

Policy Amendment #1

MINNESOTA LIFE

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

To be attached to and made a part of Group Policy No. 30475T issued by Minnesota Life Insurance Company to The National Employer and Association Trust II, issued for Plan Sponsor BARROW COUNTY SCHOOLS, Plan Sponsor No. 33921T. This amendment is effective as of January 1, 2011. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

To match the administration of the plan, the following modifications have been made to the AD&D Insurance Policy Specifications Page.

1. Age reduction schedule is being changed to a 50% amount of insurance reduction at age 70 for employee and spouse Voluntary AD&D insurance.
2. The termination of spouse AD&D coverage at age 75 has been removed. Spouses will be subject to the same age reduction schedule as employees.

As a result, the AD&D Insurance Policy Specifications Page has been replaced in its entirety with AD&D Insurance Policy Specifications Page Effective January 1, 2011 Revised November 6, 2012.

Agreed to by Minnesota Life Insurance Company this 6th day of November, 2012.

By  _____ ARB
Assistant Secretary

AD&D INSURANCE POLICY SPECIFICATIONS PAGE
Effective January 1, 2011 Revised November 6, 2012

GENERAL INFORMATION

POLICYHOLDER: The National Employer and Association Trust II **POLICY NUMBER:** 30475T

PLAN SPONSOR: Barrow County Schools **PLAN SPONSOR NUMBER:** 33921

ASSOCIATED COMPANIES: All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.

POLICY EFFECTIVE DATE: January 1, 2011

POLICY ANNIVERSARY DATE: January 1 of each year beginning January 1, 2012

PREMIUM DUE DATE(S): The first day of each month

GROUP: The group is composed of all full-time employees.

WAITING PERIOD: The period commencing with the employee's date of employment and ending with the first day of the month next following or coinciding with the employee's completion of 30 days of continuous employment.

MINIMUM HOURS PER WEEK REQUIREMENT: 20 hours per week

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

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

Eligible Class
All Employees

Amount of Insurance

An employee may elect any amount from \$10,000 to \$500,000, in \$10,000 increments, subject to a maximum of the lesser of \$500,000 or ten times* annual earnings, multiplied and then rounded to the next higher \$1,000.

* Employees enrolled for coverage in excess of ten times base annual earnings as of 12/31/2010 will be grandfathered with these coverage amounts. An employee cannot increase this frozen coverage unless his or her annual earnings increases to a level that the frozen amount in force becomes less than ten times annual earnings, in which case the coverage may be increased subject to the plan maximum outlined above.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS: The amount of insurance on an employee age 70 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

<u>Age of Employee</u>	<u>Amount of Insurance</u>
70 and over	50%

Age reductions will apply on the January 1 following an insured employee's 70th birthday. The reduced coverage is then rounded to the next higher \$1,000.

RETIREMENT REDUCTIONS: All AD&D insurance terminates upon retirement.

**CONTRIBUTORY/
NONCONTRIBUTORY:**

All AD&D insurance is contributory insurance.

INCREASES AND DECREASES:

The effective date of increases and decreases due to a change in eligible class is the first of the month coinciding with or next following the date of the change in eligible class. The effective date of increases and decreases due to a change in earnings is the date of the change in earnings. All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS AD&D INSURANCE:

Eligible Class

Amount of Spouse AD&D Insurance

Spouse

An employee may elect any amount of spouse AD&D from \$10,000 to \$500,000, in \$10,000 increments, subject to a maximum of the lesser of \$500,000 or ten times employee's annual earnings

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**CONTRIBUTORY/
NONCONTRIBUTORY:**

All dependents insurance is contributory.

SPOUSE AGE REDUCTIONS:

The amount of insurance on an insured spouse age 70 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such spouse in accordance with the following table:

Age of Spouse
70 and over

Amount of Insurance
50%

Age reductions will apply on the January 1 following an insured spouse's 70th birthday. The reduced coverage is then rounded to the next higher \$1,000.

INCREASES AND DECREASES:

Requests for increases and decreases may be made once a year and shall be effective on the first day of the month following our receipt of the request.

Read Your Policy Carefully

This policy was issued to the plan sponsor on the effective date shown on the specifications page attached to this policy. We promise to pay the benefits provided by this policy, subject to its conditions, limitations, and exceptions. We make this promise and issue this policy in consideration of the application for this policy and the payment of the premiums.

Minnesota Life Insurance Company is a subsidiary of Minnesota Mutual Companies, Inc., a mutual insurance holding company. The policyholder and any participating plan sponsor are members of Minnesota Mutual Companies, Inc., which holds its annual meetings on the

Alemiss E. Fadluyfady

Secretary

Robert L. Souther

President

TABLE OF CONTENTS

Definitions.....	2	Additional Benefits.....	6
General Information	3	Termination.....	7
Premiums	4	Family Coverage	8
Accidental Death and Dismemberment Benefit	4	Dependents Benefit Termination.....	8
Exclusions	6	Additional Information.....	9

first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

Legal Actions

No legal action may be brought to recover on this policy within the first sixty days after written proof of loss has been given as required by this policy. No such action may be brought after three years from the time written proof of loss is required to be given.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the effective date.

AD&D INSURANCE POLICY SPECIFICATIONS PAGE

GENERAL INFORMATION

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POLICY EFFECTIVE DATE: January 1, 2011

POLICY ANNIVERSARY DATE: January 1 of each year beginning January 1, 2012

PREMIUM DUE DATE(S): The first day of each month

GROUP: The group is composed of all full-time employees.

WAITING PERIOD: The period commencing with the employee's date of employment and ending with the first day of the month next following or coinciding with the employee's completion of 30 days of continuous employment.

MINIMUM HOURS PER WEEK REQUIREMENT: 20 hours per week

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

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

Eligible Class

All Employees

Amount of Insurance

An employee may elect any amount from \$10,000 to \$500,000, in \$10,000 increments, subject to a maximum of the lesser of \$500,000 or ten times* annual earnings, multiplied and then rounded to the next higher \$1,000.

* Employees enrolled for coverage in excess of ten times base annual earnings as of 12/31/2010 will be grandfathered with these coverage amounts. An employee cannot increase this frozen coverage unless his or her annual earnings increases to a level that the frozen amount in force becomes less than ten times annual earnings, in which case the coverage may be increased subject to the plan maximum outlined above.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

The amount of insurance on an employee age 75 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

<u>Age of Employee</u>	<u>Amount of Insurance</u>
75 – 79	60%
80 and over	35%

Age reductions will apply on the January 1 following an insured employee's 75th and 80th birthdays. The reduced coverage is then rounded to the next higher \$1,000.

RETIREMENT REDUCTIONS:

All AD&D insurance terminates upon retirement.

**CONTRIBUTORY/
NONCONTRIBUTORY:**

All AD&D insurance is contributory insurance.

INCREASES AND DECREASES:

The effective date of increases and decreases due to a change in eligible class is the first of the month coinciding with or next following the date of the change in eligible class. The effective date of increases and decreases due to a change in earnings is the date of the change in earnings. All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS AD&D INSURANCE:

Eligible Class

Amount of Spouse AD&D Insurance

Spouse

An employee may elect any amount of spouse AD&D from \$10,000 to \$500,000, in \$10,000 increments, subject to a maximum of the lesser of \$500,000 or ten times employee's annual earnings

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

AGE REQUIREMENTS:

A spouse is eligible only if he or she has not attained age 75 when initial application for dependents coverage is made.

All spouse coverage terminates at spouse's age 75.

**CONTRIBUTORY/
NONCONTRIBUTORY:**

All dependents insurance is contributory.

INCREASES AND DECREASES:

Requests for increases and decreases may be made once a year and shall be effective on the first day of the month following our receipt of the request.

Definitions

age

Attained age as of most recent birthday.

associated company

Any company which is a subsidiary or affiliate of the plan sponsor which is designated by the plan sponsor and agreed to by us to participate under this policy.

certificate effective date

The date the certificate holder's coverage under this policy becomes effective.

certificate holder

An insured employee.

contributory insurance

Insurance for which the employee is required to make premium contributions.

earnings

An employee's basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation. An employee's annual base earnings is updated January 1st of each year.

employee

An individual who is employed by the plan sponsor or by an associated company. A sole proprietor will be considered the employee of the proprietorship. A partner in a partnership will be considered an employee so long as the partner's principal work is the conduct of the partnership's business. The term employee does not include temporary employees, seasonal employees nor corporate directors who are not otherwise employees.

employer

The plan sponsor or any designated associated company.

insured

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

licensed physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. The physician cannot be the certificate holder or the certificate holder's spouse, children, parents, grandparents, grandchildren, brothers or sisters, or the spouse of any such individuals.

non-work day

A day on which the employee is not regularly scheduled to work, including scheduled time off for vacations, personal

holidays, weekends and holidays, and approved leaves of absence for non-medical reasons.

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

noncontributory insurance

Insurance for which the employee is not required to make premium contributions.

plan sponsor

An entity which:

- (1) has been accepted to participate in the National Employer and Associated Trust II; and
- (2) makes insurance under this policy available to its eligible employees, to spouses of its eligible employees and to child dependents of its eligible employees.

policy anniversary

The policy anniversary date shown on the specifications page attached to this policy.

policy effective date

The date this policy was issued as shown on the specifications page attached to this policy.

policyholder

The trustee or successor trustee under the National Employer and Association Trust II.

specifications page

The outline which summarizes the plan sponsor's plan of insurance.

waiting period

The period, if any, of continuous employment with the employer that the employee must satisfy prior to becoming eligible for coverage under this policy. The waiting period is shown on the specifications page attached to this policy.

we, our, us

Minnesota Life Insurance Company.

you, your

The plan sponsor named on the specifications page attached to this policy.

General Information

What is your agreement with us?

This policy and your attached signed application contain the entire contract between you and us. Any statements you make will, in the absence of fraud, be considered representations and not warranties. Also, any statement that you make will not be used to void this policy, nor will it be used in our defense if we refuse to pay a claim, unless the statement is contained in your application a copy of which has been furnished to you.

No change or waiver of any provision of this policy, or any certificate issued under it, will be valid unless made in writing by us and signed by our president, a vice-president, our secretary, or an assistant secretary. No agent or other person has the authority to change or waive any provision of this policy, nor of any certificate issued under it.

In making any benefits determination under this policy, we shall have the discretionary authority both to determine an individual's eligibility for benefits and to construe the terms of this policy.

Are employees of associated companies eligible for insurance under this policy?

Yes. Employees of associated companies may be eligible for insurance under this policy. Associated companies are shown on the specifications page attached to this policy. You represent any associated company in all transactions pertaining to this policy. Your acts or omissions and every notice given by us to you shall be binding on every associated company. When an associated company ceases its participation under the policy, the policy shall be considered to be terminated for all employees of the associated company. All provisions related to the policy terminating will apply to such employees.

Can this policy be amended?

Yes. The certificate holder's consent is not required to amend this policy or any certificates issued under it. Any amendment will be without prejudice to any claim for benefits incurred prior to the effective date of the amendment.

Who is eligible for insurance?

An employee is eligible if he or she:

- (1) is a member of the eligible group and of an eligible class as shown on the specifications page attached to this policy; and
- (2) works for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this policy; and
- (3) has satisfied the waiting period as shown on the specifications page attached to this policy; and

- (4) meets the actively at work requirement described in the "What is the actively at work requirement?" provision of this section.

All new employees or members or dependents in the groups or classes eligible for such insurance will be added to such groups or classes for which they are respectively eligible.

Are retired employees eligible for insurance?

If the plan sponsor's plan of insurance, as shown on the specifications page attached to this policy, does not specifically provide insurance for retired employees, a retired employee shall not be eligible to become insured, nor to have his or her insurance continued. If the plan sponsor's plan of insurance specifically provides insurance for retired employees, the minimum hours per week and actively at work requirements will not apply to such persons.

What is the actively at work requirement?

To be eligible to become insured or to receive an increase in the amount of insurance, an employee must be actively at work performing his or her customary duties at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

Employees not working due to illness or injury do not meet the actively at work requirement nor do employees receiving sick pay, short-term disability benefits or long-term disability benefits.

If the employee is not actively at work on the date coverage would otherwise begin, or on the date an increase in his or her amount of insurance would otherwise be effective, he or she will not be eligible for the coverage or increase until he or she returns to active work. However, if the absence is on a non-work day, coverage will not be delayed provided the employee was actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this policy, an employee is eligible to continue to be insured only while he or she remains actively at work.

When does a certificate holder's insurance become effective?

A certificate holder's insurance becomes effective on the date that all of the following conditions have been met:

- (1) the certificate holder meets all eligibility requirements; and
- (2) if required, the certificate holder applies for the insurance on forms which are approved by us; and
- (3) we receive the required premium.

Can an insured's coverage be continued during the employee's sickness, injury, leave of absence or temporary layoff?

Yes. Insurance may be continued on an insured employee, his or her insured spouse, if the employee 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 subject to the following maximum time frames:

- (1) for an employee on non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 12 months from the last day the insured employee was actively at work.
- (2) for an employee on a medical leave of absence, insurance cannot be continued beyond the later of 12 months from the last day the insured employee was actively at work or the date the employee attains age 65.

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

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

Premiums

When and how often are premiums due?

Unless we have agreed to some other premium payment procedure, premiums for this policy are remitted to us monthly. Premiums are due on the premium due date as shown on the specifications page attached to this policy.

We apply premiums consecutively to keep the insurance in force.

You may pay premiums before they are due for any period up to the next policy anniversary. Premiums paid in advance should be calculated at the rate of the monthly premium currently due.

Premium contributions for contributory insurance are to be paid to you unless we have agreed to some other premium payment procedure. The premium contributions by employees for contributory insurance should be remitted to us as due along with the premiums payable for noncontributory insurance.

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 you and we agree.

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee; or
- (2) irrespective of any rate guarantee, anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% or more.

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

Yes. This policy has a 31-day grace period. If a premium is not received by us on or before the date it is due, that premium may be paid during the 31-day grace period following the due date. The insurance under this policy will remain in effect during the 31-day grace period. This grace period does not apply to the first premium payment.

Can the premium be adjusted?

Yes. We will adjust the premium on each due date for insurance which was effective or terminated before the most recent due date, but not reflected in prior premium payments. We will charge you for any additional premium, and will refund any overpayment, excluding any overpayment made more than 12 months before the adjustment.

Accidental Death and Dismemberment Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury means that an insured's death or dismemberment results, directly and independently of all other causes, from an accidental injury which is unintended, unexpected, and unforeseen.

The injury must occur while the insured's coverage is in force. The insured's death or dismemberment must occur within 365 days after the date of the injury and while his or her coverage is in force.

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

The amount of the benefit shall be a percentage of the amount of insurance shown on the specifications page attached to this policy. The percentage is determined by the type of loss as shown in the following table:

TYPE OF LOSS	PERCENT OF AMOUNT OF INSURANCE
Life	100%
Both Hands or Both Feet	100%
Both Arms or Both Legs	100%
Sight of Both Eyes	100%
Speech and Hearing	100%
One Arm and One Leg	100%
One Hand and One Foot	100%
One Foot and Sight of One Eye	100%
One Hand and Sight of One Eye	100%

Quadruplegia.....	100%
Paraplegia.....	75%
Sight of One Eye.....	50%
Speech or Hearing.....	50%
One Hand or One Foot.....	50%
One Arm or One Leg.....	50%
Hemiplegia.....	50%
Thumb and Index Finger of One Hand.....	25%

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of arms or legs means complete severance at or above the elbow or knee joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical treatment or by artificial means. Loss of thumb and index finger means complete severance of both the thumb and the index finger at or above the metacarpophalangeal joints. Quadruplegia means total paralysis of both upper and lower limbs. Paraplegia means total paralysis of both lower limbs. Hemiplegia means total paralysis of upper and lower limbs on one side of the body.

A benefit is not payable for both loss of thumb and index finger of one hand and the loss of one hand for injury to the same hand as a result of any one accident.

Benefits may be paid for more than one accidental injury, but the total amount of insurance payable for an insured's losses under this policy for any one accident, not including any amount paid according to the terms of the Additional Benefits section of this policy, will never exceed the full amount of insurance shown on the specifications page attached to this policy unless otherwise specified in the Additional Benefits section of this policy. If no additional benefits are payable under the Additional Benefits section of this policy, the maximum amount payable will equal the full amount of the insured's insurance. Under no circumstance will more than one payment be made for the same loss or paralysis of the same limb.

Can a certificate holder request a change in the amount of his or her contributory insurance?

Yes. A certificate holder can request an increase or a decrease in the amount of his or her contributory insurance as shown on the specifications page attached to this policy. Requests may be made in writing, by telephone or any other method made available by us.

When will changes in coverage amounts be effective?

Increases and decreases in amounts of contributory insurance will be effective as shown on the specifications page attached to this policy. All increases in the amount of insurance are subject to the actively at work requirement.

What are the notice of claim and proof of loss requirements?

Written notice of injury on which a claim may be based must be given to us within 30 days after the accident. Proof of loss must be furnished to us within 90 days after the date of loss. However, failure to give such notice and

proof within the time provided will not invalidate the claim if it is shown that notice and proof were given as soon as reasonably possible.

When we receive written notice of claim, we will send the claimant our claim forms if he or she needs them. If the claimant does not receive the forms within 15 days, we will accept his or her written description as proof of loss.

When will the accidental death or dismemberment benefit be payable?

We will pay the accidental death or dismemberment benefit upon receipt at our home office of written proof satisfactory to us that a certificate holder died or suffered a covered dismemberment as a result of a covered accidental injury. All payments by us are payable from our home office.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the certificate holder's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 3% per year or the minimum required by state law, whichever is greater.

To whom will we pay the accidental death or dismemberment benefit?

In the case of a certificate holder's accidental death, we will pay the accidental death benefit to the beneficiary or beneficiaries. All other benefits will be payable to the certificate holder, if living, otherwise to the certificate holder's estate.

A beneficiary is named by a certificate holder to receive the accidental death benefit to be paid at the certificate holder's accidental death. The certificate holder may name one or more beneficiaries. The certificate holder cannot name the policyholder or an associated company as a beneficiary.

The certificate holder may also choose to name a beneficiary that the certificate holder 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 the certificate holder has requested another method in writing. To receive the accidental death benefit, a beneficiary must be living at the time of the certificate holder's accidental death. In the event a beneficiary is not living at the time of the certificate holder's accidental death, that beneficiary's portion of the accidental death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of the certificate holder and a beneficiary, the accidental death benefit will be paid as if the certificate holder survived the beneficiary.

If there is no eligible beneficiary, or if the certificate holder does not name one, we will pay the accidental death benefit to:

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

Can a certificate holder add or change beneficiaries?

Yes. A certificate holder can add or change beneficiaries if all of the following are true:

- (1) the certificate holder's coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) the certificate holder has not assigned the ownership of his or her insurance.

A request to add or change a beneficiary must be made in writing. All requests are subject to our approval. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving a certificate holder's request.

Exclusions

What are the exclusions under this policy?

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

- (1) suicide or attempted suicide, whether sane or insane; or
- (2) intentionally self-inflicted injury or any attempt at self-inflicted injury, whether sane or insane; or
- (3) the insured's participation in or attempt to commit a crime, assault or felony; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) medical or surgical treatment including diagnostic procedures; or
- (6) alcohol, drugs, poisons, gases or fumes, voluntarily taken, administered, absorbed, inhaled, ingested or injected; or
- (7) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- (8) travel or flight in or on any vehicle used for aerial navigation including getting in, out, on, or off such vehicle, if the insured is:
 - (a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - (b) acting as a pilot or a crew member of any aircraft, unless riding as a passenger; or
 - (c) riding as a passenger in a non-chartered aircraft which is owned, leased, operated, or

- controlled by the eligible employee's employer; or
- (d) a student taking a flying lesson, unless riding as a passenger; or
- (e) hang gliding; or
- (f) parachuting, except when the insured has to make a parachute jump for self-preservation; or
- (9) war or any act of war, whether declared or undeclared; or
- (10) riot or civil insurrection; or
- (11) service in the military of any nation, except as shown under Reserve-National Guard Benefit.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the accidental death and dismemberment benefits. Additional benefits are paid in addition to any accidental death and dismemberment benefits described in the Accidental Death and Dismemberment section, unless otherwise stated. All provisions of this policy including but not limited to the "Exclusions" section shall apply to these additional benefits.

Air Bag Benefit

What is the air bag benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional accidental death benefit equal to the lesser of \$5,000 or 5% of the amount payable due to the death, provided:

- (1) the seat in which the insured was seated was equipped with a properly installed airbag at the time of the accident; and
- (2) the private passenger car is equipped with seatbelts; and
- (3) a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
- (4) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Airbag means a passive restraint device in a vehicle which inflates upon collision to protect an individual from injury or death.

Seatbelt means a properly installed seatbelt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or plan sponsor-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Disappearance Benefit

What is the disappearance benefit?

If an insured's body has not been found after one year from the date the conveyance in which he or she was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the policy, that the insured has died as a result of an accidental injury which was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this policy.

Exposure Benefit

What is the exposure benefit?

If an insured is unavoidably exposed to the elements by reason of a covered accident and suffers a loss that is included in the list of covered losses as a result of such exposure, such loss will be covered under the terms of this policy.

Reserve-National Guard Benefit

What is the Reserve-National Guard Benefit?

Benefits will be paid for a loss due to injury of any insured which is sustained while the insured is a member of an organized Reserve Corps or National Guard Unit and is:

- (1) attending any regularly scheduled or routine training of less than 60 days, or is en route to or from such training; or
- (2) attending a service school no matter how long it is, or is en route to or from that school; or
- (3) taking part in any authorized inactive duty training; or
- (4) taking part as a unit member in a parade or exhibition authorized by official orders.

No benefit is payable for any loss that occurs during active duty. Service school means one operated by or on behalf of the United States of America or Canada.

Seatbelt Benefit

What is the seatbelt benefit?

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

- (1) \$10,000; or
- (2) 10% of the amount payable due to the death or dismemberment.

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

- (1) the private passenger car was equipped with seatbelts; and

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

Seatbelt means a properly installed seatbelt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or plan sponsor-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Termination

When does a certificate holder's insurance end?

A certificate holder's insurance ends on the earliest of the following:

- (1) the date this policy ends; or
- (2) the date the certificate holder no longer meets the eligibility requirements; or
- (3) the date this policy is amended so the certificate holder is no longer eligible; or
- (4) 31 days (the grace period) after the due date of any unpaid premium if the premium remains unpaid at that time; or
- (5) the last day for which premium contributions have been paid following a certificate holder's written request to cease participation under this policy.

If a certificate holder's insurance under this policy terminates due to non-payment of premiums, his or her coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during the certificate holder's lifetime.

Can a certificate holder's coverage be reinstated after termination?

Yes. When a certificate holder's coverage terminates because he or she is no longer eligible, and the certificate holder becomes eligible again within three months after the date his or her coverage terminated, such coverage under this policy, including all benefits previously terminated, may be reinstated.

The certificate holder's coverage under this policy shall be reinstated automatically, without satisfaction of any waiting period. The amount of insurance will be that which applies to the classification to which he or she then belongs, on the date he or she again becomes eligible. If the plan sponsor's plan of insurance provides for contributory insurance under this policy, a certificate holder's amount of contributory insurance will be limited to that for which he or she was insured immediately prior to the loss of coverage.

When does this policy terminate?

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

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

Can this policy be reinstated?

No. We will not reinstate this policy after it terminates. The plan sponsor must submit a new application for a new policy after the plan sponsor has ceased participation under this policy.

Family Coverage

If a certificate holder has dependents, he or she may elect coverage for his or her eligible dependents as described below. All provisions of the policy applicable to an "insured" shall apply to an insured dependent.

Dependents Benefit

What is the dependents benefit?

The dependents benefit provides accidental death and dismemberment insurance on the lives of the insured employee's eligible dependents.

What members of the insured employee's family are eligible for this benefit?

The following members of the insured employee's family are eligible for this benefit: the insured employee's spouse who is not legally separated from the employee, who is not eligible for insurance as an employee under this policy and meets any age requirement as shown on the specifications page attached to this policy.

When does insurance on a dependent become effective?

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

- (1) the dependent meets all eligibility requirements; and
- (2) if required, the insured employee applies for dependents coverage on forms which are approved by us; and
- (3) we receive the required premium.

Any dependent who, subsequent to the effective date of the insured employee's certificate supplement for dependents accidental death and dismemberment insurance, meets the requirements of this provision will

become insured on the date he or she so qualifies unless additional premium is required. If additional premium is required, the insurance of such later-acquired dependent shall be effective under the same conditions which apply if the employee was then first becoming eligible for dependents insurance under this policy.

If a dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement. However, in no event will insurance on a dependent be effective before the insured employee's insurance under this policy is effective.

What is the amount of the accidental death and dismemberment benefit for each insured dependent?

The amount of insurance for a dependent is shown on the specifications page. The "Accidental Death and Dismemberment" section found earlier in this policy describes the amount of benefits, which are based on the amount of insurance.

When will the accidental death or dismemberment benefit be payable?

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

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the insured dependent's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 3% per year or the minimum required by state law, whichever is greater.

To whom will we pay a dependents accidental death or dismemberment benefit?

A dependents accidental death or dismemberment benefit will be paid to the certificate holder, if living, otherwise to his or her estate.

Dependents Benefit Termination

When does an insured dependent's coverage terminate?

An insured dependent's coverage terminates 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 unpaid premium if the premium remains unpaid at that time; or
- (3) the last day for which premium contributions have been made following an insured employee's

- written request that insurance on his or her dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy; or
 - (5) the date the insured spouse reaches age 75.

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

Additional Information

Do we have the right to obtain independent medical verification?

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

What if an insured's age has been misstated?

If an insured's age has been misstated, the accidental death or dismemberment 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 to the premium you pay for the insured's noncontributory insurance and to the premium an insured pays for contributory insurance, if any, so that the actual premium required at the insured's correct age is paid.

When does an insured's insurance become incontestable?

Except for fraud or the non-payment of premiums, after the insured's insurance has been in force during his or her lifetime for two years from the effective date of his or her coverage, we cannot contest the insured's coverage. However, if there has been an increase in the amount of insurance for which the insured was required to apply, 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 the insured makes in his or her application will, in the absence of fraud, be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, or defend against a claim, unless the statement is contained in the application attached to the insured's certificate.

Can a certificate holder's 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, the certificate holder files the original

instrument or a certified copy with us at our home office, and we send the certificate holder an acknowledged copy.

We are not responsible for the validity of any assignment. A certificate holder is responsible for ensuring that the assignment is legal in his or her state and that it accomplishes his or her 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 plan sponsor required to maintain records?

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

If a clerical error is made in keeping records on the insurance under this policy, it will not affect otherwise valid insurance. A clerical error does not continue insurance which is otherwise stopped, nor put into effect insurance to which an insured is not otherwise entitled. If an error causes a change in premium payment, we will make a fair adjustment.

Will a certificate of insurance be provided for each certificate holder?

Yes. We will provide you with a certificate of insurance for delivery to each certificate holder. The certificate will include information regarding the principal provisions of his or her coverage.

Will this policy receive experience credits?

Each year we will determine if this policy will receive an experience credit.

Are you our agent?

No. For all purposes of this policy, neither you, an associated company, nor any administrator you appoint is our agent. We will not be liable for any of your acts or omissions or those of an associated company or administrator.

Will the provisions of this policy conform with state law?

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

MINNESOTA LIFE

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