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

Effective January 1, 2016

State of Maryland Group Term Life Insurance Plan

### **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.

Secretary

President

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#### **GROUP TERM LIFE CERTIFICATE OF INSURANCE**

#### CERTIFICATE SPECIFICATIONS PAGE

### **GENERAL INFORMATION**

POLICYHOLDER: State of Maryland POLICY NO.: 34189-G

POLICY EFFECTIVE DATE: July 1, 2013

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

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

**GROUP:** The group is composed of all active and retired employees of the policyholder and its

associated companies as defined by COMAR 17.04.13.03 as follows:

Class 1: Active members excluding those in class 2.

Class 2: Active members who fly in a helicopter, scuba dive, or who are involved in other high risk services in the course of their employment with the State.

Class 3: Eligible retirees.

**ENROLLMENT PERIOD:** 60 days from the first day of eligibility.

WAITING PERIOD: None.

#### PLAN OF INSURANCE

#### **EMPLOYEE BENEFIT SCHEDULE**

#### **EMPLOYEE TERM LIFE INSURANCE:**

#### **Employee Life Insurance**

Eligible Class Amount of Employee Term Life Insurance

Class 1 An amount elected by the employee in an increment of \$10,000, subject to a

maximum of \$300,000.

Class 2 An amount elected by the employee in an increment of \$10,000, subject to a

maximum of \$500,000.

Class 3 Amount in force on the day prior to retirement.

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#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

#### AGE REDUCTIONS:

(age reductions only apply to Class 3)

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

Age of Retiree	Amount of Insurance
65 - 69	65%
70 - 74	45%
75 – 79	30%
80 and over	20%

Age reductions will apply on the first day of the month in which the insured retiree's applicable birthday occurs. The reduced amount shall be rounded up to the next higher \$500 if not already a multiple thereof.

The amount of insurance lost due to an age reduction may be converted to an individual policy. All the provisions of the Conversion Right section of the policy shall apply.

CONTRIBUTORY/NONCONTRIBUTORY:

Employee term life insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:** 

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this certificate.

For employees who first become eligible after the effective date of this

certificate: \$50.000.

**EVIDENCE OF INSURABILITY:** 

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

#### **DEPENDENT BENEFIT SCHEDULE**

#### **DEPENDENT TERM LIFE INSURANCE:**

A member must be enrolled in employee term life insurance to be eligible to elect dependent life insurance.

#### **Spouse Life Insurance**

#### Eligible Class Amount of Spouse Life Insurance

Class 1 and Class 2 An amount elected by the member, in an increment of \$5,000, subject to a

maximum of \$150,000. Spouse life insurance cannot exceed 50% of the

member's employee term life amount.

Class 3 Amount in force on the day prior to retirement.

#### **Child Life Insurance**

#### Eligible Class Amount of Child Life Insurance

Class 1 and Class 2 An amount elected by the member, in an increment of \$5,000, subject to a

maximum of \$150,000. Child life insurance cannot exceed 50% of the

member's employee term life amount.

Class 3 Amount in force on the day prior to retirement.

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#### **GENERAL PROVISIONS FOR DEPENDENT INSURANCE**

#### SPOUSE AGE REDUCTIONS:

(age reductions only apply to Class 3)

The amount of insurance on an insured spouse shall be reduced based on the retiree's age and shown as a percentage of the amount otherwise provided by the plan of insurance applicable to such spouse in accordance with the following table:

Age of Retiree	Amount of Insurance
65 - 69	65%
70 - 74	45%
75 – 79	30%
80 and over	20%

Age reductions will apply on the first day of the month in which the retiree's applicable birthday occurs. The reduced amount shall be rounded up to the next higher \$500 if not already a multiple thereof.

The amount of insurance lost due to an age reduction may be converted to an individual policy. All the provisions of the Conversion Right section of the policy shall apply.

#### CONTRIBUTORY/NONCONTRIBUTORY:

Dependent insurance is contributory insurance.

#### **GUARANTEED ISSUE AMOUNT:**

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For members with eligible dependents immediately prior to the effective date of this certificate, the guaranteed issue amount is equal to the amount of dependent insurance for which they were insured under the prior group policy.

For members who first become eligible for dependent insurance after the effective date of this certificate, the guaranteed issue amount is as follows:

For spouse insurance: \$25,000 For child insurance: \$25,000

#### **EVIDENCE OF INSURABILITY:**

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

#### ADDITIONAL INFORMATION

#### **ANNUAL OPEN ENROLLMENTS:**

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An active member may elect employee term life insurance for the first time or increase employee term life insurance up to five increments, provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000.
- An active member may elect spouse life insurance for the first time or increase spouse life insurance up to five increments provided the resulting amount of insurance does not exceed the lesser of \$25,000 or 50% of the member's amount of employee term life insurance.
- An active member may elect child life insurance for the first time or increase child life insurance up to five increments provided the resulting amount of insurance does not exceed the lesser of \$25,000 or 50% of the member's amount of employee term life insurance.

Coverage will be effective on the July 1 following the annual enrollment, subject to the actively at work requirement.

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#### **QUALIFIED STATUS CHANGES:**

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 60 days of the status change and the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An active member may elect employee term life insurance for the first time or increase employee term life insurance up to five increments, provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000.
- An active member may elect spouse life insurance for the first time or increase spouse life insurance up to five increments provided the resulting amount of insurance does not exceed the lesser of \$25,000 or 50% of the member's amount of employee term life insurance.
- An active member may elect child life insurance for the first time or increase child life insurance up to five increments provided the resulting amount of insurance does not exceed the lesser of \$25,000 or 50% of the member's amount of employee term life insurance.

An employee who elects coverage on the 15<sup>th</sup> of the month through the end of the month will have coverage effective on the 1<sup>st</sup> day of the following month. Coverage elected one the 1st day of the month through the 14<sup>th</sup> of the month will be effective on the 15<sup>th</sup> of that month. The effective date is based on the date of processing. All increases are subject to the actively at work requirement.

A Qualified Status Change is one defined by Section 125 of the Internal Revenue Code. The change in plan must be consistent with the change in status.

#### SUPPLEMENTS TO THE CERTIFICATE

Accelerated Benefits
Dependent Term Life
Portability Benefits
Waiver of Premium

Applies to all classes. Applies to all classes. Applies to Class 1 and 2. Applies to Class 1 and 2.

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### **Definitions**

#### application

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

#### attained age

The insured's age as of his or her last birthday as determined on the policy anniversary date.

#### contributory insurance

Insurance for which you are required to make premium contributions.

#### eligible employee/retiree

As defined by COMAR 17.04.13.03 as amended.

#### employer, policyholder

The State of Maryland.

#### evidence of insurability

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

### guaranteed issue amount

The amount of insurance that can be obtained without providing evidence of insurability when enrollment is made during initial eligibility, annual enrollment or qualified status change.

#### insured

An employee, retiree, spouse or child covered for insurance under this certificate as shown on the specifications page.

#### 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.

#### specifications page

The outline which summarizes your coverage under the group policy.

#### we, our, us

Minnesota Life Insurance Company.

#### you, your, certificate holder

An insured employee or retiree.

#### **General Information**

#### What is your agreement with us?

You are insured under the group policy 34189-G. Your application is deemed a part of this certificate. This certificate summarizes the principal provisions of the group policy that affect your life insurance coverage. The provisions summarized in this certificate are subject in every respect to the group policy. Any statements made in your application will, in the absence of fraud, be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless the statement is contained in the application.

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 an eligible retiree as defined in the group policy; or
- (2) are an eligible employee and of an eligible class as defined in the group policy; and
- (3) meet the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

#### 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, fully performing your customary duties for your regularly scheduled number of hours at the employer's normal place of business, or at other places the employer's business requires you to travel. If you are not working due to illness or injury, you do not meet the actively at work requirement.

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.

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

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

- for an employee on a non-medical leave of absence or temporary layoff, insurance may be continued for up to two years from the last day the insured employee was actively at work.
- (2) for an employee on an approved FMLA leave, insurance may be continued until the insured is no longer on an approved FMLA leave.
- (3) for an employee on a military leave of absence, insurance may be continued for up to five years from the last day the insured employee was actively at work.

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

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

### **Enrollment**

# When can you elect or make changes to your insurance?

You must enroll in order to be insured under the group policy. You can enroll for coverage within 60 days of when you first become eligible. After that period, you can only enroll for coverage or make changes during your employer's annual open enrollment or within 60 days of a qualified status change event. Qualified status change is defined by the policyholder based on state and federal rules and regulations.

#### 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 insured by an individual policy issued under the terms of the conversion right section.

#### When does insurance become effective?

Insurance becomes effective on the end of the pay period during when the first contribution has been taken for such insurance after all of the following conditions have been met:

- you meet all eligibility requirements, including the actively at work requirement; and
- (2) you apply for the insurance on forms which are approved by us; and
- (3) we are satisfied with your evidence of insurability, for amounts that require evidence.

In addition, elections made during an annual open enrollment period will not become effective prior to the effective date of that enrollment.

#### **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 periodic basis. We apply premiums consecutively to keep the insurance in force. Premium rates are subject to change in accordance with the group policy.

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

Yes. The group policy has a 31-day grace period. If a premium is not paid on or before the date it is due, that premium may be paid during the 31-day period following the due date. The insurance under the group policy will remain in effect during the 31-day grace period.

#### **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.

#### When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that an insured 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 death to the date of payment at a rate not less than the rate of interest payable on death proceeds left on deposit with us unless (a) proceeds are paid within 30 days after the date of death or (b) proof of death is submitted more than 180 days after the date of death, in which case interest is paid from the date proof is submitted to us.

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

We will pay the death benefit to the beneficiary or beneficiaries. You should designate a beneficiary or beneficiaries when you first enroll under the plan. You can change your beneficiary designation at any time, provided all of the following are true:

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

A beneficiary designation must be made in writing or by any other method we make available under the plan. Any beneficiary designation shall take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving the designation.

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 your beneficiary designation. To receive the death benefit, a beneficiary must be living at the time of your death. In the event a beneficiary is not living at the time of your death, that beneficiary's portion of the death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of you and a beneficiary, the death benefit will be paid as if you survived the beneficiary.

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

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

#### **Termination**

#### When does your coverage terminate?

Coverage ends on the earliest of the following:

- (1) if your eligibility ends on the 1<sup>st</sup> through the 15<sup>th</sup> of the month, your coverage will terminate on the 16<sup>th</sup> of that month. If eligibility ends on the 16<sup>th</sup> through the last day of the month, coverage will terminate on the last day of that month; or
- (2) 31 days (the grace period) after the due date of any premium which is not paid; or
- (3) the last day for which premium contributions have been paid following your written request to cease participation under this plan; or
- (4) the date the group policy is amended so you are no longer eligible; or

(5) the date the group policy ends.

### **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.

#### What is the full conversion right?

You may convert up to the full amount of terminated insurance if termination occurs because your employment ends or because you are no longer in an eligible class.

### What is the limited conversion right?

Limited conversion is available if, after you have been insured for at least five years, insurance is terminated because:

- (1) the group policy is terminated; or
- (2) the group policy is changed, by amendment or otherwise, to reduce or terminate your insurance.

For a limited conversion, you may convert an amount up to the lesser of:

- (a) \$10,000; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which you become eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date your insurance terminated under the group policy.

#### When is conversion not available?

Neither the full conversion right nor the limited conversion right is available if your coverage under the group policy terminates due to failure to make, when due, required premium contributions.

#### To what type of policy may you convert?

Under both the full conversion right and the limited 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 or accidental death and dismemberment 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.

If you do not receive written notice of the conversion right at least 15 days prior to the end of the 31-day conversion period, you will have an additional period within which to exercise such right. This additional period will expire 15 days after you are given such notice, but in no event will such additional period be extended beyond 60 days after the end of the 31-day conversion period. Nothing contained herein will be construed to continue any insurance beyond the period provided in this certificate.

# How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, the insured's age, and the class of risk to which the insured belongs on the date of the conversion.

#### When is the individual policy effective?

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

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

If the insured dies during the 31-day period allowed for conversion, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance you would have been eligible to convert under the terms of the conversion right section. We will return any premium 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 an insured's age has been misstated, the death benefit payable will be that amount to which the insured is entitled based on his or her correct age. A premium adjustment will be made so that the actual premium required at the correct age is paid.

#### When does your insurance become incontestable?

Except for 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.

#### Who is the owner of this coverage?

Unless assigned otherwise, you, the insured employee, are the owner of the certificate. Only the owner has the right to exercise ownership rights under the certificate, including but not limited to naming or changing a beneficiary, changing the amount of insurance, assigning ay or all ownership rights or terminating the coverage.

#### Can your insurance be assigned?

Yes. However, we will not be bound by an assignment of a certificate or of any interest in such certificate unless the assignment is made in writing or through any other method made available under the plan and we send the owner an acknowledgement of the assignment.

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.

# Can a change of ownership for a certificate be requested?

Yes. A change of ownership is a type of assignment. All provisions for assignments apply to ownership changes.

#### Is the policyholder required to maintain records?

Yes. The policyholder is required to maintain adequate records of any information necessary for us to administer the policy, and shall provide access to such records when required for us to administer the policy. 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, make insurance effective when it should not have been or change the amount of insurance provided by the provisions of the policy. If an error causes a change in premium payment, a fair adjustment will be made.

### Will the provisions of this policy 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 certificate or the group policy, the provision will be amended to conform to such laws and filed and approved in the state prior to use.

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**MINNESOTA LIFE** 

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

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 the death benefit.

### **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.

#### What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of 12 months or less. We must be given medical evidence that satisfies us that you have a terminal condition. That evidence must include certification by a physician.

For purposes of this supplement, a physician is an individual who is licensed to practice medicine or treat illness in the state in which treatment is received. The physician cannot be you or your spouse, children, parents, grandparents, grandchildren, brothers or sisters, or the spouse of any such individuals.

#### Accelerated Benefit

#### Who may request an accelerated benefit?

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

#### When can an accelerated benefit be requested?

An accelerated benefit can be requested any time, provided the following conditions are met:

- the insurance is in force and all premiums due are fully paid; and
- (2) you are the sole owner of the certificate; and
- (3) the certificate does not have an irrevocable beneficiary; and
- (4) application is made in writing or through any other method made available by us under the group policy and in a form which is satisfactory to us.

### 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 that can be accelerated is \$1,000,000.

#### Is a partial accelerated benefit available?

Yes. You may choose to accelerate only a portion of an insured's death benefit provided the remaining amount of insurance is at least \$25,000. This is called a partial accelerated benefit.

You may reapply for the remaining amount of insurance at any time. However, the total amount of the death benefit for all accelerated benefit payments for an insured cannot exceed \$1,000,000. We may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

#### When will we pay an accelerated benefit?

We will pay an accelerated benefit upon receipt at our home office of written proof satisfactory to us that the insured meets the requirements herein. The accelerated benefit will be paid in a single sum or by any other method agreeable to you and us.

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

We will pay the accelerated benefit to you unless you validly assign it otherwise.

# What is the effect on the 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 it is your death benefit being accelerated, any dependent life insurance will terminate, though it may be converted to a policy of individual life insurance according to the conversion right section of the certificate.

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.

### **Termination**

### When does coverage provided under this supplement terminate?

An insured's Accelerated Benefits coverage terminates on the earliest of:

- (1) the date the insured is no longer insured for life insurance under the certificate; or
- (2) the date the policyholder requests to terminate this supplement for the entire plan; or
- (3) the date the group policy is terminated.

#### **Additional Information**

#### 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 beneficiary. Therefore, an accelerated benefit is not available if you:

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

### Do we have the right to obtain independent medical verification?

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

Secretary

Olaft M. Jefu President

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# Dependent Term Life Insurance Certificate Supplement

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

### **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 who is not legally separated from you and who is not eligible for insurance as an employee under the group policy; and
- (2) your or your spouse's natural, legally adopted children, and stepchildren who are less than 26 years old. Eligibility begins at live birth (stillborn or unborn children are not eligible). Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on you for more than one-half of their support and maintenance.
- (3) your or your spouse's grandchildren, legal ward and step-grandchildren or other dependent child relatives who are less than 25 years old, reside in your home, are unmarried, are not eligible for coverage under their own employer and you provide sole support.

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

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

#### When will we require evidence of insurability?

Evidence of insurability will be required if:

- the specifications page attached to 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) dependent insurance for which you previously enrolled did not go into effect or was terminated because you failed to make a required premium contribution; or
- (4) during a previous period of eligibility, you failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this supplement.

### When does insurance on a dependent become effective?

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

- the dependent meets all eligibility requirements; and
- (2) you apply for dependent 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) the required premium has been paid.

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

#### **Death Benefit**

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

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

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

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

#### **Termination**

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

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

 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 you no longer have dependents 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:

- the date the Dependent Term Life Insurance Certificate Supplement is terminated from the group policy; or
- (2) the date the group policy is terminated.

### **Additional Information**

#### What is the conversion right under this supplement?

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

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

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

The Waiver of Premium supplement to your certificate will not apply to disabilities for dependents covered under this supplement.

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

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

Secretary

President

# Term Life Insurance Portability Certificate Supplement

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

### **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:

- 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 are 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 a class or group of employees no longer being eligible under the policy and there is a successor plan for that class or group of employees; or

lose eligibility due to termination of the group policy.

# What insurance can be continued under this supplement?

Employee life, dependent life and accelerated death benefits may be continued under this supplement.

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

The minimum amount of insurance that can be continued on your life under this supplement is \$10,000. 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.

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

Yes. When 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. Premium rate changes under this certificate supplement are subject to the premium rate change provision in the group policy.

# 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, but not beyond 31 days after ported coverage terminates, 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) an insured's 70th birthday; or
- (2) the date the insured again meets the eligibility requirements of the 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

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### **MINNESOTA LIFE**

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

### **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 the 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 the certificate.

This supplement does not apply to an insured with portability status or to a retired employee.

#### What does this supplement provide?

This supplement provides for waiver of premium if you have been insured for at least one year prior to your disability and you become totally and permanently disabled, as defined herein and while under age 60. Upon approval of proof of such disability, your insurance, including all supplements to your certificate, will be continued in force without payment of premiums during the uninterrupted continuance of the total and permanent disability.

#### **Waiver of Premium Benefit**

#### What is the waiver of premium benefit?

If you have been insured for at least one year and you become totally disabled prior to age 60, and the total disability has existed continuously for at least nine months, your life insurance will be continued in force without payment of premium during the uninterrupted continuance of the total disability, subject to the terminating events stated below.

#### What is total disability?

Total disability is a disability which occurs while your insurance is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably suited by education, training, or experience.

You must be under the care of a licensed physician. Continuous care of a physician will not be required if such care would be of no benefit to the insured. The licensed physician cannot be you or a member of your immediate family. For purposes of this supplement, your immediate family consists of your spouse, children, parents, grandparents, grandchildren, brothers or sisters and their spouses.

### Do premiums have to be paid after you become disabled?

Yes. Premiums have to be paid after you become disabled, but only until we approve your total disability

claim. Continued payment prevents the possible loss of your coverage and eligibility if your claim is not approved.

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

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

#### What proof of total disability do we require?

We require proof satisfactory to us that your total disability:

- (1) meets the definition of total disability; and
- (2) commenced while your insurance was in force and had been in force for at least one year prior to the disability and before your 60th birthday; and
- (3) was continuous for at least nine months.

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

#### When must we be notified of your disability or death?

We must receive written notice at our home office of your total disability within one year of the date of onset of such disability.

We must receive written notice at our home office within one year of death that you died during the period of continuance provided by this supplement. Proof must be furnished that you continued to be totally disabled during the entire period of continuance until death.

Failure to give notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible and while the group policy is in force.

# What is the amount of insurance to be continued under this supplement?

The amount of insurance continued without payment of premium shall be the amount of insurance that was in force on the date of onset of total disability.

# How long will insurance continue without payment of premium?

Once approved for the waiver of premium your insurance will be continued, without payment of premium, until the earliest of:

(1) your 65th birthday; or

- (2) the date you recover so that you are no longer totally disabled; or
- (3) the date you fail to furnish satisfactory proof of continued total disability when requested or refuse to submit to a required medical examination.

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

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

- (1) If the group policy is in force and you meet the eligibility requirements of your certificate, your insurance can be continued provided premiums are paid. The first such premium payment must be made within 31 days of the date the waiver of premium benefit ends.
- (2) If the group policy is no longer in force, or you do not meet the eligibility requirements of your certificate, you may convert coverage to an individual policy, as provided for under the conversion right section of the certificate.

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

## What if you are totally disabled and die before a waiver claim is submitted and approved?

If you die within one year of the date of onset of your total disability, the beneficiary may claim benefits under this supplement even if your insurance terminated and you had not submitted due proof satisfactory to us of your total disability or were continuously disabled for less than nine months. The beneficiary must submit proof satisfactory to us that your total disability, which began while your insurance was in force, continued without interruption until your death.

#### **Termination**

#### When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date the policyholder requests to terminate this supplement for the entire plan; or
- (2) the date the group policy is terminated.

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

Secretary

Jay L. Chistens

President

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

# NOTICE OF PROTECTION PROVIDED BY MARYLAND LIFE AND HEALTH INSURANCE GUARANTY CORPORATION

This Notice provides a brief summary of the Maryland Life and Health Guaranty Corporation (the Corporation) and the protection it provides for policyholders. This safety net was created under Maryland law, which determines who and what is covered and the amount of coverage.

The Corporation is not a department or unit of the State of Maryland and the liabilities or debts of the Life and Health Insurance Guaranty Corporation are not liabilities or debts of the State or Maryland.

The Corporation was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Corporation will typically arrange to continue coverage and pay claims, in accordance with Maryland law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Corporations are:

#### Life Insurance

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

#### Health Insurance

- \$300,000 in health insurance benefits, including net cash surrenders and net cash withdrawal values
- \$500,000 for basic hospital, medical, and surgical insurance or major medical insurance provided by health benefit plans
- \$300,000 for disability insurance
- \$300,000 for long-term care insurance
- \$100,000 for a type of health insurance not listed above, including any net cash surrender and net cash withdrawal values under the types of health insurance listed above

#### **Annuities**

- \$250,000 in the present value of annuity benefits, including net cash withdrawal values and net cash surrender values
- With respect to each payee under a structured settlement annuity, or beneficiary of the payee, \$250,000 in present value annuity benefits, in the aggregate, including any net cash surrender and net cash withdrawal values.

The maximum amount of protection for each individual, regardless of the number of policies or contracts is:

- \$300,000 in aggregate for all types of coverage listed above, with the exception of basic hospital, medical, and surgical insurance or major medical insurance
- \$500.000 in aggregate for basic hospital, medical, and surgical insurance or major medical insurance

**NOTE:** Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Maryland law.

To learn more about the above protections, please visit the Corporation's website at www.mdlifega.org, or contact:

Maryland Life and Health Insurance Guaranty Corporation 8817 Belair Road, Suite 208 Perry Hall, Maryland 21236 410-248-0407 Maryland Insurance Administration 200 St. Paul Place, Suite 2700 Baltimore, Maryland 21202 1-800-492-6116, ext. 2170

Insurance companies and agents are not allowed by Maryland law to use the existence of the Corporation or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Corporation coverage. If there is any inconsistency between this notice and Maryland law, then Maryland law will control.

THERESE M. GOLDSMITH Insurance Commissioner

