder for
POLICY SITUS:	The policy w	vas issued and delivered in th	ne state of North Carolina.
POLICY EFFECTIVE DATE:	January 1, 2	2021	
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2022.		
PREMIUM DUE DATE(S):	The first day of each month.		
GROUP:	The group is composed of all active employees of the policyholder and its associated companies working in the United States in the following classes:		
	Class 1	All eligible full-time employ	ees excluding class 2.
	Class 2	A closed group of all eligibl	e grandfathered prior employees.
WAITING PERIOD:		day of the month next follow	ee's date of employment and ending ving the employee's date of
ENROLLMENT PERIOD:		ble for noncontributory insura contributory insura	nce; 31 days from the first day of
	For basic in:	surance: 20 hours per week	
PER WEEK REQUIRED:	For supplem	nental insurance: 30 hours pe	er week

### **PLAN OF INSURANCE**

#### **EMPLOYEE BENEFIT SCHEDULE**

#### EMPLOYEE TERM LIFE INSURANCE:

#### **Basic Life Insurance**

Eligible Class	Amount of Basic Life Insurance
Class 1	\$5,000
Class 2	An amount as elected on the employee's enrollment form and approved by American United Life Insurance Company (AUL), in increments of \$100, subject to a minimum of \$10,000 and a maximum of \$150,000
Supplemental Life Insurance	
Eligible Class	Amount of Supplemental Life Insurance
Class 1	An amount elected by the employee in increments of \$10,000, subject to a maximum of \$500,000.
Class 2	None

#### **GENERAL PROVISIONS FOR EMPLOYEE INSURANCE**

AGE REDUCTIONS FOR CLASS 1:	The amount of basic insurance on an era a percentage of the amount otherwise papplicable to such employee in accorda	provided by the plan of insurance
	Age of Employee 70 and over	Amount of Insurance 50%
AGE REDUCTIONS FOR CLASS 2:	The amount of basic insurance on an erappication of the amount otherwise papplicable to such employee in accordation	provided by the plan of insurance
	Age of Employee 70 and over	Amount of Insurance Terminates
	Age reductions will apply the policy ann employee's applicable birthday.	iversary next following an insured
GUARANTEED ISSUE AMOUNT:	Guaranteed issue is the maximum amo can receive without evidence of insurab plan provided enrollment is made within amounts are as follows:	ility when first eligible under the
	For basic insurance: All basic insurance is guaranteed	issue.
	which the employee was ins	unt of contributory insurance for ured under the prior carrier's ediately preceding the effective
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as st supplemental insurance if the amount re guaranteed issue amount.	
EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:	Not Applicable	

#### **DEPENDENTS BENEFIT SCHEDULE**

#### **DEPENDENTS TERM LIFE INSURANCE:**

An employee does not need to be insured for supplemental life insurance to elect dependents life insurance.

Spouse Life Insurance

Eligible Class	Amount of Spouse Life Insurance
Class 1	An amount elected by the employee, in increments of \$5,000, subject to a maximum of \$250,000, not to exceed 50% of the employee's basic and supplemental insurance amounts combined.

Eligible Class	Amount of Child Life Insurance	
Class 1	\$5,000 or \$10,000, as elected by the employee	
	An employee's first eligible newborn child is automatically covered for \$5,000 for 31 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 31 days; otherwise the coverage shall terminate at the end of the 31-day period.	
GENERAL PR	OVISIONS FOR DEPENDENTS INSURANCE	
SPOUSE AGE REDUCTIONS:	The amount of 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:	
	Age of SpouseAmount of Insurance75 and overTerminates	
	Age reductions will apply the policy anniversary next following an insured spouse's applicable birthday.	
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 when first eligible under the plan provided enrollment is made within the enrollment period*. The amounts are as follows:	
	For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.	
	For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:	
	For spouse insurance: \$40,000 All child coverage is guaranteed issue	
	*As an exception, evidence of insurability is never required of a child, but enrollment opportunities are limited to a period of initial eligibility, annual enrollment, or within 31 days of a qualified status change.	
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.	
ADDITIONAL INFORMATION		
SUICIDE EXCLUSION:	Applies only to employee supplemental life and spouse life insurance under this policy.	

**ANNUAL OPEN ENROLLMENTS:** 

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect for the first time or increase supplemental life insurance by up to two increments of \$10,000, provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000.
- An employee may elect any child life amount.

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may increase existing supplemental life insurance by one increment of \$10,000, provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

#### **RIDER(S) TO THE GROUP POLICY**

Accelerated Benefits Dependents Term Life Portability

Applies to class 1 only

### 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, in the absence of fraud, 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 vicepresident, 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:

- 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, fully performing his or her customary duties for his or her regularly scheduled number of hours 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:

- 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 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 required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) the employee is insured by an individual policy issued under the terms of the conversion right section.

#### When does insurance become effective?

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

- (1) 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 contingent upon continued premium payment and is subject to the following maximum time frames:

- for an employee on non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 12 months from the last day the insured employee was actively at work.
- (2) for an employee on a medical leave of absence, insurance cannot be continued beyond the later of 12 months from the last day the insured employee was actively at work or the date the employee attains age 65.

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:

- on any premium due date following the expiration of any rate guarantee period, or following the date that the amount of insurance in force for any one coverage or across coverages changes by more than 15% from that which was used to determine the current rates (active employee coverage and retiree coverage are considered separate coverages, as are basic life, supplemental life, spouse life, child life and AD&D); or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% from the volume that was used to determine the current rates 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?

Requested increases in the amount of an insured's contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of an insured's contributory insurance are effective on the first day of the month following receipt of the insured's request for a decrease, or if different, according to the administrative practices of the employer.

Requests for a change made during a special enrollment period offered by the employer will not become effective prior to the general effective date of 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 0.1% per year compounded annually, or the minimum required by state law, whichever is greater.

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

#### To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by 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 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 three months 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) 31 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 may be able to 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.

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.

In such case, the insured may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of: (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) \$10,000; and

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 fraud or 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, in the absence of fraud, 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.

#### Accelerated Benefits Policy Rider

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

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.

### **MINNESOTA LIFE**

### **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) the insured's insurance must not have an irrevocable beneficiary.

## 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:

- 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.

Jay L. Thistins

Aufh M. Hen

Secretary

President

#### Dependents Term Life Insurance Policy Rider

Minnesota Life Insurance Company - A Securian 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 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 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:

- the insured employee's lawful spouse who is not legally separated from the insured and, who is not eligible for insurance as an employee under the policy to which this rider is attached; and
- (2) the insured employee's or the insured employee's spouse's natural, legally adopted or stepchildren, who are less than 26 years old. Eligibility begins at live birth (stillborn or unborn children are not eligible). Children age 26 or older are also eligible if they are physically or mentally incapable of selfsupport, were incapable of self-support prior to age 26 and are financially dependent on the employee for more than one-half of their support and maintenance.

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 rider. If any child qualifies as an eligible employee under the group policy, he or she is not eligible to be insured as a dependent child.

Any dependent child who, subsequent to the effective date of the insured employee's child 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:

 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 coverage under this rider within the 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.

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### 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.

Day f. Thistens

Vlath M. Hen

Secretary

President

#### Term Life Insurance Portability Policy Rider

Minnesota Life Insurance Company - A Securian 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. 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 for continuation of group life insurance for insureds who no longer meet the eligibility requirements of the group policy except as provided for herein.

To continue coverage under the provisions of this rider, an eligible insured must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Evidence of insurability will not be required. Coverage provided by this rider will then be deemed effective retroactive to the beginning of the 31-day period. This date is considered to be the insured's portability date and the insured is then considered to have portability status.

#### Who is eligible to continue insurance under this rider?

A certificate holder is eligible to continue insurance under this rider if he or she, except as provided by this rider, no longer meets the eligibility requirements of the group policy due to any of the following:

- (1) the employee terminates employment, including retirement; or
- (2) the employee is no longer in a class eligible for insurance or is on a leave or layoff; or
- (3) a class or group of employees insured under the policy is no longer considered eligible and there is no successor plan for that class or group. Successor plan means an insurance policy or policies provided by us or another insurer that replaces insurance provided under this policy.

The certificate holder will not be eligible to request coverage under this rider if he or she:

- (1) has attained the age of 80; or
- (2) has converted his or her insurance to an individual life policy under the terms of the group policy's conversion right section; or
- (3) was not actively at work due to sickness or injury on the day immediately preceding his or her portability date; or

(4) loses eligibility due to termination of the group policy.

#### What insurance can be continued under this rider?

Both noncontributory and contributory insurance may be continued under this rider. If the certificate holder elects to continue his or her own coverage according to the provisions of this rider, he or she may also elect to continue insurance for any other individual insured under his or her certificate. The certificate holder may also continue coverage under all supplements to such certificate by which he or she was insured immediately preceding his or her portability date.

The amount of insurance continued under this rider for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

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

The minimum amount of insurance that can be continued on the life of a certificate holder under this rider is \$10,000 for an employee and \$1,000 for each of his or her insured dependents.

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

The maximum amount of insurance that can be continued under this rider is the amount of insurance that was in force on an insured's portability date, but not more than \$1,000,000 for an employee or \$250,000 for a spouse. However, for an insured who is age 65 or older on his or her portability date:

- Age 65 69: the amount of insurance will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$650,000 for an employee or \$162,500 for a spouse.
- Age 70 74: the amount of insurance will not be more than 50% of the amount in force on the insured's portability date, to a maximum of \$500,000 for an employee or \$125,000 for a spouse.

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 Age 75 – 79: the amount of insurance will not be more than 30% of the amount in force on the insured's portability date, to a maximum of \$300,000 for an employee or \$75,000 for a spouse.

## Will the amount of insurance continued under this rider change?

Yes. On the first day of the month following the date an insured attains an age specified below, the amount of insurance on his or her life continued under this rider will reduce to the percentage indicated. All reductions are based on the amount of insurance in force prior to the attainment of age 65. Insurance terminates at age 80.

Age	Amount of Insurance
65	65%
70	50%
75	30%

## Can a certificate holder request a change in his or her amount of insurance continued under this rider?

Yes. The certificate holder may elect to reduce the amount of insurance provided under his or her certificate. The remaining amount of insurance on the life of a certificate holder must be at least \$10,000.

The amount of insurance continued under this rider will never increase.

#### How will premium contributions be paid?

Premium contributions will be paid directly to us on a monthly, quarterly, semi-annual, or annual basis and will be subject to an administrative charge per billing period. We may adjust the amount of the charge, but not more often than once per year.

#### Can the premium rate change?

Yes. The premium rate may increase on the portability date. The premium rate may also increase in the future but will not change more often than once per year.

## Can insurance continued under this rider be converted to a policy of individual insurance?

Yes. At any time after insurance has been continued under the provisions of this rider, it may be converted to a policy of individual insurance with Minnesota Life. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

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

If a certificate holder who is continuing coverage under the provisions of this rider again meets the eligibility requirements of the group policy, not including the terms of this rider, 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 this rider, 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.

## What happens to insurance provided under this rider when the group policy terminates?

Anything in the group policy notwithstanding, termination of the group policy by the policyholder or us will not terminate life insurance then in force for any person under the terms of this rider. The group policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

Any insurance continued under the terms of this rider will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this rider terminate?".

No individual may elect coverage under this rider on or after the date of termination of the group policy.

## When will insurance continued under this rider terminate?

Insurance continued under this rider will terminate on the earliest of the following:

- (1) the insured's 80th birthday; or
- (2) the date the certificate holder again meets the eligibility requirements of the group policy, not including the terms of this rider; or
- (3) in the case of a dependent child or a spouse who is insured by a rider to the certificate holder's coverage, the date the certificate holder's coverage is no longer being continued under this rider, or the date the certificate holder's spouse or child ceases to be eligible as defined under the terms of the group policy; or
- (4) 31 days after the due date of any premium contribution which is not made.

Say L. Chustins

Shiph M. Hen

Secretary

President

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

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