

MINNESOTA LIFE

**EMPLOYEE GROUP TERM LIFE
CERTIFICATE OF INSURANCE**

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

POLICYHOLDER: Farm Credit Foundations Plan Sponsor Committee

POLICY NUMBER: 33254-G

Read Your Certificate Carefully

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

Right to Cancel

It is important to us that you are satisfied with this certificate after it is issued. If you are not satisfied with this certificate, you may cancel it by delivering or mailing a

written notice or sending a telegram to Minnesota Life Insurance Company (Minnesota Life), 400 Robert Street North, St. Paul, Minnesota 55101-2098 and returning the certificate before midnight of the 30th day after you received this certificate.

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

Dennis E. Erdosky Robert L. Loubler

Secretary

President

TABLE OF CONTENTS

Definitions.....	2	Termination.....	5
General Information	2	Minnesota Continuation Right	5
Premiums	3	Conversion Right.....	6
Death Benefit.....	4	Additional Information.....	6

GROUP TERM LIFE CERTIFICATE OF INSURANCE

GENERAL INFORMATION

POLICYHOLDER: Farm Credit Foundations Plan Sponsor Committee **POLICY NO.:** 33254-G

ASSOCIATED COMPANIES: AgriBank, FCB and its affiliated associations, US AgBank, FCB and its affiliated associations, and other US AgBank entities, and Northwest Farm Credit Services

POLICY EFFECTIVE DATE: January 1, 2007

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

GROUP: The group is composed of all active employees and eligible retired employees.

ENROLLMENT PERIOD: 45 days from the employee's hire date or 31 days from the date an employee moves from an ineligible class to an eligible class under the policy. In addition, there shall be a 31 day enrollment period for dependent coverage for all newly acquired eligible dependent children. Not applicable for noncontributory insurance.

WAITING PERIOD: For employees in an eligible class on January 1, 2007:
 None
 For all other employees:
 The period commencing with the employee's date of employment and ending with the first day of the pay period immediately following the date the employee enrolls for coverage.

MINIMUM HOURS PER WEEK REQUIRED: 20

CERTIFICATE HOLDER: An employee who meets the eligibility requirements and is insured under the group policy.

CERTIFICATE EFFECTIVE DATE: The date that the certificate holder becomes insured under the group policy.

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

<u>Eligible Class</u>	<u>Amount of Insurance</u>
All active employees	One times total compensation, rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$1,500,000.*
Retired Employees – AgriBank FCB	
Eligible retired FCS of Mid-America employees hired prior to 1/1/1994 with a retirement date prior to 1/1/07	\$7,000
Eligible retired FCS of Mid-America employees hired on or after 1/1/94 but before 1/1/02 with a retirement date prior to 1/1/07	\$5,000

Basic Life Insurance, Continued

<u>Eligible Class</u>	<u>Amount of Insurance</u>
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Eligible retired Former 7 th District employees hired prior to 1/1/02 with a retirement date prior to 1/1/07	The amount reported by the policyholder.
Eligible retired Western District employees hired prior to 1/1/02 with a retirement date prior to 1/1/07	The amount reported by the policyholder.
All other eligible AgriBank, FCB employees and Northwest FCS hired prior to 1/1/2002 with a retirement date prior to 1/1/07	\$5,000
US AgBank (9 th District) employees with a retirement date prior to 1/1/89	The amount reported by the policyholder.
All other eligible US AgBank (9 th District) employees hired prior to 1/1/04 with a retirement date prior to 1/1/07	\$5,000

Optional Basic Life Insurance

<u>Eligible Class</u>	<u>Amount of Insurance</u>
All employees	If elected by the employee, one times total compensation, rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$1,500,000.*
Eligible retired employees	None

*The combined amount of basic and optional basic insurance for an employee shall not exceed \$1,500,000.

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

Not applicable to retired employees.

Basic and Optional Basic Insurance

<u>Eligible Class</u>	<u>Amount of Insurance</u>
All active employees and closed group of grandfathered employees on LTD	An amount equal to the amount of basic and optional basic life insurance for which the employee is insured under the group policy.

AD&D Additional Benefits

Seatbelt Benefit

If an insured dies or suffers a covered dismemberment as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of:

1. \$50,000; or
2. 10% of the insured's amount of AD&D insurance.

In order to be eligible for this benefit, the following must apply:

1. the private passenger car was equipped with seatbelts; and
2. a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
3. at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

AD&D Additional Benefits, Continued:

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.

Psychological Therapy

If as the result of a covered accident, an insured employee suffers a loss for which a benefit is payable under the terms of the AD&D certificate supplement, we will pay an additional benefit equal to the lesser of:

1. the reasonable expenses incurred for psychological therapy which exceed benefits provided by any other plan; or
2. 2% of the insured employee's amount of AD&D insurance; or
3. \$2,000

For this benefit to be payable, the psychological therapy must:

1. begin within 90 days after the date of the loss; and
2. be incurred no later than one year after the date of the loss.

Psychological therapy means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

Reasonable expenses means fees and prices which do not exceed those generally charged for similar therapy in the local area where services are provided. For purposes of this benefit, we reserve the right to determine reasonable expenses. An expense is considered to be incurred on the date it is rendered.

Plan means any of the following:

1. personal, individual, group, blanket or franchise health insurance; or
2. personal, individual, group hospital, medical service or pre-payment plan; or
3. labor-management trustee, union welfare, employer organization or employee benefit organization plan; or
4. automobile insurance medical payments benefit or automobile reparations insurance (no fault); or
5. governmental program or coverage required or provided by any statute except Medicare; or
6. Worker's Compensation or similar law; or
7. Any other health insurance the employee may be covered under.

Rehabilitation/Retraining Benefit

If an insured suffers an injury which results in a covered dismemberment, we will pay an additional benefit to retrain the insured for work in any gainful occupation, including the insured's regular occupation. The benefit will be equal to the lesser of:

1. 2% of the insured's amount of AD&D insurance; or
2. \$2,000; or
3. actual costs incurred for such rehabilitation/retraining.

For this benefit to be payable, the rehabilitation/retraining must:

1. be provided by a therapist licensed, registered, or certified to provide such treatment; or
2. take place under the direction of a certified vocational rehabilitation specialist.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

The amount of 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 - 69	65%
70 - 74	50%
75 and over	35%

Age reductions will apply the first day of the month following an insured employee's 65th, 70th, and 75th birthdays.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE, Continued

CONTRIBUTORY/NONCONTRIBUTORY:	Basic insurance is noncontributory insurance; optional basic insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	<p>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 enrollment period. The amounts are as follows:</p> <p>For basic insurance: All basic insurance is guaranteed issue.</p> <p>For optional basic: For employees in an eligible class immediately prior to the effective date of the group policy: AgriBank FCB and affiliated association employees: An amount equal to the amount of basic optional insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.</p> <p>US AgBank, FCB and affiliated association employees: Employees will be provided a one time opportunity during the fall of 2006 to elect basic optional coverage on a guaranteed issue basis due to loss of one time employer paid coverage.</p> <p>For employees who first become eligible after the effective date of this policy: All optional basic insurance is guaranteed issue.</p>

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

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO A CHANGE IN ELIGIBLE CLASS OR EARNINGS The date of the change in eligible class or earnings.
All increases are subject to the actively at work requirement.

RETIREE BENEFITS

All basic optional and basic coverage terminates upon retirement, except as provided for under the continuation provision. Only employees of groups specifically listed in the employee benefit schedule who meet the following requirements are eligible for retiree benefits:

AgriBank FCB (and associated employers) eligibility for retiree basic life:

Employees hired prior to January 1, 2002 who:

1. are at least 55 years of age and have completed 5 years of service (Farm Credit Services of America employees); or
2. are at least 55 years of age and have completed 5 years of service (Northwest Farm Credit Services employees with a retirement date on or before 12/31/2006); or
3. are at least 55 years of age and have completed 10 years of service (7th District employees); or
4. are age 62-65 with 5-1/2 years of service (Western employees); or
5. are age 60-61 with 15 years of service (Western employees); or
6. if age plus years of service equals 85 or more (Western employees).

RETIREE BENEFITS, Continued:

US AgBank FCB (and associated employers) eligibility for retiree basic life:

Employees hired prior to January 1, 2004 who:

1. are at least 55 years of age and have at least 5 years of service with US AgBank FCB who retired prior to January 1, 2002 and are retired under the provisions of the Ninth Farm Credit District's pension plan; or
2. are at least 55 years of age and have at least 5 years of service with US AgBank FCB, who retired on or after January 1, 2002 and are retired under the traditional provisions of the Ninth Farm Credit District pension plan; or
3. who are at least 50 years of age and have at least 15 years of service within the Farm Credit System and are retired under the enhanced pension provisions of the Ninth Farm Credit District's pension plan.

The following Employees of US AgBank FCB are not eligible for retiree coverage under the plan.

1. employees hired January 1, 2004 or later.
2. employees with a retirement date on or after January 1, 2007.

All coverage under the group policy shall terminate upon the expiration of the continuation period for employees who are not eligible for basic retiree life insurance.

DEPENDENT CHILD BENEFIT SCHEDULE

DEPENDENT CHILD TERM LIFE INSURANCE:

Eligible Class

Amount of Life Insurance

Children

\$5,000, \$10,000, \$15,000, \$20,000 or \$25,000 as elected by the employee.

GENERAL PROVISIONS FOR DEPENDENT CHILD INSURANCE

REQUESTS TO ENROLL OR INCREASE AMOUNT OF DEPENDENT CHILD TERM LIFE INSURANCE:

Requests to enroll for dependents term life insurance, or to increase the existing amount of dependent child term life insurance may only be made during a period of annual enrollment as specified by the policyholder, or within 31 days of a qualifying family status change. Evidence of insurability is not required for child coverage enrollment or requests for an increase made during these specified enrollment periods.

Increases requested during a period of annual enrollment will become effective the January 1 immediately following the annual enrollment period. Increases requested as a result of a qualified family status change will become effective the date of application, provided application is made within 31 days of the qualifying event.

AGE REQUIREMENTS:

Children are eligible if they are 14 days old or older, but have not attained the age of 19, or have not attained the age of 25 if a full-time student at an accredited educational institution. Children age 19 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 19 (25 if a full-time student) and are financially dependent on the certificate holder for more than one-half of their support and maintenance.

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an eligible dependent child 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:

There will be a one-time open enrollment opportunity occurring during the fall of 2006, as specified by the policyholder, during which an employee may elect any amount of dependent child coverage on a guaranteed issue basis.

GENERAL PROVISIONS FOR DEPENDENT CHILD INSURANCE, Continued:

**GUARANTEED ISSUE AMOUNT
(Continued):**

For employees who first become eligible for dependents insurance after the effective date of this policy:
All dependent child coverage 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.

EFFECT OF EMPLOYEE'S RETIREMENT:

All dependents insurance terminates upon the employee's retirement except as provided under the Minnesota Continuation provision, if applicable.

ADDITIONAL INFORMATION

**SUICIDE EXCLUSION FOR LIFE
INSURANCE:**

Applies only to employee optional basic life insurance under the group policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable certificate supplement.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

SUPPLEMENTS TO THE CERTIFICATE

Accidental Death and Dismemberment

Dependents Term Life

Waiver of Premium

Accelerated Benefits

Definitions

age

Attained age as of most recent birthday.

application

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

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 the group policy.

certificate effective date

The date your coverage under this certificate becomes effective.

contributory insurance

Insurance for which you are required to make premium contributions.

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 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 certificate.

non-work day

A day on which you are not regularly scheduled to work, including scheduled time off for vacations, personal holidays, weekends and holidays, and approved leaves of absence for non-medical reasons.

Non-work day does not include time off for medical leave of absence, temporary layoff, employer suspension of operations in total or in part, strike, and any time off due to sickness or injury including sick days, short-term disability, or long-term disability.

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noncontributory insurance

Insurance for which you are not required to make premium contributions.

policyholder

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

specifications page

The outline which summarizes your coverage under the policyholder's plan of insurance.

total compensation

Your current base salary, plus the previous calendar year's variable pay. Variable pay includes incentive, commissions, overtime, shift differential, lump sum merit pay and business/performance related bonuses.

waiting period

The period, if any, of continuous employment with the employer required prior to becoming eligible for coverage under this certificate. The waiting period is shown on the specifications page attached to this certificate.

we, our, us

Minnesota Life Insurance Company.

you, your, certificate holder

The insured named on the specifications page attached to this certificate.

General Information

What is your agreement with us?

You are insured under the group policy shown on the specifications page attached to this certificate. Your application as defined under this certificate is attached and is a part of this certificate. This certificate summarizes the principal provisions of the group policy that affect your life insurance coverage. The provisions summarized in this certificate are subject in every respect to the group policy.

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

This certificate is issued in consideration of your application and the payment of the required premium.

Can this certificate be amended?

Yes. We retain the right to amend this certificate at any time without your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

Who is eligible for insurance?

You are eligible if you:

- (1) are a member of the group and of an eligible class as defined in the group policy; and
- (2) work 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 certificate; and
- (3) have satisfied the waiting period as shown on the specifications page attached to this certificate; and
- (4) meet the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

Are retired employees eligible for insurance?

If the policyholder's plan of insurance, as reflected in the specifications page attached to this certificate, does not specifically provide insurance for retired employees, a retired employee shall not be eligible to become insured, nor have his or her insurance continued. 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, you must be actively at work performing your customary duties at the employer's normal place of business, or at other places the employer's business requires you to travel.

If you are not actively at work on the date coverage would otherwise begin, or on the date an increase in your amount of insurance would otherwise be effective, you will not be eligible for the coverage or increase until you return to active work. However, if the absence is on a non-work day, coverage will not be delayed provided you were actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this certificate, you are eligible to continue to be insured only while you remain actively at work.

When will we require evidence of insurability?

Evidence of insurability will be required if:

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

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

When does insurance become effective?

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

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

Can your coverage be continued during sickness, injury, leave of absence or temporary layoff?

Yes. The employer may continue your noncontributory insurance or allow you to continue your contributory insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff. Continuation of your insurance is subject to certain time limits and conditions as stated in the group policy. If you stop active work for any reason, you should discuss with the employer what arrangements may be made to continue your insurance.

Premiums

When and how often are your premium contributions due?

Unless the policyholder and we have agreed to some other premium payment procedure, any premium contributions you are required to make for contributory insurance are to be paid by you to the policyholder on a monthly basis. We apply premiums consecutively to keep the insurance in force.

How is the premium determined?

The premium will be the premium rate multiplied by the number of \$1,000 units of insurance in force on the date premiums are due. The premium may also be computed

by any other method on which the policyholder and we agree.

We may change the premium rate:

- (1) on any premium due date following the expiration of 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.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this certificate.

Can you request a change in the amount of your contributory insurance?

Yes. If the policyholder's plan of insurance, as reflected in the specifications page attached to the group policy, allows for a choice of amounts of insurance for your class, you can request an increase or a decrease in the amount of your contributory insurance within the limitations of the policyholder's plan of insurance, including any limitations on when and how often such requests may be made. All requests must be made in writing.

If you request an increase in the amount of your contributory insurance, we will require evidence of insurability. If you request a decrease in the amount of your contributory insurance, we will grant the request.

When will changes in your coverage amount be effective?

Requested increases in the amount of your contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of your contributory insurance are effective on the first day of the month following our receipt of your request for a decrease.

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

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 within two months of receipt at our home office of written proof satisfactory to us that you died while insured under this certificate. All payments by us are payable from our home office.

If your amount of insurance is equal to or greater than \$15,000 alternative methods of payment other than a lump sum payment are available at the request of your beneficiary or beneficiaries.

We will pay interest on the death benefit from the date of your death until the date of payment. Interest will be at an annual rate determined by us, but never less than 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 you to receive the death benefit to be paid at your death. You may name one or more beneficiaries. You cannot name the policyholder or an associated company of the policyholder as a beneficiary.

You may also choose to name a beneficiary that you cannot change without the beneficiary's consent. This is called an irrevocable beneficiary.

If there is more than one beneficiary, each will receive an equal share, unless you have requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of your death. In the event a beneficiary is not living on the date of your death, that beneficiary's portion of the death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of you and a beneficiary, the death benefit will be paid as if you survived the beneficiary.

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

- (1) your lawful spouse if living, otherwise;
- (2) your natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) your parents in equal shares, if living, otherwise;
- (4) your brothers and sisters in equal shares, if living, otherwise;
- (5) the personal representative of your estate.

Can you add or change beneficiaries?

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

- (1) your coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) you have not assigned the ownership of your insurance.

A request to add or change a beneficiary must be made in writing. All requests are subject to 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 your notice.

Termination

When does your coverage terminate?

Your coverage ends on the earliest of the following:

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

If your coverage under the group policy terminates due to non-payment of premiums, your coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during your lifetime.

Can your insurance be reinstated after termination?

Yes. When your coverage terminates because you are no longer eligible, and you become eligible again within three months after the date your coverage under this certificate terminated, your coverage may be reinstated.

Provided you are not then covered by an individual policy issued under the terms of the conversion right section, your coverage under the group policy shall be reinstated automatically, without evidence of insurability or satisfaction of any waiting period. Your amount of insurance will be that which applies to the classification to which you then belong, on the date you again become eligible. If the policyholder's plan of insurance provides for contributory insurance under the group policy, your amount of contributory insurance will be limited to that for which you were insured immediately prior to the loss of coverage.

When does the group policy terminate?

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

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) 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 the policyholder with notice of our intent to terminate the group policy.

Unless the Minnesota Life group policy is being replaced by a substantially similar group term life policy, we will notify you 30 days in advance of any termination of the group policy by Minnesota Life. In no event shall the terms of this section extend coverage under the group

policy more than 120 days beyond the date coverage would otherwise terminate under the terms of the group policy.

Minnesota Continuation Right

What is the Minnesota continuation right?

If you reside in Minnesota and are laid off or you terminate employment, including retirement, you may elect to continue your insurance under the group policy, including any insurance you have on the lives of your spouse and dependent children, provided the group policy remains in force for any active employees. You are considered laid off from employment if there is a reduction in hours to such an extent that you are no longer eligible for insurance under the group policy. Termination does not include discharge for gross misconduct.

How do you continue your insurance under the group policy?

Upon layoff or termination of employment, the employer shall notify you of your rights under this section. You have 60 days from the later of the following to elect coverage:

- (1) the date your coverage would otherwise terminate; or
- (2) the date you receive written notice of the right to continue your insurance.

How will premium contributions for the continued insurance be paid?

Premiums for the continued insurance will be paid by you to your former employer. The amount of the premium charged shall not exceed 102% of the cost of the plan for such period of coverage for other similarly situated employees with respect to whom neither termination nor layoff has occurred, without respect to whether such cost is paid by the employee or the employer.

How long can your insurance be continued under the group policy?

You are eligible to continue your insurance under the group policy until the earlier of the following:

- (1) you obtain insurance under another group policy; or
- (2) 18 months after your termination or layoff from employment.

What happens to your insurance at the end of the continuation period?

When the continuation period ends, you, your insured spouse, or an insured dependent child may obtain from us, without evidence of insurability or interruption of coverage, an individual life insurance policy which provides the same or substantially similar benefits. A policy providing reduced benefits at a reduced premium rate may be accepted by you, your insured spouse, or any of your insured dependent children.

All provisions of the conversion right section shall apply to this type of conversion except the provision entitled "What is the conversion right?". References to you in all other provisions of the conversion right section shall mean you, your insured spouse, or any of your insured dependent children.

What happens if an insured dies during the 60-day period allowed for election of continuation?

If you, your insured spouse, or any of your insured dependent children dies during the 60-day election period and before election was made to continue or to reject continuation, you will be considered to have elected continuation of coverage under the group policy. We will pay a death benefit equal to the amount of insurance that could have been continued less any premium due as of the date of death.

Conversion Right

What is the conversion right?

You may convert this insurance to a new individual life insurance policy if all or part of your life insurance under the group policy terminates.

You may convert up to the full amount of terminated insurance if termination occurs because:

- (1) you move from one existing eligible class to another; or
- (2) you are no longer in an eligible class; or
- (3) the group policy is terminated; or
- (4) the group policy is changed to reduce or terminate your insurance.

The conversion right is not available if your coverage under the group policy terminates due to failure to make, when due, required premium contributions.

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

How do you convert your insurance?

You convert your insurance by applying for an individual policy and paying the first premium within 31 days after your group insurance terminates. No evidence of insurability will be required.

How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, your age, and the class of risk to which you belong on the date of the conversion.

When is the individual policy effective?

The individual policy takes effect 31 days after the group insurance provided under the group policy terminates.

What happens if you die during the 31-day period allowed for conversion?

If you die during the 31-day period allowed for conversion, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance you would have been eligible to convert under the terms of the conversion right section.

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

Additional Information

What if your age has been misstated?

If your age has been misstated, the death benefit payable will be that amount to which you are entitled based on your correct age. A premium adjustment will be made so that the actual premium required at your correct age is paid.

Is there a suicide exclusion?

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

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid if you, whether sane or insane, die by suicide within two years of the effective date of your insurance.

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

When does your insurance become incontestable?

Except for fraud or the non-payment of premiums, after your insurance has been in force during your lifetime for two years from the effective date of your coverage, we cannot contest your coverage. However, if there has been an increase in the amount of insurance for which you were required to apply or for which we required evidence of insurability, then, to the extent of the increase, any loss which occurs within two years of the effective date of the increase will be contestable.

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

statement is contained in the application attached to your certificate.

Can your insurance be assigned?

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

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

Is the policyholder required to maintain records?

Yes. The policyholder is required to maintain adequate records of any information necessary for us to administer this certificate. We own the records relating to the insurance provided by this certificate, and can obtain them from the policyholder at any reasonable time.

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

Will the provisions of this certificate conform with state law?

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

General Information

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

What does this supplement provide?

This supplement provides a benefit for your accidental death or dismemberment which occurs as a result of an accidental injury.

Accidental Death and Dismemberment Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this supplement means that your death or dismemberment results, directly and independently of all other causes, from an accidental injury which is unintended, unexpected, and unforeseen.

The injury must occur while your coverage under this supplement is in force. Your death or dismemberment must occur within 365 days after the date of the injury and while your coverage under this supplement is in force.

If by reason of a covered accident you are unavoidably exposed to the elements and, as the result of such exposure and within one year, you suffer a loss that is included in the list of covered losses, such loss will be covered under the terms of this rider.

If your body has not been found after one year from the date the vehicle in which you were 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, that you died resulting from an accidental injury which was unintended, unexpected and unforeseen.

In no event will we pay the accidental death or dismemberment benefit where your death or dismemberment results from or is caused directly or indirectly by any of the following:

- (1) suicide or attempted suicide, whether sane or insane; or
- (2) your participation in or attempt to commit a felony; or
- (3) bodily or mental infirmity, illness or disease; or

- (4) drugs, poisons, gases or fumes, voluntarily taken, administered, absorbed, inhaled, ingested or injected; or
- (5) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- (6) travel or flight in or on, or descent from or with, any type of military aircraft; or
- (7) war or any act of war, whether declared or undeclared.

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

FOR LOSS OF	AMOUNT OF BENEFIT
Life	Full Amount of Insurance
Both Arms and Both Legs	Full Amount of Insurance
Both Arms or Both Legs	Full Amount of Insurance
One Arm and One Leg	Full Amount of Insurance
Speech and one of: Hand, Foot, or Sight of One Eye	Full Amount of Insurance
Hearing and one of: Hand, Foot, or Sight of One Eye	Full Amount of Insurance
Both Hands, Both Feet, or Sight of Both Eyes or a Combination of a Hand, a Foot, or Sight of One Eye	Full Amount of Insurance
Use of Both Arms and Both Legs	Full Amount of Insurance
Use of Both Arms or Both Legs	75% of Amount of Insurance
Use of One Arm and One Leg	75% of Amount of Insurance
One Arm or One Leg	50% of Amount of Insurance
One Hand or One Foot or Sight of One Eye	50% of Amount of Insurance
Speech or Hearing	50% of Amount of Insurance
Use of Both Hands or Both Feet or a Combination of Hand and a Foot	50% of Amount of Insurance
Use of One Arm or One Leg	50% of Amount of Insurance
Use of One Hand or One Foot	25% of Amount of Insurance
Thumb and Index Finger of The Same Hand	25% of Amount of Insurance

The amount of insurance is shown on the specifications page attached to the group policy. Loss of arm or leg means loss at or above the elbow or knee joint, or total loss of use of the arm or leg. Loss of hands or feet means complete severance at or above the wrist or ankle joints, or total loss of use of the hand or foot. 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 and index finger means complete severance of both the thumb and the index finger at or

above the metacarpophalangeal joints. Loss of use means the permanent and total loss of the ability to function because of incurable paralysis or stiffening without regard to the particular requirements of the employee's occupation or profession. Permanent and total loss of use of arm or leg shall mean permanent and total loss of use of the entire arm or leg including loss of use of the attached hand or foot.

Benefits may be paid for more than one accidental injury but the total amount of insurance payable under this rider for any one accident, not including any Additional Benefits, will never exceed the full amount of 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 and dismemberment benefit within two months of receipt at our home office of written proof satisfactory to us that you 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 your death or dismemberment 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.

To whom do we pay the benefit?

We pay the death benefit to the person or persons entitled to receive them under the terms of your certificate. The benefit for other losses is paid to you.

Termination

When does your coverage under this supplement terminate?

Your coverage ends on the earliest of:

- (1) the date you are no longer covered for life insurance under the group policy; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid.

When does this supplement terminate?


This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel the Accidental Death and Dismemberment Policy Rider to the group policy; 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 you 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.


Secretary


President

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a certificate supplement to your certificate will not apply to dependents coverage provided by this certificate supplement.

What does this supplement provide?

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

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

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

the insured employee's unmarried child or children, including legally adopted children and stepchildren living in the insured employee's household, and grandchildren provided that the insured employee has been appointed legal guardian of such grandchildren. In order to be eligible under the group policy children must be dependent upon the insured employee for financial support.

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

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

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to your certificate states that evidence of insurability is required; or
- (2) the insurance is contributory and you do not enroll for coverage under this supplement within the enrollment period shown on the specifications page attached to your certificate; or
- (3) dependents insurance for which you previously enrolled did not go into effect or was terminated because you failed to make a required premium contribution; or
- (4) during a previous period of eligibility, you failed to submit evidence of insurability that was required

for a dependent or that which was submitted was not satisfactory to us; or

- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this supplement.

When does insurance on a dependent become effective?

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

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

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. However, in no event will insurance on a dependent be effective before your insurance is effective.

Death Benefit

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

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

To whom will we pay the death benefit?

The death benefit payable under this supplement will be paid to you if living, otherwise to your estate.

Termination

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

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

- (1) the date the dependent no longer meets the eligibility requirements; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (3) the last day for which premium contributions have been made following your written request that

- insurance on your eligible dependents be terminated; or
- (4) the date you are no longer covered under the group policy.

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

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel the Dependents Term Life Insurance Policy Rider; or
- (2) the date the group policy is terminated.

Additional Information

What is the conversion right under this supplement?


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

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

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

Yes. If, due to your disability, your insurance is continued in force without further payment of premiums due to the Waiver of Premium supplement to your certificate, any dependents insurance provided by this supplement shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until your insurance is no longer continued in force due to such supplement to your certificate.

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


Secretary


President

Benefits received under this Accelerated Benefits Certificate Supplement may be taxable. You should seek assistance from a personal tax advisor prior to requesting an accelerated payment of death benefits.

General Information

This certificate supplement is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein.

What does this supplement provide?

This supplement provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under your certificate. If an insured has a terminal condition as defined in this supplement, you may request an accelerated payment of the applicable death benefit. This certificate supplement does not provide long-term care benefits meeting the requirements of Sections 62A.46 to 62A.56.

Minnesota law sets minimum requirements for life insurance contracts where the right to receive accelerated benefits is contingent upon the insured receiving long-term care services. This certificate supplement does not meet those minimum requirements.

Definitions

accelerated benefit

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

death benefit

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

immediate family

Your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

insured

For purposes of this supplement, 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 you or a member of your immediate family.

Terminal Condition

What is a terminal condition?

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

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

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

Do we have the right to obtain independent medical verification?

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

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

General Information

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

What does this supplement provide?

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

What is total disability?

Total disability is a disability which occurs while your insurance is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably suited by education, training, or experience. You must be under the care of a licensed physician. The licensed physician cannot be you or a member of your immediate family. For purposes of this supplement, your immediate family consists of your spouse, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

What is permanent disability?

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

Are there any limitations?

Yes. Insurance will not be continued if your 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.

What if you recover and again become totally disabled?

If you have been approved for waiver of premium and subsequently recover, return to work for the policyholder and, due to the same accidental injury or illness, again become totally disabled within six months while insured under this supplement, the two periods of total disability

will be considered as one period of total disability and you will not be required to satisfy a new six month waiting period before the waiver of premium resumes. However, premiums will not be waived during any such recovery period.

Do premiums have to be paid after you become disabled?

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

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

If your coverage has been converted in accordance with the conversion right section of your certificate, benefits under this supplement will apply only if the converted policy is surrendered without claim, except for refund of premiums.

What will be considered due proof of total and permanent disability?

You must furnish evidence satisfactory to us that your disability:

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

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

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

When must we be notified of your disability or death?

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

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

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

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

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 your certificate provides for reductions in amounts of insurance based on age, such reductions shall apply to your insurance. If you are an employee and your certificate provides for reductions in amounts of insurance at retirement, your retirement date shall be the earlier of:

- (1) the date you actually retire; or
- (2) your normal Social Security retirement age.

How long will insurance be continued without payment of premium?

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

- (1) your normal social security retirement age; or
- (2) the date you recover so that you are no longer totally and permanently disabled; or
- (3) the date you fail to furnish proof of continued disability when requested or you refuse to submit to a required medical examination.

However, if you are an employee and your certificate provides for termination of insurance at retirement, insurance provided under this supplement will also terminate when you retire, including normal or early retirement. Your retirement date shall be the earlier of:

- (1) the date you actually retire; or
- (2) your normal Social Security retirement age.

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

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

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


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

When does this supplement terminate?

This supplement will terminate on the earlier of:

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

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


Secretary


President

- (2) application must be made in writing and in a form which is satisfactory to us. We will tell you what form is required; and
- (3) you must be the sole owner of the certificate; and
- (4) the insured's insurance must not have an irrevocable beneficiary.

Who may request an accelerated payment of the death benefit?

You may request an accelerated payment of the insurance on your life or on the life of a spouse or dependent child insured under your certificate.

Is the request for an accelerated benefit voluntary?

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

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

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

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

Do you have to take the entire accelerated benefit?

No. You may choose to receive a partial accelerated benefit. If you do so, the insured's remaining coverage will stay in force.

If you elect to receive only a partial accelerated benefit amount available under this supplement, the insured's remaining death benefit under the certificate must be at least \$25,000.

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

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

If you elect to accelerate the full amount of an insured's death benefit, the insured's coverage and all other benefits under the certificate and any certificate supplements for that insured will end. If such termination causes a certificate holder's covered spouse or dependent children to lose coverage, each of them will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the certificate to which this supplement is attached.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under 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 you unless you validly assign them otherwise. If you die before all payments have been made, we will pay the remainder to the beneficiary named under this certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

Termination

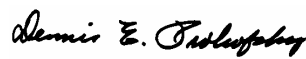
When does an insured's coverage under this supplement terminate?

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

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel the Accelerated Benefits Policy Rider; or
- (2) the date the group policy is terminated.


Secretary


President

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN
INSOLVENCY UNDER THE MINNESOTA LIFE AND HEALTH
INSURANCE GUARANTY ASSOCIATION LAW

If the insurer who issued your life insurance, annuity or health insurance policy becomes impaired or insolvent, you are entitled to compensation for your policy from the assets of that insurer. The amount you recover will depend on the financial condition of the insurer.

In addition, residents of Minnesota who purchase life insurance, annuities or health insurance from insurance companies authorized to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes financially impaired or insolvent. This protection is provided by the Minnesota Life and Health Insurance Guaranty Association.

Minnesota Life and Health Insurance Guaranty Association
4760 White Bear Parkway
Suite 101
White Bear Lake, Minnesota 55110
651-407-3149

The maximum amount the Guaranty Association will pay for all policies issued on one life by the same insurer is limited to \$300,000. Subject to this \$300,000 limit, the Guaranty Association will pay up to \$300,000 in life insurance death benefits, \$100,000 in net cash surrender and net cash withdrawal values for life insurance, \$300,000 in health insurance benefits, including any net cash surrender and net cash withdrawal values, \$100,000 in annuity net cash surrender and net cash withdrawal values, \$300,000 in present value of annuity benefits for annuities which are part of a structured settlement or for annuities in regard to which periodic annuity benefits, for a period of not less than the annuitant's lifetime or for a period certain of not less than ten years, have begun to be paid on or before the date of impairment or insolvency, or if no coverage limit has been specified for a covered policy or benefit, the coverage limit shall be \$300,000 in present value. Unallocated annuity contracts issued to retirement plans, other than defined benefit plans, established under Section 401, 403(b) or 457 of the Internal Revenue Code of 1986, as amended through December 31, 1992, are covered up to \$100,000 in net cash surrender and net cash withdrawal values, for Minnesota residents covered by the plan provided, however, that the Association shall not be responsible for more than \$7,500,000 in claims from all Minnesota residents covered by the plan. If total claims exceed \$7,500,000, the \$7,500,000 shall be prorated among all claimants. These are the maximum claim amounts. Coverage by the Guaranty Association is also subject to other substantial limitations and exclusions and requires continued residency in Minnesota. For example, coverage is excluded for any portion of a policy or contract for which you have assumed investment risk. Therefore, coverage would not be available for contract values in an insurer's separate accounts. If your claim exceeds the Guaranty Association's limits, you may still recover a part or all of that amount from the proceeds of the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell life and health insurance in Minnesota after the insolvency occurs. Claims are paid from this assessment.

THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF LIFE, ANNUITY OR HEALTH INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL LIFE, ANNUITY AND HEALTH INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

MINNESOTA LIFE

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

GROUP TERM LIFE CERTIFICATE OF INSURANCE