

INSURING EMPLOYEES OF:

THE CITY OF SAINT PAUL, MINNESOTA

GROUP POLICY NO. 27215-G

GROUP POLICY NO. 27216-G

Certificate

You are insured under Group Policy No. 27215-G for Basic Life Insurance. You and/or your dependents may also be insured under Group Policy No. 27216-G for Additional Life Insurance if you apply for such coverage, agree to make the required premium contributions and are accepted by Minnesota Life. Except for coverage on dependent children which is life insurance only, both policies include benefits for Accidental Death, Dismemberment and Loss of Sight. The insurance is subject in every respect to the terms of the policies under which the coverage is provided. The Group Policies may be amended, cancelled, or discontinued by agreement between Minnesota Life and the Policyholder. This Certificate describes the most important provisions of the Group Policies as they affect your insurance. The effective date of your insurance or increase in the amount of insurance is independently determined for each policy and conditioned on your being actively at work on the effective date. If you are not actively at work on the scheduled effective date, such insurance shall become effective on the first day of your return to active work. This Certificate replaces any and all Certificates of Coverage issued to you under the above numbered Group Policies. Read it carefully. Keep it in a safe place known to your family.

Employee Life Coverage

BASIC LIFE INSURANCE. The amount of your Basic Life Insurance is determined by your employment agreement with your employer.

ADDITIONAL LIFE INSURANCE. You may obtain Additional Life Insurance by making application and agreeing to make the required premium contributions. In addition, depending on when you apply, your age and the amount selected, you may be required to furnish satisfactory evidence of your insurability to Minnesota Life. Amounts are available in \$5,000 increments up to a maximum Additional Life Insurance amount of \$300,000.

If you are covered by Additional Life Insurance, and you desire to increase the amount of your Additional Life Insurance, satisfactory evidence of your insurability will be required and the increase will become effective only upon approval by Minnesota Life.

PAYMENT OF BENEFITS. Minnesota Life will pay the amount of your Group Life Insurance to your beneficiary within two months after receipt of due proof of death while insured under the Group Policies. Payment will be made in a single sum unless you have elected one of the installment payment options then available. If the death benefit 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.

BENEFICIARY DESIGNATION. You may name one or more beneficiaries by filing written notice of your beneficiary designation through The City of St. Paul. When your beneficiary designation is filed, it will relate back and take effect as of the date you signed the notice but without prejudice to Minnesota Life on account of any payment made before notice is filed. You may change your beneficiary at any time without the beneficiary's consent by completing a new designation in the same manner.

If you do not designate a beneficiary, or if there is no named beneficiary surviving at the time of your death, the amount of your insurance will be paid according to the following order of priority: 1. Your surviving lawful wife or husband; 2. Your surviving children in equal shares; 3. Your surviving parents in equal shares; 4. The duly appointed legal representative of your estate. "Children" means only first generation lawful bodily issue, and legally adopted children.

TERMINATION. Your insurance, unless continued in force, if you qualify, by your exercise of the continued insurance provisions described in this certificate, shall terminate automatically on whichever of the following occurs first.

- (a) The Group Policies are discontinued or amended in such a way that you are no longer eligible. Unless the Group Policies are being replaced by substantially similar group term life policies, we will notify you 30 days in advance of any termination of the Group Policies by Minnesota Life. In no event shall terms of this section extend coverage under the Group Policies more than 120 days beyond the date coverage would otherwise terminate; or

- (b) You terminate employment (including retirement on pension) with the Policyholder; or
- (c) In the case of Additional Life Insurance, the end of the last period for which you have made the required premium contribution.

If, while insured under either of the Group Policies you are; (a) on paid sick leave, (b) on paid leave of absence, or (c) receiving Worker's Compensation payments from the Policyholder, you shall be deemed for the purpose of the Group Policies to be in continuing employment of the Policyholder during the time for which pay is continued or Worker's Compensation payments are received.

SUICIDE EXCLUSION. If you, whether sane or insane, die by suicide within two years of the effective date of your insurance, Minnesota Life's liability for your Additional Life Insurance will be limited to an amount equal to the premiums paid for such Insurance. If there has been an increase in your amount of Additional Life Insurance for which you were required to apply or for which Minnesota Life required evidence of insurability, and you die by suicide within two years of the effective date of the increase, Minnesota Life's liability with respect to that increase will be limited to the premiums paid and attributable to such increase. This provision does not apply to Basic Life Insurance.

Accidental Death, Dismemberment and Loss of Sight Coverage

This coverage is included as a part of your Basic and your Additional Life Insurance and is also included as a part of Spouse Life Insurance. If you or your insured spouse suffers bodily injury solely through violent and accidental means resulting in a loss specified below, Minnesota Life will pay the indicated amount immediately upon receipt of due proof of loss. However, injuries resulting from any cause listed under "Limitations" and losses arising more than 90 days after the date of injury are not covered.

FOR LOSS OF

Life.....	Principal Sum
Both Hands or Both Feet or	
Sight of Both Eyes	Principal Sum
One Hand and One Foot.	Principal Sum
One Foot and Sight of One Eye.....	Principal Sum
One Hand and Sight of One Eye.....	Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
One Hand or One Foot.....	One-Half of Principal Sum

Loss of hands or feet means complete severance through or above the wrist or ankle joints. Loss of sight means entire and irrecoverable loss of sight.

AMOUNT OF PRINCIPAL SUM. Your amount of Principal Sum shall equal the total amount of your life insurance in force under both Group Policies when loss is suffered.

The amount of Principal Sum for an insured spouse shall equal the spouse's life insurance in force under the Group Policy when loss is suffered. Amounts payable for this coverage for any one accident shall never exceed the Principal Sum nor reduce the group life insurance coverage. The amount payable for loss of life under this coverage is payable in addition to group life insurance.

PAYMENT OF BENEFITS. Amounts payable for loss of your life shall be paid to your beneficiary under the Group Policies. Benefits for your other losses shall be paid to you. Amounts payable for loss of your insured spouse's life shall be paid to you, if living, otherwise to the estate of the insured spouse. Benefits for other losses of your insured spouse shall be paid to the spouse.

LIMITATIONS. Benefits shall not be payable if death or other loss results from war, declared or undeclared, or any related act; travel or flight in or on any species of military aircraft, or participation as a passenger or otherwise in any military aviation or aeronautical operation; participation in or attempt to commit a felony; suicide or attempted suicide while sane or insane; or resulting directly or indirectly from any physical or mental infirmity, illness or disease; poisoning other than involuntary ingestion or inhalation or bacterial infection other than infection occurring simultaneously with and in consequence of an accidental cut or wound.

TERMINATION. This coverage shall continue only while group life insurance continues in force. This coverage may not be included in any insurance issued under the Conversion privilege of the Group Policies nor continued in force under the Benefit in Event of Disability provision of the Group Policies.

NOTICE OF PROOF. Written notice of injury on which claim may be based must be given within 30 days after the accident, and affirmative proof of loss must be furnished to Minnesota Life within 90 days after the date of loss. Such notice and proof are requirements of a valid claim, but failure to give notice or furnish proof within the required time shall not invalidate a claim if action was not reasonably possible prior to the actual date of presentment.

MEDICAL EXAMINATION AND AUTOPSY. Minnesota Life shall have the right and opportunity to have medical examiners of its choice examine the claimant whenever a claim is pending and, where not forbidden by law, the right and opportunity to make an autopsy in case of death.

Spouse Insurance Coverage

Spouse Life Insurance is available for your lawful wife or husband who is not separated from you. You may obtain Spouse Life Insurance by making application, agreeing to make the required premium contributions and furnishing satisfactory evidence of insurability with regard to your spouse to Minnesota Life if you apply for

an amount in excess of the guaranteed issue amount or if you apply after 30 days from when you are first eligible. Amounts are available in \$5,000 increments up to a maximum Spouse Life Insurance amount of \$300,000.

Should you desire to increase the amount of Spouse Life Insurance, satisfactory evidence of insurability with regard to your spouse will be required and the increase will become effective only upon approval by Minnesota Life.

PAYMENT OF BENEFITS. Minnesota Life will pay the amount of Spouse Life Insurance within two months after receipt of death while insured under the Group Policy. Payment will be made to you, if living, otherwise to the estate of the insured spouse.

TERMINATION. Spouse Life Insurance will terminate on whichever of the following occurs first.

- (a) The Group Policy is discontinued or amended in such a way that your spouse is no longer eligible. Unless the 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; or
- (b) You are no longer insured for Basic Life Insurance. In the event of your death, Spouse Life Insurance shall terminate on the premium due date next following death; or
- (c) The end of the last period for which you have made the required premium contribution; or
- (d) The date of marriage dissolution or legal separation from you.

SUICIDE EXCLUSION. If your spouse, whether sane or insane, dies by suicide within two years of the effective date of his or her insurance, Minnesota Life's liability for your Additional Life Insurance will be limited to an amount equal to the premiums paid for such Insurance. If there has been an increase in your spouse's amount of Additional Life Insurance for which you were required to apply or for which Minnesota Life required evidence of insurability, and your spouse dies by suicide within two years of the effective date of the increase, Minnesota Life's liability with respect to that increase will be limited to the premiums paid and attributable to such increase.

Childrens Insurance Coverage

Childrens Life Insurance is available for your unmarried children who are dependent upon you for their principal

support and maintenance provided they have attained the age of 14 days but have not attained the age of 21 years, or have not attained the age of 25 years if such children are full-time students at an accredited educational institution. "Children" means only first generation lawful bodily issue, legally adopted children, foster children and stepchildren.

You may obtain Childrens Life Insurance by making application, and agreeing to make the required premium contributions. In addition, depending upon when you apply, you may be required to furnish satisfactory evidence of insurability with regard to your children to Minnesota Life. The amount of insurance available for each child is \$10,000 except that the amount for a child age 14 days to six months is limited to \$1,000. No children's coverage is extended from birth to age 14 days.

If you acquire an additional child while Childrens Life Insurance is in effect for your other children, the additional child will be automatically insured on the date he or she satisfies the eligibility requirements stated above.

PAYMENT OF BENEFITS. Minnesota Life will pay the amount of Childrens Life Insurance for which a child is insured within two months after receipt of death while insured under the Group Policy. Payment will be made to you, if living, otherwise to your estate.

TERMINATION. Childrens Life Insurance will terminate on whichever of the following occurs first.

- (a) The Group Policy is discontinued or amended in such a way that your children are no longer eligible. Unless the 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; or
- (b) You are no longer insured for Basic Life Insurance. In the event of your death, Childrens Life Insurance shall terminate on the premium due date next following death; or
- (c) The end of the last period for which you have made the required premium contribution; or
- (d) The date an insured child no longer meets the eligibility requirements of the Group Policy.

The Following Provisions Apply To Basic, Additional, Spouse And Childrens Coverage

Minnesota Continuation Right

An insured employee residing in Minnesota who is laid off or who terminates employment, including retirement, may elect to continue his or her insurance under this policy, including any insurance he or she has on the lives of his or her spouse and dependent children, provided this policy remains in force for any active employee. The insured employee is considered laid off from employment if there is a reduction in hours to such an extent that he or she is no longer eligible for insurance under this policy. Termination does not include discharge for gross misconduct.

Upon layoff or termination of employment, the employer shall notify the insured employee of his or her rights under this section. The employee has 60 days from the later of the following to elect coverage:

- (1) the date his or her coverage would otherwise terminate; or
- (2) the date written notice of the right to continue his or her insurance is received by the employee.

Premiums for the continued insurance will be paid by the insured to you and then remitted by you to us. The amount of the premium charged shall not exceed 102% of the cost to 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.

The insured employee is eligible to continue his or her insurance under this policy until the earlier of the following:

- (1) he or she obtains insurance under another group policy; or
- (2) 18 months after his or her termination or layoff from employment.

When the continuation period ends, the insured employee, his or her insured spouse, or any of his or her insured dependent children 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 the insured employee, his or her insured spouse, or any of his or her insured dependent children.

All provisions of the conversion privilege section shall apply to this type of conversion. References to insured in all other provisions of the conversion privilege section shall mean the insured employee, his or her insured spouse, or any of his or her insured dependent children.

If the insured employee, his or her insured spouse, or any of his or her insured dependent children dies during the 60- day election period and before election was made to continue or to reject continuation, the insured will be considered to have elected continuation of coverage under this 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 Privilege

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

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

- (1) he or she moves from one existing eligible class to another; or
- (2) he or she is no longer in an eligible class; or
- (3) the policy is terminated; or
- (4) the policy is changed to reduce or terminate the insurance for that individual.

The conversion privilege is not available if the insured's coverage under this policy terminates due to failure to make, when due, required premium contributions.

The insured may convert his or her insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion. 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.

An insured converts his or her insurance by applying for an individual policy and paying the first premium within 31 days after the group insurance terminates. No evidence of insurability will be required. If the insured is a minor, his or her parent or legal guardian can convert the child's insurance.

We base the premium for the individual policy on the plan of insurance, the insured's age, and the class of risk to which the insured belongs on the date of the conversion. The individual policy takes effect 31 days after the group insurance provided under this policy terminates.

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

We will return any premium the insured paid for an individual policy to the insured's beneficiary named

under this policy. In no event will we be liable under both this policy and the individual policy.

The Group Policies pursuant to which this certificate is issued are held by the Policyholder in its offices at 240 City Hall, 15 W. Kellogg Blvd., Saint Paul, Minnesota, and may be examined there.

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

- (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

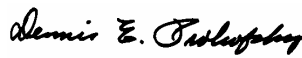
When does an insured's coverage under this supplement terminate?

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

Term Life Insurance Portability Certificate Supplement

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

MINNESOTA LIFE

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 for continuation of your group life insurance if you no longer meet the eligibility requirements of your certificate, except as provided for herein.

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

Who is eligible to continue insurance under this supplement?

You are eligible to continue your group life insurance under the terms of this supplement if you, except as provided by this supplement, no longer meet the eligibility requirements of your certificate due to any of the following:

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

You will not be eligible to request coverage under this supplement if you:

- (1) have attained the age of 70; or
- (2) have converted your insurance to an individual life policy under the terms of your certificate's conversion right section; or
- (3) were not actively at work due to sickness or injury on the date immediately preceding your portability date; or
- (4) lose eligibility due to termination of the group policy.

What insurance can be continued under this supplement?

Contributory and noncontributory life insurance may be continued under this supplement. If you elect to continue your own coverage according to the provisions of this supplement, you may also elect to continue contributory insurance for any other individual insured under your certificate. You may also continue coverage under all supplements to your certificate which apply to contributory insurance and by which you were insured immediately preceding your portability date, except the Accidental Death and Dismemberment Certificate Supplement and the Term Life Waiver of Premium Certificate, which shall terminate upon porting.

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

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

The minimum amount of insurance that can be continued on an insured's life under this supplement is \$10,000 for you and \$1,000 for each of your insured dependents. This minimum does not apply to any other insureds covered under this supplement.

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

The maximum amount of insurance that can be continued under this supplement is the amount of insurance that was in force on the insured's portability date, but not more than \$500,000 for an employee or \$150,000 for a spouse. However, for an insured age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on the insured's portability date to a maximum of \$325,000 for an employee or \$97,500 for a spouse.

Will the amount of insurance continued under this supplement change?

Yes. On the first day of the month following the date an insured attains age 65, the amount of insurance on his or her life continued under this supplement will reduce to 65% of the amount of insurance in force on the day prior to attainment of age 65. Insurance terminates at age 70.

Can you request a change in your amount of insurance continued under this supplement?

Yes. You may elect to reduce the amount of insurance on your life. Your remaining amount of insurance must be at least \$10,000.

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

How will premium contributions be paid?

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

Can the premium rate change?

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

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

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

What happens if you again become eligible under your certificate?

If you are continuing coverage under the terms of this supplement, and again meet the eligibility requirements of your certificate, not including the terms of this supplement, you shall no longer be considered to have portability status. Insurance may be continued only under the terms of your certificate, not including this supplement unless and until you no longer meet the eligibility requirements of your certificate and again return to portability status as provided for herein.

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

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

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

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

When will insurance continued under this supplement terminate?

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

- (1) the insured's 70th birthday; or
- (2) the date the insured again meets the eligibility requirements of your certificate, not including the terms of this supplement; or
- (3) in the case of a dependent child or a spouse who is insured by a supplement to your certificate, the date your coverage is no longer being continued under this supplement or the date the spouse or child ceases to be eligible as defined under the terms of your certificate; or
- (4) 31 days after the due date of any premium contribution which is not made.



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.