Group Term Life coverage is offered under policy form series 03-30530 Rev. 7-2004.

Minnesota Life Insurance Company
A Securian Company

Group Insurance – Springfield Office
536 Bruns Lane, Unit 3, Springfield, IL 62702
1-888-202-5525 • 1-217-547-1400 Local • 1-800-526-0844 TDD/TTY
www.LifeBenefits.com
©2011 Securian Financial Group, Inc. All rights reserved.

F55926 Rev 12-2011

State of Illinois
Group Life Insurance Program

July 1, 2011

Central Management Services

MINNESOTA LIFE
A Securian Company

MINNESOTA LIFE

GROUP TERM LIFE
CERTIFICATE OF INSURANCE

Minnesota Life Insurance Company • Springfield Branch Office • 536 Bruns Lane, Unit 3, Springfield, IL 62702 • 1-888-202-5525

POLICYHOLDER: State of Illinois

POLICY NO.: 32491-G

POLICY EFFECTIVE DATE: July 1, 2001

CERTIFICATE EFFECTIVE DATE: July 1, 2011, or the date you become insured under the policy, whichever occurs later.

Read Your Certificate Carefully

You are insured under the group policy shown above if you are eligible for the insurance, become insured and remain insured according to the terms of this certificate. Contributory insurance applies to you only if you apply for it, become insured and remain insured for it according to the terms of this certificate and make required premium contributions.

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.

For More Information

If you have any questions not answered in this booklet, ask your Group Insurance Representative (GIR). If you are not sure where to find your agency's GIR, your personnel or payroll office can assist you. If you are retired or on extended disability leave, your GIR is located at your retirement system office. If you are on a leave of absence, contact your employing agency GIR. If you need further information, write or call:

Minnesota Life Insurance Company
Springfield Branch Office
536 Bruns Lane
Unit 3
Springfield, IL 62702
Phone: 1-888-202-5525
www.lifebenefits.com/illinois

You may also contact:

Department of Central Management Services
Group Insurance Division
801 South Seventh Street, P.O. Box 19208
Springfield, Illinois 62794-9208
Phone 1-800-442-1300
Telephone Device for the Deaf: 1-800-526-0844
www.benefitschoice.il.gov

Annuitants/Survivors

If you are an annuitant or survivor and have questions or need additional information, please contact your retirement system listed below:

State Retirement Systems of Illinois
Phone (217) 785-7444
2101 South Veterans Parkway, P.O. Box 19255
Springfield, Illinois 62794-9255
www.state.il.us/srs

State Universities Retirement System of Illinois
Phone 1-800-275-7877
1901 Fox Drive, P.O. Box 2710
Champaign, Illinois 61825-2710
www.surs.com

Teachers' Retirement System of Illinois
Phone 1-800-877-7896
2815 West Washington, P.O. Box 19253
Springfield, Illinois 62794-9253
www.trs.state.il.us

Dennis E. Prokopchak — Secretary
Robert L. Sandler — President

GROUP TERM LIFE CERTIFICATE OF INSURANCE

Table of Contents

GROUP TERM LIFE CERTIFICATE OF INSURANCE

Certificate Specifications 3
Definitions 5
General Information 6
Premiums 8
Death Benefit 8
Termination 8
Conversion Right 9
Additional Information 9

DEPENDENT TERM LIFE INSURANCE CERTIFICATE SUPPLEMENT

General Information 11
Death Benefit 12
Termination 12
Additional Information 12

ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE SUPPLEMENT

General Information 13
Accidental Death and Dismemberment Benefit 13
Termination 13
Additional Information 14

TERM LIFE INSURANCE PORTABILITY CERTIFICATE SUPPLEMENT

General Information 15

ACCELERATED BENEFITS CERTIFICATE SUPPLEMENT

General Information 17
Definitions 17
Terminal Condition 17
Payment of Accelerated Benefit 17
Termination 18

IMPORTANT NOTICE

Illinois Life and Health Insurance Guaranty Association Law 19

NOTICE

Complaint Notice 21

CERTIFICATE SPECIFICATIONS

I. Basic Life Coverage

Eligible Class	**Amount of Insurance**
Active members	Annual basic salary, rounded to the next higher $100 if not already a multiple thereof (e.g. annual basic salary of $28,252 is rounded to $28,300).
Immediate and deferred annuitants	For annuitants under age 60: Annual basic salary as of the last day of active state employment, rounded to the next higher $100 if not already a multiple thereof. For annuitants age 60 or older: $5,000.
Survivors of employees, immediate annuitants and deferred annuitants prior to September 22, 1979	$2,000

Basic life coverage is noncontributory except for persons in the following groups who must pay the entire cost of the coverage:

(1) Former members of the General Assembly who have vested and allowed their contributions to remain with the General Assembly retirement system, but are not receiving a benefit; and
(2) Emergency Appointments
(3) Employees on certain leaves of absence or layoff (see "Can your coverage be continued during a leave of absence or layoff?")

Part-time employees who waived all coverage prior to July 1, 2003, and who have been continuously enrolled on their state-covered spouse's coverage, are not eligible for life insurance coverage as a member.

II. Optional Life Coverage

Eligible Class	**Amount of Insurance**
Active members	One, two, three, four, five, six, seven or eight times the basic life insurance amount, as elected by the member, to a maximum of $3,000,000 when combined with basic life insurance. Up to four times the basic life amount is guaranteed issue if elected within the 10-day initial enrollment period. An amount above four times the basic life amount or any amount requested after the 10-day enrollment period will require satisfactory evidence of insurability.
Immediate annuitants	For annuitants under age 60: One, two, three, four, five, six, seven or eight times the basic life insurance amount, as elected by the member, to a maximum of $3,000,000 when combined with basic life insurance. For annuitants age 60 or older: one, two, three or four times the basic life insurance amount as elected by the member.
Survivors of employees and immediate annuitants (prior to September 22, 1979)	One, two, three or four times the basic life insurance amount, as elected by the member.
Survivors of employees and immediate annuitants on or after September 22, 1979	$5,000
Spouse	$10,000, except that for spouses of annuitants age 60 or over it shall be $5,000.
Child	$10,000

Optional life coverage is contributory insurance.

III. Optional Accidental Death and Dismemberment (AD&D) Coverage

Eligible Class	Amount of Insurance
Active members, immediate annuitants, and their survivors (prior to September 22, 1979)	The member may choose the amount to be equal to his/her basic life insurance amount, or the combined amount of his/her basic and optional life insurance, subject to a total maximum of five times his/her basic life insurance amount or $3,000,000, whichever is less.

AD&D coverage is contributory insurance.

Definitions

age

Attained age as of most recent birthday.

application

Your statement of health form.

basic salary

Your basic rate of compensation not including commissions, overtime or premium pay, night and shift differential, bonuses, or any other additional compensation. Amounts deferred under the State Employees Deferred Compensation Plan are included as basic salary.

Benefit Choice Period

The time of year to make changes to your life insurance coverage. Benefit Choice generally runs from May 1 to May 31.

certificate effective date

The date your coverage becomes effective under this certificate.

contributory insurance *(optional life coverage)*

Insurance for which you are required to make premium contributions.

eligible member

Any one of the following:

(1) Employees. In order to be eligible as an employee the person must be eligible to participate in a State retirement system and be paid salary through the comptroller's office or a local fund payroll, except for those in class (c). Employees included are:
   (a) Full-time employees
      (i) Employees of the State – Full-time employees and part-time employees if the part-time employee was hired prior to January 1, 1980 and has been continuously employed.
      (ii) University Faculty – Full-time employees working greater than or equal to 9 months per 12 month work period.
      (iii) University Non-faculty – Individuals hired to work an average of 37.5 hours per week on a permanent basis (or as mutually agreed upon by the Department and the university).
   (b) Part-Time Employees
      (i) Permanent Employees of the State and University Non-Faculty – Persons employed on or after January 1, 1980 (does not apply for those eligible for the program before January 1, 1980) and regularly scheduled to work at least 50% of the average weekly hours required of a full-time employee in a similar position, measured yearly.
      (ii) University Faculty – Part-time employees working greater than or equal to 4.5 continuous months per 12 month work period and not meeting requirements as full-time.
      (iii) Agency Seasonal Service – Individuals who work greater than or equal to a total of 6 months but not less than 975 hours per 12-month work period on an as-needed basis.
      (iv) University Seasonal Service – Non-faculty hired to work greater than 4 but less than 12 continuous months, but not less than 730 hours per 12-month work period.
   (c) Others considered as eligible employees are:
      (i) Elected State officials and the employees under their jurisdiction who meet the standards as employees.
      (ii) Individuals receiving ordinary or accidental disability benefits or total permanent or total temporary disability under the Workers' Compensation Act or Occupational Disease Act for injuries or illnesses contracted in the course of employment with the State of Illinois.
      (iii) Former members of the General Assembly who have vested and allowed their contributions to remain with the General Assembly retirement system, but are not receiving an annuity.
      (iv) Persons on an approved Leave of Absence.
      (v) Emergency Appointments.

(2) Annuitants: Annuitants are eligible as members on the effective date of the commencement of their retirement or annuity benefits or the first of the month of their application for retirement, whichever is later. Annuitants must satisfy, based solely on prior State employment, the minimum vesting requirements of the appropriate retirement system. Annuitants are those employees who retire on or after January 1, 1966, under one of the State retirement systems:
   (a) Immediate Annuitant: An immediate annuitant is a person beginning to receive retirement benefits within one year from being removed from an active state payroll.
   (b) Deferred Annuitant: A deferred annuitant is a person beginning to receive retirement benefits after being off active state payroll for more than one year.

   Note: Persons on leave of absence or receiving disability benefits from one of the five State retirement systems should begin to calculate this one-year period from the date they cease to accrue creditable service time.

Special ARCP Provision: Employees who were vested under the State Employees' Retirement System who elected the Alternative Retirement Cancellation Payment (ARCP) per Illinois Public Act #93-0839 may be eligible for State Group Insurance coverage. An ARCP Recipient who would have otherwise qualified for an annuity within one year of leaving state service will be eligible for the same Group Insurance benefits as an Immediate Annuitant. An ARCP Recipient who would have otherwise qualified for an annuity more than one year from the date of leaving state service will be eligible for the same Group Insurance benefits as a Deferred Annuitant.

(3) Survivors: A spouse, child(ren) or dependent parent(s) of the deceased member, who is certified as eligible to receive an annuity from one of the five State retirement systems (includes survivors of ARCP members). An eligible survivor does not have to be previously enrolled as a dependent of the deceased member.

employer

The policyholder.

evidence of insurability

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

guaranteed issue amount

The amount of optional coverage that does not require evidence of insurability provided enrollment is made within the 10-day initial enrollment period into the Group Insurance Program.

insured

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

noncontributory insurance *(state-paid basic life)*

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

policyholder

The owner of the group policy (State of Illinois).

specifications page

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

we, our, us

Minnesota Life Insurance Company.

you, your

A member who meets the eligibility requirements and becomes insured under the group policy.

General Information

What is your agreement with us?

You are insured under the group policy shown on the first page of this certificate. Your application as defined under this certificate 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 as defined in this certificate will 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 are an eligible member as defined in the Definitions section of this certificate.

No person may be insured under the group policy at the same time under more than one category of eligible member.

When will we require evidence of insurability?

Evidence of insurability will be required if:

(1) the insurance is optional coverage and you do not enroll within the 10-day initial enrollment period into the Group Insurance Program; or
(2) the optional coverage requested exceeds the guaranteed issue amount shown on page 3 of this booklet; 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 evidence of insurability or that which was submitted was not satisfactory to us.

When does initial insurance become effective?

Basic insurance automatically becomes effective on the date an employee or annuitant first becomes an eligible

member. Former General Assembly annuitants and Emergency Appointments must elect basic insurance within 10 days of becoming an eligible member.

All eligible members, other than Deferred Annuitants, their Survivors and former General Assembly annuitants with a break in service, may elect optional coverage. Optional coverage must be elected within 10 days of the date an employee or annuitant first becomes an eligible member in order to be eligible for the guaranteed issue amount.

Optional coverage for an eligible survivor must be elected within 10 days of the later of the date he or she becomes an eligible survivor or the date enrollment forms are sent to the survivor by the retirement system in order to be eligible for the guaranteed issue amount.

Subject to the irrevocability rule, optional coverage may be requested after these initial 10-day periods, but satisfactory evidence of insurability will be required in order for coverage to become effective.

What changes can you make to your insurance after your initial eligibility period?

Former General Assembly annuitants and Emergency Appointments who did not elect basic coverage when first eligible, who subsequently wish to elect it, may do so during the annual Benefit Choice Period. Evidence of insurability will not be required for this basic coverage. The effective date of the new coverage will be the effective date of the Benefit Choice election.

All currently enrolled members who wish to apply for or change optional life insurance may do so during the annual Benefit Choice Period or within 60 days of a qualifying change in status. Members may also make changes to their optional life coverage at any time if the coverage is taxable and not subject to the Irrevocability Rule, as described in the next section.

An increase in optional life, including applying for it for the first time, requires satisfactory evidence of insurability. If approved, coverage will be effective the date of the approval by us, subject to the Irrevocability Rule. A decrease in optional life coverage that is subject to the Irrevocability Rule, and is requested outside of the Benefit Choice enrollment period, will be effective on the date of the request or the date of the qualifying change in status, whichever is later. Requests to decrease coverage during the Benefit Choice Period will be effective on the effective date of the Benefit Choice enrollment. Decreases not subject to the Irrevocability Rule are effective on the first day of the pay period following the date of your request, or a future date as long as it is within 60 days of the current date.

What is the Irrevocability Rule?

Pursuant to Section 125 of the Internal Revenue Code, premiums paid by the member for life insurance coverage are tax exempt, with some exceptions. The tax exemption applies only to premiums that are payroll deducted. The Internal Revenue Code requires plans which provide tax exempt premium to prohibit changes in the member's deduction during a plan year unless there is a qualifying change in status such as death, divorce, marriage or birth, as defined by the Internal Revenue Service.

The Irrevocability Rule applies to both increases and decreases in life insurance coverage. The acceptance of evidence of insurability by us does not constitute an approval by the Department of Central Management Services; changes in coverage are still subject to the irrevocability regulations.

Premium paid for some insurance is taxable and therefore the coverage can be changed anytime during the year, subject to contractual obligations. This applies to:

(1) life insurance amounts above $50,000 (basic plus optional life insurance); and
(2) spouse, child and AD&D insurance; and
(3) insurance paid for by retirees and annuitants.

Can your coverage be continued during a leave of absence?

Yes. The following shall apply to leaves of absence.

Your basic life insurance coverage will remain in force at State expense while on an eligible leave of absence, in accordance with the requirements of the Group Insurance Program. Optional life insurance may also be continued, but the employee is responsible for full payment of the premiums.

The amount of basic life insurance in effect during a leave of absence is based upon the salary in force as of the last day worked before the leave of absence. There can be no increase in the life insurance amount until the employee returns to active (working) employment. Increases in premiums due to age will occur while you are on a leave of absence.

Any employee on a leave of absence which is not eligible for the State contribution must contribute 100% of the cost to continue basic life insurance coverage and any optional life insurance he or she wishes to continue. Members may choose to waive basic coverage while on a leave of absence.

If optional life insurance is not continued during a leave of absence, application and satisfactory evidence of insurability will be required upon returning to work in order to again become covered for optional life insurance.

Any premiums the member is responsible for during a leave of absence will be billed by and must be paid to the Group Insurance Division of the Department of Central Management Services.

Continued coverage during a leave of absence is subject to maximum time frames according to the policyholder's rules and procedures. Notify your Group Insurance Representative immediately when you apply for a leave of absence.

Can your coverage be continued during a layoff?

Certain members who are permanently laid off may be eligible for premium-free benefits. Contact your Group Insurance Representative for details. If a permanently laid off member is not eligible for premium-free benefits, coverage can be ported or converted. See pages 9 and 15 for information on conversion and portability.

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 through payroll deductions or whatever other arrangements have been made on a monthly basis. We apply premiums consecutively to keep the insurance in force.

How is the premium determined?

The premium will be the premium rate multiplied by the number of $1,000 units of insurance in force on the date premiums are due. The premium may also be computed by any other method on which the policyholder and we agree. We may change the premium rate according to the contract between the policyholder and us.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on page 3 of this booklet.

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 you died while insured under this certificate. All payments by us are payable from our home office. The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. Payment of the death benefit will extinguish our liability under the certificate for which the death benefit has been paid.

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by you to receive the death benefit to be paid at your death. You may name one or more beneficiaries. You cannot name the policyholder as a beneficiary.

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

If there is more than one beneficiary, each will receive an equal share, unless you have requested another method in writing. To receive the death benefit, a beneficiary must be living 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, as defined by applicable law, the death benefit will be paid as if you survived the beneficiary.

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

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

Can you add or change beneficiaries?

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

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

A request to add or change a beneficiary must be made in writing or by any other method agreeable to us and the policyholder. All requests are subject to our approval. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving your notice.

Termination

When does your coverage terminate?

Your coverage ends on the earliest of the following:

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

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

When does the group policy terminate?

The policyholder may terminate the group policy by giving us 120 days prior written notice. We reserve the right to terminate the group policy on the earliest of the following to occur:

(1) 31 days (the grace period) after the due date of any premiums which are not paid; or
(2) on any subsequent policy anniversary after the date the number of members insured is less than any minimum established by us or as required by applicable state law; or
(3) 120 days after we provide the policyholder with notice of our intent to terminate the group policy.

Conversion Right

What is the conversion right?

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

You may convert up to the full amount of terminated insurance if termination occurs because you move from one existing eligible class to another, or 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 to reduce or terminate your insurance.

You may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

(a) $10,000; or
(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 the insurance terminated under the group policy.

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

Under both the 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, accidental death and dismemberment benefits, or accelerated benefits.

How do you convert your insurance?

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

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 conversion period. Notice of the conversion right will be presented to you or sent to your last known address. Receipt of this certificate will constitute such notice. 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, your age, and the class of risk to which you belong on the date of the conversion.

When is the individual policy effective?

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

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

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

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

Additional Information

What if your age has been misstated?

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

When does your insurance become incontestable?

Except for 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 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 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.

Can your insurance be assigned?

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

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

Is the policyholder required to maintain records?

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

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

Will the provisions of this certificate conform with state law?

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

Minnesota Life Insurance Company • Springfield Branch Office • 536 Bruns Lane, Unit 3, Springfield, IL 62702 • 1-888-202-5525

General Information

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

What does this supplement provide?

This supplement provides insurance on the lives of your eligible dependents. This coverage is not available to deferred annuitants nor their survivors, nor to anyone becoming a survivor on or after September 22, 1979.

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 (does not include a common law spouse, ex-spouse or persons not legally married) or Civil Union Partner who is:
   (a) not eligible for insurance as a member under the group policy; or
   (b) an eligible member who is off payroll and is responsible for 100% of his or her health care coverage; or
   (c) an eligible part-time employee who was a part-time employee prior to July 1, 2003, and who had elected prior to July 1, 2003, not to participate in the program as an employee.
(2) your children from live birth to age 26 who are:
   (a) your natural children;
   (b) your adopted children;
   (c) your stepchildren or children of your Civil Union Partner;
   (d) children for whom you have legal guardianship as defined in the State Employees Group Insurance Act of 1971 (5 ILCS 375/);
   (e) adjudicated children for whom a U.S. court decree has established your financial responsibility for the children's medical, dental or other health care.
(3) your children age 26 and older who are mentally or physically disabled and who meet all of the following criteria:
   (a) they are financially dependent upon you; and
   (b) for tax years they are 27 or above, they are eligible to be claimed as a dependent by you for income tax purposes; and
   (c) they have been continuously disabled as determined by the Social Security Administration from a cause originating prior to age 26.

Live birth means the act of a child being born alive with all respiratory, cardiac and brain functions operating at the time of birth. Live birth does not include stillbirths, abortions or miscarriages. In addition, an official Certificate of Live Birth must be issued.

"Other" dependents (as defined in the State of Illinois Benefits Handbook) who are enrolled for health benefits, are not eligible for this life program.

A Civil Union Partner is one who meets the requirements of the Illinois Religious Freedom Protection and Civil Union Act. All references to "spouse" in the certificate and certificate supplements shall include a Civil Union Partner.

Dependents who are in military service are not eligible.

If both parents of a child qualify as eligible members under the certificate, the child shall be considered a dependent of only one parent for purposes of this certificate supplement. If a child qualifies as a member under the certificate, he or she is not eligible to be insured as a dependent child.

When will we require evidence of insurability?

Evidence of insurability is required any time child or spouse coverage is added. However, there are a few situations in which it is not required. Those situations are:

(1) dependents of a new member (coverage must be requested within the member's 10-day initial enrollment period); or
(2) marriage or creation of a Civil Union (coverage must be requested within 60 days of the date of marriage or the date of the Civil Union Partnership Certificate); or
(3) birth (coverage must be requested within 60 days of the date of birth); or
(4) adoption (coverage must be requested within 60 days of the date of the petition for adoption being filed, or of custody being granted); or
(5) adjudicated child (coverage must be requested within 60 days of the circuit clerk file stamp date or Department of Healthcare and Family Services representative's signature).

Dependent coverage may be added any time throughout the plan year. You must apply for each newly eligible child, even if you already have child insurance in place.

Evidence of insurability will also be required if:

(1) 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
(2) during a previous period of eligibility, you failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us.

When does insurance on a dependent become effective?

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

(1) the dependent meets all eligibility requirements; and
(2) 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) we receive the required premium.

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

Death Benefit

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

The amount of life insurance on each insured dependent is shown on page 3 of this booklet.

To whom will we pay the death benefit?

The death benefit payable under this supplement will be paid to you.

Termination

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

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

(1) the date the dependent no longer meets the eligibility requirements; or
(2) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
(3) the last day for which premium contributions have been made following your written request that insurance on your eligible dependents be terminated; or
(4) the date you are no longer covered under the group policy; or
(5) the date of your death.

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

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 Dependent Term Life Insurance Policy Rider; or
(2) the date the group policy is terminated.

Additional Information

What is the conversion right under this supplement?

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

Conversion may be requested by you, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of your certificate to which this supplement is attached will apply, with the following exception: The election period for conversion for loss of coverage due to your death shall be 60 days rather than 31.

Dennis E. Prohofsky — Secretary

Robert L. Senkler — President

Minnesota Life Insurance Company • Springfield Branch Office • 536 Bruns Lane, Unit 3, Springfield, IL 62702 • 1-888-202-5525

General Information

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

What does this supplement provide?

This supplement provides a benefit for your accidental death or dismemberment which occurs as a result of an accidental injury. This coverage is not available to deferred annuitants nor their survivors, nor to anyone becoming a survivor on or after September 22, 1979.

Accidental Death and Dismemberment Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death and dismemberment coverage is limited coverage. This means your coverage will provide benefits only when your death or dismemberment results, directly and independently from an accidental bodily injury which was unintended, unexpected and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of your death or dismemberment.

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

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

(1) self-inflicted injury, self destruction, or autoeroticism, whether sane or insane;
(2) suicide or attempted suicide, whether sane or insane;
(3) your participation in, or your attempt to commit, a crime, assault, or felony, regardless of any legal proceedings thereto;
(4) bodily or mental infirmity, illness or disease;
(5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected;
(6) motor vehicle collision or accident where you are the operator of the motor vehicle and your blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto.
(7) infections, except infections which result from an injury or an infection which results from an accidental, involuntary or unintentional ingestion of a contaminated substance;
(8) medical or surgical treatment or diagnostic procedures or any resulting complications;
(9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier;
(10) war or any act of war, whether declared or undeclared.

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

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

The amount of insurance is shown on page 4 of this booklet. Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight means the entire and irrecoverable loss of sight which cannot be corrected by medical or surgical treatment or by artificial means.

If you sustain more than one loss as a result of any one accident, payment shall be made only for that one loss for which the largest amount is payable.

When will the accidental death and dismemberment benefit be payable?

We will pay the accidental death and dismemberment benefit upon receipt at our home office of written proof satisfactory to us that you died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office. The benefit will be paid in a single sum.

To whom do we pay the benefit?

We pay the death benefit to the person or persons entitled to receive the death benefit for your life insurance under the terms of your certificate. The benefit for other losses is paid to you, if living, otherwise to your estate.

Termination

When does your coverage under this supplement terminate?

Your coverage ends on the earlier of:

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

When does this supplement terminate?

This supplement will terminate on the earlier of:

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

Additional Information

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have you medically examined at our expense whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in case of death.

Secretary

President

Minnesota Life Insurance Company • Springfield Branch Office • 536 Bruns Lane, Unit 3, Springfield, IL 62702 • 1-888-202-5525

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 optional 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.

If you do not receive written notice of the portability right at least 15 days prior to the end of the 31-day portability election 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 portability period. Notice of the portability right will be presented to you or sent to your last known address. Receipt of this certificate supplement will constitute such notice. Nothing contained herein will be construed to continue any insurance beyond the period provided in the certificate.

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) an amendment to the group policy.

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

(1) have converted your insurance to an individual life policy under the terms of your certificate's conversion right section; or
(2) lose eligibility due to termination of the group policy.

What insurance can be continued under this supplement?

Only your optional life insurance that you are no longer eligible for otherwise may be continued under this supplement, subject to the maximums stated below. You cannot continue your basic life, dependent life or AD&D insurance. All certificate supplements other than this supplement and the Accelerated Benefits Certificate Supplement will terminate on your portability date.

The amount of optional life insurance that can be continued is the amount of optional insurance in force immediately prior to your portability date, not to exceed four times your basic life insurance amount, less any amount you are eligible for as an immediate annuitant.

The amount is subject to the following maximums, based on your age on your portability date:

Age	Maximum Amount
Less than 65	$500,000
65 – 69	the lesser of 65% of the amount determined above or $325,000
70 – 79	the lesser of 25% of the amount determined above or $125,000

When you attain age 65 after porting your coverage, your insurance will reduce to 65% of the amount in force immediately prior to attaining age 65. When you attain age 70 after porting your coverage, your insurance will reduce to 25% of the amount in force immediately prior to age 65 (if you ported coverage after age 65 the 25% reduction will be based on your amount in force immediately prior to your portability date).

If your insurance is reduced because you are over age 65, your premium will be based on the reduced amount of insurance.

Regardless of your age, the minimum amount of insurance to be continued is $5,000.

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. 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) your 80th birthday; or
(2) the date you again meet the eligibility requirements of your certificate, not including the terms of this supplement; or
(3) 31 days after the due date of any premium contribution which is not made.

Secretary President

Minnesota Life Insurance Company • Springfield Branch Office • 536 Bruns Lane, Unit 3, Springfield, IL 62702 • 1-888-202-5525

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 a partial amount of your death benefit. If you have a terminal condition as defined in this supplement, you may request an accelerated payment of your death benefit.

Definitions

accelerated benefit

The amount of the death benefit we will pay if you are eligible under this supplement.

death benefit

The amount of your life insurance shown on page 3 of this booklet.

immediate family

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

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 24 months or less.

What evidence do we require of your terminal condition?

We must be given evidence that satisfies us that your life expectancy, because of sickness or accident, is 24 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 you medically examined at our own expense to verify your medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

Payment of Accelerated Benefit

How do we calculate the accelerated benefit?

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

What are the conditions for the payment of an accelerated benefit?

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

(1) coverage must be in force and all premiums due must be fully paid; and
(2) application must be made in writing and in a form which is satisfactory to us. We will tell you what form is required; and
(3) you must be the sole owner of the certificate; and
(4) your 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.

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 you:

(1) 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.

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 the lesser of 50% of your combined basic and optional life insurance or $1,000,000.

Do you have to take the entire accelerated benefit available?

No. You may choose to receive less than the maximum amount available. If you elect to receive less than the maximum accelerated benefit amount available under this supplement, your 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 you meet all requirements for the accelerated benefit. The total of all accelerated payments cannot exceed the maximum stated in the previous section.

What is the effect on your coverage of the receipt of an accelerated benefit?

Your coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under your certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

How will we pay the accelerated benefit?

We will pay the accelerated benefit in one lump sum or in any other mutually agreeable manner.

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to you unless you validly assign them otherwise. If you die before all payments have been made, we will pay the remainder to the beneficiary named under this certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

Termination

When does your coverage under this supplement terminate?

Your coverage ends on the date you are 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

Minnesota Life Insurance Company • Springfield Branch Office • 536 Bruns Lane, Unit 3, Springfield, IL 62702 • 1-888-202-5525

NOTICE OF PROTECTION PROVIDED BY ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This Notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member 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 Association will typically arrange to continue coverage and pay claims, in accordance with Illinois law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association per insolvency are:

Life Insurance

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

Health Insurance

- $500,000 in hospital, medical and surgical insurance benefits*
- $300,000 in disability insurance benefits
- $300,000 in long-term care insurance benefits
- $100,000 in other types of health insurance benefits

Annuities

- $250,000 in withdrawal and cash values

*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000, except special rules apply with regard to hospital, medical and surgical insurance benefits for which the maximum amount of protection is $500,000.

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 residency requirements and other limitations under Illinois law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.ilhiga.org, or contact:

Illinois Life and Health Insurance Guaranty Association
8420 West Bryn Mawr Avenue, Suite 550
Chicago, Illinois 60631-3404
(773) 714-8050

Illinois Department of Insurance
4th Floor
320 West Washington Street
Springfield, Illinois 62767
(217) 782-4515

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

Ed. F. 55833 Rev. 7-2011

This notice is to advise you that should any complaints arise regarding this Insurance, you may contact the following:

Minnesota Life Insurance Company
Springfield Branch Office
536 Bruns Lane
Unit 3
Springfield, IL 62702
TEL: 888-202-5525

OR

Illinois Department of Insurance
Consumer Division of Public Services Section
Springfield, Illinois 62767

This Page Intentionally Left Blank

This Page Intentionally Left Blank

This Page Intentionally Left Blank

MINNESOTA LIFE

Springfield Branch Office • 536 Bruns Lane, Unit 3, • Springfield, Il 62702

GROUP TERM LIFE CERTIFICATE OF INSURANCE