

Rev. 9-2004

**POLICYHOLDER: The Board of Trustees of the
Virginia Retirement System**

POLICY NUMBERS: 29413-G, 29414-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.

Dennis E. Folsom
Secretary

Robert L. Sander
President

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GROUP TERM LIFE CERTIFICATE OF INSURANCE

GENERAL INFORMATION

POLICYHOLDER: The Board of Trustees of the Virginia Retirement System **POLICY NOS.:** 29413-G
29414-G

PARTICIPATING EMPLOYERS: Those employers participating in the plan as provided for under Title 51.1 of the Code of Virginia.

POLICY EFFECTIVE DATE: January 1, 1999

This certificate applies to you only if you are eligible for the insurance and become insured under the provisions of the certificate. Optional and dependents insurance applies to you only if you apply for it and make the required premium contributions.

GROUP: The group is composed of the following classes of persons, hereinafter referred to as employees or individually as an employee, of the Commonwealth of Virginia and of its political subdivisions, including certain retired employees:

- (1) Teachers, as defined in Article 1, Chapter 1 of Title 51.1 of the Code of Virginia;
- (2) State employees, as defined in Article 1, Chapter 1 of Title 51.1 of the Code of Virginia;
- (3) Members of the State Police Officers' Retirement System;
- (4) Members of the Judicial Retirement System;
- (5) Regular full-time employees of a political subdivision participating in the Virginia Retirement System, subject to policyholder approval. In order for coverage to become effective, 75% of the eligible employees must elect to become covered on the effective date of coverage of the political subdivision. Any employee of a political subdivision who notified his or her employer prior to the effective date of coverage that he or she desired not to be insured, may thereafter become insured only upon furnishing at his or her own expense evidence of insurability satisfactory to us;
- (6) Regular full-time employees of a local school board who participate in the retirement plan of a local government which provides group life insurance for its employees under the group policies;
- (7) Members of the Virginia Law Officers' Retirement System (eff. October 1, 1999).

Each employee of a State institution of higher education or of a local school board who remains in the service of such institution of higher education or local school board until the completion of the school year ending in June and who makes contributions required to provide insurance coverage under the group policies until service normally will be resumed the beginning of the next school year shall, for insurance purposes, be deemed to be in service as an employee through the period to which the payments apply.

Any political subdivision which has group life insurance with any insurance company or non-profit association may continue that group life insurance but shall not, while that insurance is in effect, participate in the group insurance provided in the group policies. Upon discontinuance of such other group life insurance, the political subdivision may,

GROUP:
(Continued)

subject to the approval of the policyholder, elect to participate in the insurance provided under the group policies provided 75% of its eligible employees elect to become insured on the date prescribed by the policyholder. Any employee of a political subdivision who notified his or her employer prior to the effective date of coverage of that political subdivision that he or she desired not to be insured may thereafter become insured only upon furnishing at his or her own expense evidence of insurability satisfactory to us. Any person who subsequently becomes a member of a group or class covered under this policy shall be eligible for group life insurance according to the terms of the group policy.

ENROLLMENT PERIOD:

31 days from the first day of eligibility.

WAITING PERIOD:

Varies by participating employer practices and therefore will be as determined by each participating employer.

MINIMUM HOURS PER WEEK REQUIREMENT:

Varies by participating employer practices and employee classification and therefore will be as determined by each participating employer.

CERTIFICATE HOLDER:

An employee who meets the eligibility requirements and becomes 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

BASIC TERM LIFE INSURANCE AMOUNT:

Eligible Class

Amount of Basic Insurance

All employees

Two times creditable compensation, such creditable compensation being rounded to the next higher \$1,000 if not already a multiple thereof.

OPTIONAL TERM LIFE INSURANCE AMOUNT:

Eligible Class

Amount of Optional Insurance

All employees

One, two, three or four times creditable compensation, such creditable compensation being rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$600,000, such maximum being increased in accordance with section 51.1-512 of the Code of Virginia.

BASIC AND OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE AMOUNT:

Eligible Class

Amount of Basic and Optional Insurance

All employees

An amount equal to the amount of basic and optional term life insurance for which the insured is insured under the certificate, except that it shall terminate upon retirement or separation from service.

AD&D insurance is in addition to life insurance, so if an insured suffers a covered accidental death, payment will be made under both the life insurance coverage and the AD&D insurance coverage.

SPECIAL RULES FOR THOSE WITH 20 OR MORE YEARS OF CREDITABLE SERVICE:

For any employee, who at any time has at least 20 years of creditable service in any retirement plan administered by the Virginia Retirement System or other Virginia public plan participating in the group life program, the amount of basic life insurance shall be an amount equal to twice the amount of the highest creditable compensation earned during such employment. For any employee who returns to covered employment after retiring on or after July 1, 1999 with at least 20 years of creditable service in any retirement plan administered by the Virginia Retirement System or other Virginia public plan participating in the group life program, the amount of basic insurance shall be the greater of the amount of insurance he or she would have been eligible for had he or she remained a retiree or twice the amount of his or her current creditable compensation.

The provisions of the "Retirement Reductions" section of this specification page shall apply to the amount of basic life insurance as determined by the above formula for such employees who retire on or after July 1, 1999 with at least 20 years of creditable service.

COVERAGE DURING DISABILITY:

For employees who participate in the disability program described in Chapter 11 of Title 51.1 of the Code of Virginia, the following will apply:

During periods of absence covered by short-term disability benefits, the amount of the life and AD&D insurance shall be based on the employee's creditable compensation at the commencement of the disability and shall be adjusted to include salary increases awarded during the period covered by short-term disability benefits.

During periods of absence covered by long-term disability benefits, the amount of the life and AD&D insurance shall be based on the creditable compensation of the employee at the commencement of the disability. Such amount shall (a) not include salary increases awarded during the period covered by long-term disability benefits and (b) be increased annually by an amount recommended by the actuary of the Virginia Retirement System and approved by the Board of Trustees of the Virginia Retirement System.

For employees who do not participate in the disability program described in Chapter 11 of Title 51.1 of the Code of Virginia, the amount of the life and AD&D insurance during a period of disability shall be based on the creditable compensation of the employee at the commencement of the disability.

Coverage during a disability retirement is addressed in the following section.

RETIREMENT REDUCTIONS:
(Basic Life Insurance)

For employees who retire prior to July 1, 2001:

The amount of basic life insurance on an insured employee who retires (a) for service on an immediate retirement allowance or who elects to postpone the receipt of his or her retirement allowance to some date other than his or her last day of service shall be an amount equal to the amount of basic insurance as determined by the schedule above on the date the insured employee last rendered service, reduced by an amount equal to two percent thereof for each full calendar month following the date the insured employee is separated from service, or (b) for disability on an immediate retirement allowance shall be the amount of basic life insurance as determined by the schedule above on the date

RETIREMENT REDUCTIONS:
(Basic Life Insurance)
(Continued)

the insured employee last rendered service, reduced by an amount equal to two percent thereof for each full calendar month following the date he or she attains age 65, except that the amount of basic life insurance on an insured employee who is retired for disability on an immediate retirement allowance, who has attained age 55 and who elects to receive a retirement allowance as defined in Article 1, Chapter 1 of Title 51.1 of the Code of Virginia shall be an amount as described in the schedule above reduced by an amount equal to two percent thereof for each full calendar month following the date on which such insured employee elects to receive such retirement allowance.

If an employee has, by statute or by regulation of the policyholder and pursuant to the provisions of the above section entitled "Group," been construed to be in service to the beginning of the next school year, the reduction, whether for retirement for service or disability, shall not apply until the beginning of the next school year.

For employees who retire on or after July 1, 2001:

The amount of basic life insurance on an insured employee who retires (a) for service on an immediate retirement allowance or who elects to postpone the receipt of his or her retirement allowance to some date other than his or her last day of service shall be an amount equal to the amount of basic insurance as determined by the schedule above on the date the insured employee last rendered service, reduced by an amount equal to twenty-five percent thereof on the second January 1 following the date the insured employee is separated from service and January 1 of each year thereafter, or (b) for disability on an immediate retirement allowance shall be the amount of basic life insurance as determined by the schedule above on the date the insured employee last rendered service, reduced by an amount equal to twenty-five percent thereof on the second January 1 following the date he or she attains age 65 and January 1 of each year thereafter, except that the amount of basic life insurance on an insured employee who is retired for disability on an immediate retirement allowance, who has attained age 55 and who elects to receive a retirement allowance as defined in Article 1, Chapter 1 of Title 51.1 of the Code of Virginia shall be an amount as described in the schedule above reduced by an amount equal to twenty-five percent thereof on the second January 1 following the date on which such insured employee elects to receive such retirement allowance and January 1 of each year thereafter.

For all retirees (regardless of date of retirement):

In no event shall the reduction in any of these circumstances decrease the amount of basic life insurance on an insured employee to less than 25 percent of the amount of basic life insurance to which the reduction is applied.

Any employee who was denied membership in the Retirement System because of having attained age 60 at the time of being employed or reemployed and who has five or more years of service immediately prior to separation from service shall retain the life insurance coverage as though he or she had retired on an immediate retirement allowance.

Basic retiree life insurance shall terminate on the earlier of (a) the date preceding the first day the employee again becomes an eligible employee under this certificate, other than as a retiree, and (b) the date the policy terminates.

RETIREMENT REDUCTIONS:

(Basic Life Insurance)

(Continued)

If a retiree returns to covered employment with an employer who is not participating under this certificate, the retiree’s basic coverage will remain in effect without further reduction. Reductions described above shall resume upon return to a retirement status.

All accidental death and dismemberment insurance terminates at retirement.

RETIREMENT CONTINUATION:

(Optional Life Insurance)

The amount of optional life insurance (but not accidental death and dismemberment insurance) on an insured employee who is retired for disability on an immediate retirement allowance under a plan administered by the policyholder may be continued during continuance of that disability but not beyond the end of the month in which the employee attains age 65.

The amount of optional life insurance (but not accidental death and dismemberment insurance) on an insured employee who retires for service on an immediate retirement allowance, or on an employee who retired for disability on an immediate retirement allowance and who attains age 65, may be continued provided the retiree was continuously insured for optional life insurance under the group policy for a period of at least 60 continuous months prior to retirement, or prior to reaching age 65 for a disability retirement.

Such continuation must be elected by the employee within 31 days of the date he or she retires, or within 31 days of the end of the month in which he or she attains age 65 for a disability retirement.

The amount of life insurance that can be continued is either one or two times creditable compensation, subject to a maximum of the lesser of:

- (a) the amount of optional life insurance in force on the date of retirement (or at age 65 for a disability retirement); or
- (b) \$200,000

The amount of insurance shall never increase, though an insured retiree with two times creditable compensation may elect to reduce it to one times creditable compensation at any time.

Such continued optional insurance shall reduce upon the first day of the month coinciding with or next following the retiree’s 65th, 70th and 75th birthdays, as follows:

| <u>Age of Retiree</u> | <u>Amount of Insurance as A Percentage of Amount Prior to Attaining Age 65</u> |
|-----------------------|--|
| 65 – 69 | 75% |
| 70 – 74 | 50% |
| 75 – 80 | 25% |

If election of continuation occurs at age 65 or later, the amount of insurance a retiree elects to continue shall be immediately reduced to the applicable percentage above for his or her current age.

RETIREMENT CONTINUATION:

(Optional Life Insurance)

(Continued)

Optional retiree life insurance shall cease upon the earliest of:

- (1) the date the retiree attains age 80; or
- (2) 31 days (the grace period) after the due date of any premium which is not paid; or
- (3) the day the insured returns to employment and eligibility for active employee life insurance under this certificate; or
- (4) the date the group policy terminates.

All accidental death and dismemberment insurance terminates at retirement.

**STATUTORY PROVISION ON
RETIREE BENEFITS:**

Overpayments from benefits received under the Virginia Retirement System, the State Police Officers' Retirement System, the Virginia Law Officers' Retirement System, the Judicial Retirement System, the Virginia Sickness and Disability Program, or Health Insurance Credits for Certain Retirees may be deducted from life insurance benefits payable under the group policy.

DEFINITION OF RETIREE:

An employee shall be deemed to have "retired" or "retires" only if such employee has five or more years of service as an employee prior to such date of retirement; otherwise no life insurance shall be continued into retirement. This requirement shall not be applicable if the employee is retired for disability.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance may be noncontributory or contributory based on the participating employer's practices. Optional insurance is always contributory insurance.

GUARANTEED ISSUE AMOUNT:

All amounts of basic insurance are guaranteed issue; evidence of insurability is required in certain circumstances as described in this certificate.

For optional insurance, the guaranteed issue amount is the multiple of the employee's creditable compensation that is equal to or less than \$300,000. Coverage must be elected within 31 days of initial eligibility in order to be guaranteed issue.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in this certificate and for amounts of insurance greater than the guaranteed issue amount.

**EFFECTIVE DATE OF INCREASES/
DECREASES DUE TO CHANGE IN
ELIGIBLE CLASS OR EARNINGS:**

The date of the change in eligible class or earnings.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE AMOUNT:

The amount of dependents insurance available for an employee is based on the amount of life insurance the employee is insured for, as follows:

| <u>Eligible Class</u> | <u>Amount of Life Insurance</u> | |
|-----------------------|--------------------------------------|---|
| All employees | <u>Amount of Employee Insurance</u> | <u>Amount of Dependents Insurance</u> |
| | One times creditable compensation: | Spouse: One-half times the employee's creditable compensation Children: \$10,000 |
| | Two times creditable compensation: | Spouse: One times the employee's creditable compensation Children: \$10,000 |
| | Three times creditable compensation: | Spouse: One and one-half times the employee's creditable compensation Children: \$20,000 |
| | Four times creditable compensation: | Spouse: Two times the employee's creditable compensation Children: \$30,000 |

Spouse insurance is subject to a maximum of \$300,000.

DEPENDENTS ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE AMOUNT:

| <u>Eligible Class</u> | <u>Amount of Insurance</u> |
|-----------------------|---|
| All employees | An amount equal to the amount of dependents term life insurance for which the insured is insured under the certificate. |

AD&D insurance is in addition to life insurance, so if an insured suffers a covered accidental death, payment will be made under both the life insurance coverage and the AD&D insurance coverage.

COVERAGE DURING DISABILITY:

Dependents life insurance may be continued during disability as long as the employee life insurance is being continued.

RETIREMENT CONTINUATION:

The amount of dependents life insurance (but not accidental death and dismemberment insurance) an insured employee has on his or her dependents for an employee who is retired for disability on an immediate retirement allowance under a plan administered by the policyholder may be continued during continuance of that disability but not beyond the end of the month in which the employee attains age 65.

Dependents life insurance in force on the spouse or child of an employee who retires for service on an immediate retirement allowance, or for an employee who retired for disability on an immediate retirement allowance who attains age 65, may be continued provided the employee had such spouse or child insurance for a period of at least 60 continuous months prior to retirement, or prior to reaching age 65 for a disability retirement, and provided that the employee is continuing his or her own optional insurance.

Such continuation must be elected by the employee within 31 days of the date he or she retires, or within 31 days of the end of the month in which he or she attains age 65 for a disability retirement.

The amount of life insurance available to be continued on a spouse shall be one-half the amount of optional insurance being continued by the retired employee. Therefore, it will reduce when the retired employee's insurance reduces at ages 65, 70 and 75. Spouse insurance will terminate when the retired employee's insurance terminates or when the spouse is no longer an eligible spouse under the policy.

The amount of life insurance available to be continued on dependent children shall be the amount of child life insurance in force on the date of retirement (or at age 65 for a disability retirement) or any smaller schedule of insurance available to active employees under this policy. However, the amount of insurance on a child may not exceed the amount of insurance on the life of the retired employee.

Child insurance will not reduce, unless the retired employee requests that it be reduced. It may never be increased. It will terminate when the retired employee's insurance terminates or when the child no longer is an eligible child under the policy.

All dependents accidental death and dismemberment insurance terminates at retirement.

AGE REQUIREMENTS:

Children are eligible if they are 15 days old or older, but have not attained the age of 21, or have not attained the age of 25 if a full-time student in an accredited educational institution or of any age if such child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and who is chiefly dependent on the insured for financial support and maintenance. We must receive due proof of such incapacity and dependency within 31 days of the child's initial eligibility date. We may require subsequent proof of the insured child's incapacity and dependency but not more frequently than annually after the two-year period following the child's initial eligibility. Coverage for an incapacitated child may be continued until the end of the third month following the date he or she is no longer incapacitated.

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

For those in an eligible class on January 1, 1999: An amount equal to the amount of contributory insurance for which they were insured under Life of Virginia's Policy No. G-4815 on December 31, 1998. For all other dependents: All insurance for children is guaranteed issue, the guaranteed issue amount for spouse insurance is one-half times the employee's annual earnings.

EVIDENCE OF INSURABILITY:

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

ADDITIONAL INFORMATION

SUPPLEMENTS TO THE CERTIFICATE - These forms are found in the back of this booklet.

Accidental Death and Dismemberment

Dependents Term Life - Applies to you only if you apply for and become insured for dependents insurance under the group policy.

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.

certificate effective date

The date your coverage under this certificate becomes effective.

contributory insurance

Insurance for which you are required to make premium contributions.

creditable compensation

Your basic annual rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation. As an exception to this, creditable compensation for a member of the General Assembly shall be his or her creditable compensation for his or her last full calendar year of service or his or her salary under Title 14.1-17.1 of the Code of Virginia, whichever is greater, and shall include the full amount of any salaries payable to such member for working in covered positions, regardless of whether such salaries were paid, reduced, or not paid because of such member's service in the General Assembly. Also, the creditable compensation for an employee retired for service or disability on an immediate retirement allowance shall be determined by the policyholder in accordance with the provisions of Article 1, Chapter 1 of Title 51.1 of the Code of Virginia as used to determine such employee's average final compensation.

employee

An individual who is employed by the policyholder or by a participating employer. 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 participating employers.

evidence of insurability

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

group policy

Collectively, the basic term life insurance policy 29413-G and if applicable, the optional term life insurance policy 29414-G

insured

A person who is eligible for and becomes insured under the terms of this certificate.

non-work day

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

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

noncontributory insurance

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

participating employer

Any state agency, public school division or political subdivision approved for participation in the group policy.

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.

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

An employee who meets the eligibility requirements and become insured under the group policy.

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 attached application as defined in this certificate will be considered representations and not warranties. Also, any statement made relating to your insurability or the insurability of your dependents, will not be used to void your insurance nor defend against a claim unless the statement is contained in a written instrument signed by you and a copy of the statement has been provided to you, your beneficiary or your personal representative.

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?", unless on approved leave of absence, an eligible retiree or an eligible deferred annuitant.

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. As an exception, increases in the amount of insurance will be allowed in accordance with Chapter 11 of Title 51.1 of the Code of Virginia.

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 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 required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) you are an employee of a political subdivision who notified your employer prior to the effective date of coverage for that political subdivision that you desired not to be insured and thereafter desire to become insured.

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 as described in the Financial Agreement made between Minnesota Life and the policyholder effective January 1, 1999, and any subsequent Financial Agreement replacing such original Agreement.

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. 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 January 1 next following 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.

Except as provided for under Chapter 11 of Title 51.1 of the Code of Virginia, 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 due proof that you died while insured under this certificate. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. 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 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 a participating employer 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 survive you. In the event a beneficiary does not survive you, 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 all of your named beneficiaries predecease you, or if you do not name a beneficiary, we will pay the death benefit to:

- (1) your lawful spouse if living; otherwise
- (2) your natural or legally adopted child (children) and descendants of deceased children, per stirpe, if living; otherwise
- (3) your parents in equal shares, if living; otherwise
- (4) the personal representative of your estate; otherwise
- (5) your next of kin entitled under the laws of your domicile at the time of your death.

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 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, except that insurance shall continue until the end of the month you terminate employment other than for disability retirement; 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 optional insurance be reinstated after termination?

Yes. When you are on a leave of absence without pay and your coverage terminates because of nonpayment of premiums, and you become eligible again and in active employment status, your coverage may be reinstated provided you resume premium payment within 31 days of the date you are eligible and return to active employment status.

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 without evidence of insurability or satisfaction of any waiting period. Your amount of 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) the end of the day preceding any due date given by us if the policyholder does not agree to any change in the Financial Agreement proposed by us, provided that the premium due date of such change is at least 30 days after receipt by the policyholder of written notice of termination; or
- (4) the end of a policy year provided we give the policyholder at least 60 days prior notice of such termination. However, if notice of termination is given because of a change in the statutes authorizing the purchase of the group insurance provided in the group policy, notice may be given no earlier than the date of enactment of such change, in which event termination shall take effect, unless otherwise mutually agreed upon by the policyholder and us, on the effective date of that change or the date 60 days after receipt of such written notice by the policyholder, whichever date is later.

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 because you move from one existing eligible class to another, or you are no longer in an eligible class.

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

Under the conversion right, you may convert your insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability benefits, 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.

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 and a copy of the statement has been provided to you, your beneficiary or your personal representative.

Can your insurance be assigned?

Yes. You may make an irrevocable assignment of your group life insurance and any individual conversion policy that may be issued upon termination of your group life insurance by executing an assignment on a form prepared by us or the policyholder. Collateral assignments are not allowed. Dependents insurance cannot be assigned. The insurance provided herein and all proceeds therefrom shall be exempt from levy, garnishment and other legal process.

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 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 an insured's 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 the insured's 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 the insured's coverage under this supplement is in force. The insured's death or dismemberment must occur within 90 days after the date of the injury and while the insured's coverage under this supplement is in force.

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

- (1) self destruction, self-inflicted injury, suicide or attempted suicide, whether sane or insane; or
- (2) the insured's participation in or attempt to commit a crime or 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, unless under the direction of a physician; or

- (5) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- (6) war or any act of war, whether declared or undeclared.

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

This coverage is in addition to the life insurance coverage. If an insured should suffer a covered accidental death, a payment would be made both under this coverage and under the life insurance coverage. The amount of the benefit paid under this coverage is determined by the loss, as follows:

| FOR LOSS OF | AMOUNT OF BENEFIT |
|---------------------------------------|----------------------------|
| Life | Full Amount of Insurance |
| Both Hands or Both Feet | Full Amount of Insurance |
| Sight of Both Eyes | Full Amount of Insurance |
| One Hand and One Foot | Full Amount of Insurance |
| One Foot and Sight of One Eye..... | Full Amount of Insurance |
| One Hand and Sight of One Eye..... | Full Amount of Insurance |
| Sight of One Eye..... | 50% of Amount of Insurance |
| One Hand or One Foot | 50% of Amount of Insurance |

The amount of insurance is shown on the specifications page attached to your certificate. Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight means the entire and irrecoverable loss of sight which cannot be corrected by medical or surgical treatment or by artificial means.

No more than the full amount of insurance shall be payable for all losses which result from one accident.

When will the accidental death and dismemberment benefit be payable?

We will pay the accidental death and dismemberment benefit upon due proof that the insured died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the insured's 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 or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

We pay the accidental 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, if alive at the time of payment, otherwise to the person or persons entitled to receive your death benefit under the terms of your certificate.

Additional Benefits

Repatriation Benefit

What is the Repatriation Benefit?

If, as a result of a covered accident, an insured employee dies at least 75 miles from his or her principle residence, an additional accidental death benefit shall be paid for the preparation and transportation of the employee to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of Minnesota Life. This may or may not be the beneficiary for the rest of the accidental death proceeds. Minnesota Life may at its sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by Minnesota Life will be final and fully release and discharge Minnesota Life from any further liability under this benefit plan.

Seat Belt Benefit

What is the Seat Belt 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 vehicle, we will pay an additional benefit equal to the lesser of 10% of the amount of Basic AD&D insurance otherwise payable due to the death or dismemberment or \$50,000, provided:

- (1) the private passenger vehicle is equipped with a safety restraint system; and
- (2) such safety restraint system was in proper use by the insured employee at the time of the accident, as certified in the official accident report or by the official investigating officer; and
- (3) at the time of the accident, the driver of the private passenger vehicle held a current license to operate a private passenger vehicle and was not intoxicated, driving while impaired or under the influence of alcohol or drugs, as is defined or determined under applicable law.

“Safety restraint system” means a properly installed seatbelt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety

Administration or any successor governmental agency. The term excludes an air bag safety system.

“Private passenger vehicle” means:

- (1) any validly registered private passenger car, jeep, pick-up truck or van-type that is not licensed commercially or being used for commercial purposes; or
- (2) any vehicle required to be used in conjunction with an employee’s job with the State of Virginia or a participating employer under the plan, provided the vehicle is being used in such capacity.

Private passenger vehicle does not include any public vehicle provided by a common carrier for passenger service.

Felonious Assault Benefit

What is the felonious assault benefit?

If an insured employee dies or suffers a covered dismemberment as a result of a covered accident caused by a felonious assault committed by other than an immediate family member, we will pay an additional accidental death or dismemberment benefit equal to the lesser of 25% of the amount of Basic AD&D insurance otherwise payable due to such accidental death or dismemberment or \$50,000.

In addition, if:

- (1) an insured employee dies as a result of a covered accident caused by a felonious assault committed by other than an immediate family member; and
- (2) such insured employee has a qualifying child at the time of such accident, then

we will pay a benefit to go towards a savings trust account to be opened for each qualifying child pursuant to the Virginia College Savings Plan (§ 23-38.75 et seq. of the Code of Virginia). The benefit for each qualifying child will be in an amount approximately equal to the current cost of purchasing in full a prepaid tuition contract for tuition and mandatory fees at a four-year public institution of higher education in the Commonwealth, as determined under § 23-38.75 et seq. of the Code of Virginia. Specific benefits of the savings trust account shall be as defined by the Virginia College Savings Plan.

Funds in a savings trust account opened on behalf of a qualifying child shall be used for qualified higher education expenses at eligible institutions, both as defined in § 529 of the Internal Revenue Code of 1986, as amended, or other applicable federal law, as determined by the Board of the Virginia College Savings Plan.

"Felonious assault" means a physical assault:

- (1) by another person resulting in bodily harm to an insured employee;
- (2) that takes place while such employee is performing his or her customary duties at the employer's normal place of business or at other places the employer's business requires him or her to travel;
- (3) that involves the use of force or violence with the intent to cause harm; and
- (4) that is a felony or misdemeanor under applicable law.

"Qualifying child" means a dependent child less than eighteen years of age, or if eighteen years of age or older, a dependent child enrolled in high school.

"Dependent child" means any of the following children:

- (1) the insured employee's unmarried natural or legally adopted children who are not self-supporting; or
- (2) the insured employee's unmarried stepchildren living full time with the insured employee in a parent-child relationship and who can be claimed as a dependent on the insured employee's federal income tax return; or
- (3) any other children if they are in the insured employee's court-ordered custody; or
- (4) other dependent children of the employee's family who are eligible for coverage under the family membership program offered under policies and procedures of the Department of Human Resource Management governing health insurance plans administered pursuant to § 2.1-20.1 or § 2.1-20.1:02.

"Immediate family member" means the insured employee's spouse, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

Termination

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

An insured's coverage ends on the earliest of:

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

When does this 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 the insured 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.

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:

- (1) your lawful spouse, provided there is no final divorce decree between you and your spouse, who is not eligible for insurance as an employee under the group policy and who meets any age requirements as shown on the specifications page attached to your certificate; and
- (2) your children who meet the age requirements as shown on the specifications page attached to your certificate. "Children" shall mean your unmarried, natural or legally adopted children who are not self-supporting; your unmarried step-children living full time with you in a parent-child relationship who can be claimed as a dependent on your federal income tax return; any other children if they are in your permanent court-ordered custody; and other children who have been determined by the Virginia Department of Personnel and Training as eligible for the "other children" category (state employees only).

A dependent is not eligible if on active full-time duty in the armed forces unless that duty is for training only for a duration of 30 days or less.

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, provided no additional premium is required. If an additional premium is required, the insurance of such later acquired dependent shall be effective under the same conditions which apply if you were then first becoming eligible for dependents insurance under the group policy.

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.

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 at the time of payment, otherwise to the person or persons entitled to receive your death benefit under the terms of your certificate.

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.


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.

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 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?

The accelerated benefit will be equal to the death benefit, subject to the minimum and maximum death benefit eligible for an accelerated benefit described in a later section.

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 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. We reserve the right to charge an additional processing charge.

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 your 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

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

Minnesota Life Insurance Company
Richmond Branch Office
P.O. Box 1193
Richmond, VA 23218-1193
Telephone: 1-800-441-2258

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Life and Health Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218

1-800-552-7945 (Toll Free Within Virginia)

(804) 371-9691 (For Out-Of-State Callers)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, the company, or the Bureau of Insurance, have your policy number available.

BENEFICIARY DESIGNATION MAY NOT APPLY IN THE EVENT OF ANNULMENT OR DIVORCE

Under Virginia Law (Virginia Code §20-111.1), a revocable beneficiary designation in a policy or contract owned by one spouse that names the other spouse as beneficiary becomes void upon the entry of a decree of annulment or divorce, and the death benefit prevented from passing to a former spouse will be paid as if the former spouse had predeceased the decedent. In the event of annulment or divorce proceedings, and if it is the intent of the parties that the beneficiary designation of the former spouse is to continue, you are advised to make certain that one of the following courses of action is taken prior to the entry of a decree or annulment or divorce; (i) change the beneficiary designation to make it irrevocable; (ii) change the ownership of the policy or contract; (iii) execute a separate written agreement stating the intention of both parties that the beneficiary designation is to remain in effect beyond the date of entry of the decree of annulment or divorce; or (iv) make certain that the decree of annulment or divorce contains a provision stating the beneficiary designation is not to be revoked pursuant to §20-111.1.



Secretary



President

MINNESOTA LIFE

Minnesota Life Insurance Company

Richmond Branch Office
P.O. Box 1193
Richmond, VA 23218-1193
1.800.441.2258