
***STATE OF
VERMONT***



**GROUP LIFE
INSURANCE CERTIFICATE**

Revised July 2008

MINNESOTA LIFE

Minnesota Life Insurance Company

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

POLICYHOLDER: STATE OF VERMONT

POLICY NUMBER: 29075-G

Read Your Certificate Carefully

You are insured under the group policy shown on the specifications page attached to this certificate. This certificate summarizes the principal provisions of the group policy that affect you. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the policyholder during regular working hours.

Dennis E. Paulsen

Secretary

Robert L. Sauble

President

TABLE OF CONTENTS

Specifications Page (Eligibility, Amount of Insurance)	A	Conversion Right	6
General Information	2	Additional Information	7
Death Benefit	4	Definitions	8
Termination	5		

GENERAL INFORMATION

POLICYHOLDER: State of Vermont **POLICY NUMBER:** 29075-G

ASSOCIATED COMPANIES: Vermont State Employees Association
Vermont Historical Society

POLICY EFFECTIVE DATE: January 1, 2008

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

GROUP: The group is composed of active permanent full-time, permanent part-time and certain retired employees of the policyholder; active permanent full-time and permanent part-time employees of the policyholder's associated companies; and disabled individuals with an extended death benefit. Notwithstanding anything in the policy to the contrary, those employees who were insured under the prior Minnesota Life group term life policy 29075-G on December 31, 2007 and who would have been insured under that policy on January 1, 2008 had that policy remained in force shall become insured under this policy on January 1, 2008.

ENROLLMENT PERIOD: 60 days from the first day of continuous eligible employment.

WAITING PERIOD: For employees in an eligible class on January 1, 2008: None
For all other employees: 30 days of continuous eligible employment.

MINIMUM HOURS PER WEEK REQUIREMENT: For permanent full-time employees: 30 hours per week. For permanent part-time employees: 15 hours per week for 52 weeks a year.

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

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

TERM LIFE:

<u>Eligible Class</u>	<u>Class Description</u>	<u>Amount of Insurance</u>
1	All active employees other than those in Class 2.	Two times annual earnings, rounded to the next lower \$100 if not already a multiple thereof, subject to a maximum of \$375,000. If two times annual earnings is less than \$20,000, the amount of insurance will be \$20,000.
2	Certain active employees who were insured prior to July 1, 1969.	Employees who were insured for \$1,000, \$2,000 or \$3,000 on July 1, 1969 and chose to retain such amount are insured for those amounts.
3	Disabled individuals with an extended death benefit.	For individuals under age 65, the amount of insurance for which the eligible individual was insured immediately prior to the onset of the disability. If the person is eligible, the amount of insurance is reduced to \$10,000 at age 65.
4	All eligible retirees of the State of Vermont* who had at least 20 years of service with the employer.	\$10,000

*Retirees of associated companies are not eligible for retiree life insurance.

ACCIDENTAL DEATH AND DISMEMBERMENT:

<u>Eligible Class</u>	<u>Class Description</u>	<u>Amount of Insurance</u>
1	All employees.	An amount equal to the amount of term life insurance for which the insured is insured under the group policy, except that there shall be no accidental death and dismemberment insurance for the following: (1) those insured for life insurance in an amount of \$1,000, \$2,000 or \$3,000, per their election to retain such life insurance made on July 1, 1969; and (2) disabled individuals with an extended death benefit; and (3) retirees.

CONTRIBUTORY/NONCONTRIBUTORY: Insurance for qualified retirees, those on qualified leave of absence due to sickness or injury, those on military leave, and those disabled individuals with an extended death benefit is noncontributory insurance. All other insurance under this certificate is contributory insurance.

EFFECTIVE DATE OF INCREASES/DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS: The date of the change in eligible class or earnings.

ADDITIONAL INFORMATION

SUPPLEMENT(S) TO THE CERTIFICATE

Accidental Death and Dismemberment

Accelerated Benefits

General Information

What is your agreement with us?

You are insured under the group policy shown on the specifications page attached to this certificate. Your application as defined under this certificate is 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.

Who is eligible for insurance?

You are eligible if you:

- (1) are a member of the group and of an eligible class as defined in the group policy; and
- (2) work for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this certificate; and
- (3) have satisfied the waiting period as shown on the specifications page attached to this certificate; and
- (4) meet the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

Are retired employees eligible for insurance?

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

What is the actively at work requirement?

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

If you are not actively at work on the date coverage would otherwise begin, or on the date an increase in your amount of insurance would otherwise be effective, you will not be eligible for the coverage or increase until you return to active work. However, if the absence is on a non-work day, coverage will not be delayed provided you were actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this certificate, you are eligible to continue to be insured only while you remain actively at work.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to this certificate states that evidence of insurability is required; or
- (2) the insurance is contributory and you do not enroll within the enrollment period shown on the specifications page attached to this certificate; or
- (3) the insurance 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 insurance become effective?

Insurance becomes effective on the date that all the following conditions have been met:

- (1) you meet all eligibility requirements; and
- (2) if required, you apply for the insurance on forms which are approved by us; and
- (3) we are satisfied with your evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

When will changes in your coverage amount be effective?

Increases and decreases in insurance amounts which result from a change in your eligible class or earnings will be effective as shown on the specifications page attached to this certificate.

All increases in the amount of insurance are subject to the actively at work requirement.

Can your coverage be continued during absences from work, including retirement?

Yes. The employer may continue your insurance when you are absent from work due to sickness, injury, leave of absence, or retirement. Continuation of your insurance is subject to the following time limits.

For a leave of absence without pay for your sickness or injury, coverage is continued for up to 12 months. The employer will pay the entire premium during this period.

For a leave of absence without pay to serve in the Legislature, coverage is continued for the duration of the leave, so long as you pay your share of the premium.

For a leave of absence without pay that is a qualified leave of absence under the Family and Medical Leave Act of 1993 (FMLA), coverage may be continued for the duration of the eligible leave as long as the appropriate premium is paid.

For a military leave of absence without pay, coverage is continued for up to 12 months. The employer will pay the entire premium during this period.

For a leave of absence without pay for any reason except as provided above, coverage ends on the last day of the month following the month during which the leave of absence without pay began. When you return to work, you will be reinstated without the need for medical evidence of insurability.

Notwithstanding the above, if you are on a leave of absence and lose coverage due to failure to pay your share of premium in a timely manner or because you voluntarily cancel coverage, once you return to work, in order to be reinstated you will need to provide medical evidence of insurability.

If you become totally disabled prior to age 60, your life insurance coverage may be continued at no cost to you. **Contact your Personnel Officer for more information.** There is no accidental death and dismemberment coverage for individuals with this extended death benefit. If you remain totally disabled and meet all the rules of the extended death benefit provisions, coverage is continued until age 65. At age 65, if you have at least 20 years of creditable service with the State of Vermont, as determined by the Retirement Division of the State, the retiree benefit shall apply. The State of Vermont will pay the entire premium. If you do not have at least 20 years of creditable service or the employer was not the State of Vermont, all benefits end at age 65.

At retirement, if you have completed 20 years of creditable service with the State of Vermont, the retiree life benefit applies, except that the employee accidental death and dismemberment coverage ends at retirement. If you have not completed 20 years of creditable service with the State of Vermont, all coverage ends at retirement.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this certificate.

When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that you died while insured under this certificate. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of your death until the date of payment. Interest will be at an annual rate determined by us, but never less than 6% per year compounded annually, or the minimum required by state law, whichever is greater.

Payment of the death benefit will extinguish our liability under the certificate for which the death benefit has been paid.

To whom will we pay the death benefit?

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

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

If there is more than one beneficiary, each will receive an equal share, unless you have requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of your death. In the event a beneficiary is not living on the date of your death, that beneficiary's portion of the death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of you and a beneficiary, the death benefit will be paid as if you survived the beneficiary.

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

- (1) your lawful spouse or civil union partner, 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) 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. A change will take effect as of the date it is signed, but 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 this certificate.

When does the group policy terminate?

The policyholder may terminate the group policy by giving us 60 days prior written notice. We reserve the right to terminate the group policy on the earlier of the following to occur:

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) 60 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 this 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; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which you become eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date your insurance is 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 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.

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.

Is there a suicide exclusion?

There is no suicide exclusion for your life insurance. Exclusions for your accidental death and dismemberment insurance, including a suicide exclusion, are listed on the Accidental Death and Dismemberment Certificate Supplement found later in this booklet.

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.

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 attached to your certificate.

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 may 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.

Definitions

age

Attained age as of most recent birthday.

application

Your payroll deduction form and, if required, your evidence of insurability application.

associated company

Any company which is designated by the policyholder and agreed to by us to participate under the group policy, as listed on the specifications page attached to this certificate.

certificate effective date

The date your coverage under this certificate becomes effective.

contributory insurance

Insurance for which you are required to make premium contributions.

earnings

Your basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation. For individuals who work between 15 and 40 hours per week, earnings and premiums are based on a 40 hour week. For employees regularly scheduled for more than 40 hours per week based upon a collective bargaining agreement provision regarding length of regular work week, earnings are based on the hours in such regular schedules.

employee

An individual who is employed by the policyholder or by an associated company. The term employee does not include temporary employees nor contractual employees.

employer

The policyholder or any designated associated companies.

evidence of insurability

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

insured

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

non-work day

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

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

noncontributory insurance

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

policyholder

The owner of the group policy as shown on the specifications page attached to this certificate.

specifications page

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

waiting period

The period, if any, of continuous employment with the employer required prior to becoming eligible for coverage under this certificate. The waiting period is shown on the specifications page attached to this certificate.

we, our, us

Minnesota Life Insurance Company.

you, your, certificate holder

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

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.

Accidental Death and Dismemberment Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this supplement means that your death or dismemberment results, directly and independently of all other causes, from an accidental injury which is unintended, unexpected, and unforeseen and which is not the result of disease or bodily infirmity.

The injury must occur while your coverage under this supplement is in force. Your death or dismemberment must occur within 180 days after the date of the injury and while your coverage under this supplement is in force. However, if the injury occurs while your coverage is in force and your coverage then terminates because the policy terminates, your coverage need not be in force at the time of death or dismemberment provided the death or dismemberment occurs within 90 days after the date of the injury.

In no event will we pay the accidental death or dismemberment benefit where your 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) your participation in or attempt to commit a felony; or
- (3) bodily or mental infirmity, illness or disease; or
- (4) drugs or alcohol, voluntarily taken, administered, absorbed, inhaled, ingested or injected; or
- (5) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- (6) war or any act of war, whether declared or undeclared.

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

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
Quadriplegia	Full Amount of Insurance
Paraplegia	75% of Amount of Insurance
Hemiplegia	50% of Amount of Insurance
Sight of One Eye	50% of Amount of Insurance
One Hand or One Foot	50% of Amount of Insurance

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

Benefits may be paid for more than one accidental injury but the total amount of insurance payable under this supplement, not including benefits paid under the Additional Benefits section, will never exceed the full amount of insurance shown on the specifications page attached to your certificate. Accidental death and double dismemberment amounts will be at least \$5,000.00 and single dismemberment amounts shall be at least \$2,500.00.

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. We will pay interest on the benefit from the date of your death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 6% per year compounded annually or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

We pay the death benefit to the person or persons entitled to receive them under the terms of your certificate. The benefit for other losses is paid to you.

Additional Benefits

Repatriation Benefit

When is the repatriation benefit?

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

Exposure Benefit

What is the exposure benefit?

If you are unavoidably exposed to the elements by reason of a covered accident and suffer 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 supplement.

Disappearance Benefit

What is the disappearance benefit?

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

Termination

When does your coverage under this supplement terminate?

Your coverage ends on the earliest 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; or
- (3) when the total amount of insurance paid under this supplement due to your accidental injuries, not including benefits paid under the Additional Benefits section, equals the full amount of your insurance.

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.

Dennis E. Paderewsky

Secretary

Robert L. Sauble

President

Benefits received under this Accelerated Benefits Certificate Supplement may be taxable. You should seek assistance from a personal tax advisor prior to requesting an accelerated payment of death benefits.

General Information

This certificate supplement is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein.

If you are terminally ill, can you receive your life insurance proceeds prior to your death?

Yes. This supplement provides for the accelerated payment of either the full or 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 insurance as shown on the specifications page attached to your certificate.

immediate family

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

physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include you or a member of your immediate family.

Terminal Condition

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

What evidence do we require of your terminal condition?

We must be given evidence that satisfies us that your life expectancy, because of sickness or accident, is twelve months or less. That evidence must include certification by a physician.

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have 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?

We will multiply the death benefit by the accelerated benefit factor to determine the accelerated benefit available.

How do we calculate the accelerated benefit factor?

The accelerated benefit factor will be stated as a percentage of your death benefit. When we calculate this factor, we will consider your age and gender.

We will also base our calculation on certain assumptions, which we may change from time to time, including but not limited to assumptions about:

- (1) expected future premiums; and
- (2) your life expectancy.

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

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

- (1) coverage must be in force and all premiums due must be fully paid; and
- (2) application must be made in writing and in a form which is satisfactory to us. We will tell you which 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 \$1,000,000.

Do you have to take the entire accelerated benefit?

No. You may choose to receive a partial accelerated benefit. If you do so, your remaining coverage will stay in force.

If you elect to receive only a partial 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.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under your certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

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

If you elect to receive accelerated benefits which total the entire accelerated benefit available under this supplement, your coverage and all other benefits under the certificate and any certificate supplements for you will end.

How will we pay the accelerated benefit?

We will pay the accelerated benefit in one lump sum or 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

**PER3
State of Vermont
Department of Human Resources
Employee Benefits Unit
144 State Street
Montpelier, VT 05620-1701**