

Group Term Life Policy Amendment #9

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. 34390-G issued by Minnesota Life Insurance Company to City of Phoenix. This amendment is effective as of the dates shown below. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

Effective January 1, 2025:

1. The Accidental Death and Dismemberment Policy Rider is amended to include a Line of Duty Exposure Benefit as follows:

Line of Duty Exposure Benefit (applies only to Classes 4, 5, 6, 13, 14, 15, 16)

What is the Line of Duty exposure benefit?

If an insured's loss of life is due to any disease, infirmity or impairment of health that is caused by or results from, directly or indirectly, any condition as set forth in A.R.S. § 23-901.01(B) and A.R.S. § 23-901.09 (or the most recent amended version of these regulations will be used to determine this benefit), and that disease, infirmity, or impairment manifested due to the insured's inhalation of smoke or chemical substance while in the course of the insured's occupation, the loss of life will be covered as if it were due to injury.

This benefit will only be payable if a benefit is paid under the policyholder's Workers' Compensation Plan or any replacement plan for the same disease, infirmity or impairment of health.

An insured's loss of life resulting solely from the disease, infirmity or impairment that manifested due to the inhalation of smoke or chemical substance while in the course of the insured's occupation shall not be excluded under exclusion (4) of this rider.

2. The Occupational Accidental Death and Dismemberment Policy Rider, is amended:
 - A. to remove the last paragraph under the Life of Duty Exposure Benefit which limits payment to the Occupational AD&D Policy Rider.
 - B. to add a list of eligible classes to the Life of Duty Exposure Benefit.

As a result of this amendment the Life of Duty Exposure Benefit is amended to read as follows:

Line of Duty Exposure Benefit (applies only to Classes 4, 5, 6, 13, 14, 15, 16)

What is the Line of Duty exposure benefit?

If an insured's loss of life is due to any disease, infirmity or impairment of health that is caused by or results from, directly or indirectly, any condition as set forth in A.R.S. § 23-901.01(B) and A.R.S. § 23-901.09 (or the most recent amended version of these regulations will be used to determine this benefit), and that disease, infirmity, or impairment manifested due to the insured's inhalation of smoke or chemical substance while in the course of the insured's occupation, the loss of life will be covered as if it were due to injury.

This benefit will only be payable if a benefit is paid under the policyholder's Workers' Compensation Plan or any replacement plan for the same disease, infirmity or impairment of health.

An insured's loss of life resulting solely from the disease, infirmity or impairment that manifested due to the inhalation of smoke or chemical substance while in the course of the insured's occupation shall not be excluded under exclusion (4) of this rider.

Effective January 1, 2026:

A one-time open enrollment guaranteed issue offer is added to the policy as follows:

ONE TIME OPEN ENROLLMENT

Effective January 1, 2026
(applies to classes 1 – 16)

The policyholder will hold a one-time open enrollment in October – November of 2025. During this enrollment, the following elections will not require evidence of insurability:


- An employee may elect for the first time or increase existing optional life insurance by up to 5 \$10,000 increments (\$50,000 total) provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000.

Coverage will be effective January 1, 2026, subject to the actively at work requirement.

As a result of this change:

- The Group Policy Specifications Page is replaced with the attached Group Policy Specifications Page dated effective January 1, 2026.
- The Accidental Death and Dismemberment Policy Rider is replaced with the attached Accidental Death and Dismemberment Policy Rider.
- The Occupational Accidental Death and Dismemberment Policy Rider is replaced with the attached Occupational Accidental Death and Dismemberment Policy Rider.

Agreed to by Minnesota Life Insurance Company on August 11, 2025.

By  SEM
Vice President and Actuary

GROUP POLICY SPECIFICATIONS PAGE

GENERAL INFORMATION

POLICYHOLDER:	City of Phoenix	POLICY NO.: 34390-G																																						
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.																																							
POLICY SITUS:	The policy was issued and delivered in the state of Arizona.																																							
POLICY EFFECTIVE DATE:	January 1, 2015. This specifications page represents the plan in effect as of January 1, 2026.																																							
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2016.																																							
PREMIUM DUE DATE(S):	The first day of each month.																																							
GROUP:	<p>The group is composed of all active eligible full-time employees and certain eligible part-time employees in Unit 1 of the policyholder and its associated companies working in the United States in the following classes:</p> <p>Note: As of July 1, 2016, all eligible part-time Unit 1 employees are eligible to enroll for all benefits eligible to a Class 1 employee.</p> <table><tr><td>Class 1</td><td>001 Field Unit 1</td></tr><tr><td>Class 2</td><td>002 Field Unit 2</td></tr><tr><td>Class 3</td><td>003 Office and Clerical Unit 3</td></tr><tr><td>Class 4</td><td>004 Police Officers Unit 4</td></tr><tr><td>Class 5</td><td>005 Firefighters Unit 5</td></tr><tr><td>Class 6</td><td>006 Police Supervisory and Professional Unit 6</td></tr><tr><td>Class 7</td><td>007 Supervisory and Professional Units 7</td></tr><tr><td>Class 8</td><td>008 Confidential Office and Clerical Unit 8</td></tr><tr><td>Class 9</td><td>009 Middle Managers</td></tr><tr><td>Class 10</td><td>010 Executives</td></tr><tr><td>Class 11</td><td>011 Mayor and City Council Unit 8</td></tr><tr><td>Class 12</td><td>012 Executive</td></tr><tr><td>Class 13</td><td>016 Middle Managers Police</td></tr><tr><td>Class 14</td><td>017 Middle Managers Fire</td></tr><tr><td>Class 15</td><td>018 Executives Police</td></tr><tr><td>Class 16</td><td>019 Executives Fire</td></tr><tr><td>Class 17</td><td>000 Police Reservists</td></tr><tr><td>Class 18</td><td>Arizona Municipal Water User's Association - Removed from the policy 12/31/2016.</td></tr><tr><td>Class 19</td><td>Closed Disabled Group (grandfathered coverage)</td></tr></table>		Class 1	001 Field Unit 1	Class 2	002 Field Unit 2	Class 3	003 Office and Clerical Unit 3	Class 4	004 Police Officers Unit 4	Class 5	005 Firefighters Unit 5	Class 6	006 Police Supervisory and Professional Unit 6	Class 7	007 Supervisory and Professional Units 7	Class 8	008 Confidential Office and Clerical Unit 8	Class 9	009 Middle Managers	Class 10	010 Executives	Class 11	011 Mayor and City Council Unit 8	Class 12	012 Executive	Class 13	016 Middle Managers Police	Class 14	017 Middle Managers Fire	Class 15	018 Executives Police	Class 16	019 Executives Fire	Class 17	000 Police Reservists	Class 18	Arizona Municipal Water User's Association - Removed from the policy 12/31/2016.	Class 19	Closed Disabled Group (grandfathered coverage)
Class 1	001 Field Unit 1																																							
Class 2	002 Field Unit 2																																							
Class 3	003 Office and Clerical Unit 3																																							
Class 4	004 Police Officers Unit 4																																							
Class 5	005 Firefighters Unit 5																																							
Class 6	006 Police Supervisory and Professional Unit 6																																							
Class 7	007 Supervisory and Professional Units 7																																							
Class 8	008 Confidential Office and Clerical Unit 8																																							
Class 9	009 Middle Managers																																							
Class 10	010 Executives																																							
Class 11	011 Mayor and City Council Unit 8																																							
Class 12	012 Executive																																							
Class 13	016 Middle Managers Police																																							
Class 14	017 Middle Managers Fire																																							
Class 15	018 Executives Police																																							
Class 16	019 Executives Fire																																							
Class 17	000 Police Reservists																																							
Class 18	Arizona Municipal Water User's Association - Removed from the policy 12/31/2016.																																							
Class 19	Closed Disabled Group (grandfathered coverage)																																							
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 45 days from the first day of eligibility for contributory insurance.																																							
WAITING PERIOD:	None																																							
MINIMUM HOURS:	As determined by the policyholder per the employee's class.																																							

EMPLOYEE BENEFIT SCHEDULE**EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance**

Note: Multiples of base annual salary is rounded to the next higher multiple of \$1,000 if not already a multiple thereof.

<u>Eligible Class</u>		<u>Amount of Basic Life Insurance</u>
Class 1	001 Field Unit 1	\$15,000
Class 2	002 Field Unit 2	The greater of one times base annual salary or \$25,000
Class 3	003 Office and Clerical Unit 3	The greater of one times base annual salary or \$25,000
Class 4	004 Police Officers Unit 4	\$15,000
Class 5	005 Firefighters Unit 5	One times base annual salary
Class 6	006 Police Supervisory and Professional Unit 6	One times base annual salary
Class 7	007 Supervisory and Professional Units 7	The greater of one times base annual salary or \$25,000
Class 8	008 Confidential Office and Clerical	One and one-half times base annual salary
Class 9	009 Middle Managers	One and one-half times base annual salary to a maximum of \$500,000
Class 10	010 Executives	One and three-quarters times base annual salary to a maximum of \$500,000
Class 11	011 Mayor and City Council	One and three-quarters times base annual salary to a maximum of \$500,000
Class 12	012 Executive	Two times base annual salary to a maximum of \$500,000
Class 13	016 Middle Managers Police	One and one-half times base annual salary to a maximum of \$500,000
Class 14	017 Middle Managers Fire	One and one-half times base annual salary to a maximum of \$500,000
Class 15	018 Executives Police	One and three-quarters times base annual salary to a maximum of \$500,000
Class 16	019 Executives Fire	One and three-quarters times base annual salary to a maximum of \$500,000
Class 17	000 Police Reservists	None
Class 19	Closed Disabled Group	None

Optional Life Insurance

<u>Eligible Class</u>	<u>Amount of Optional Life Insurance</u>
Classes 1-16	An amount elected by the employee in an increment of: <ul style="list-style-type: none">• \$10,000 to a maximum of \$250,000;• thereafter, \$50,000 to a maximum of \$500,000.
Class 17	None
Class 19	Amounts vary and are on file with the policyholder. Amounts of coverage range from \$30,000 to \$100,000.

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

Basic and Optional AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Basic and Optional AD&D Insurance</u>
Classes 1-16	An amount equal to the amount of basic and/or optional life insurance for which the employee is insured under the group policy.
Classes 17 and 19	None

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

Occupational AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Occupational AD&D Insurance</u>
Class 1 001 Field Unit 1	\$75,000
Class 2 002 Field Unit 2	\$75,000
Class 3 003 Office and Clerical Unit 3	\$75,000
Class 4 004 Police Officers Unit 4	\$100,000
Class 5 005 Firefighters Unit 5	\$75,000
Class 6 006 Police Supervisory and Professional Unit 6	\$100,000
Class 7 007 Supervisory and Professional Units 7	\$75,000
Class 8 008 Confidential Office and Clerical	\$75,000
Class 9 009 Middle Managers	\$75,000
Class 10 010 Executives	\$75,000
Class 11 011 Mayor and City council	\$75,000
Class 12 012 Executive	\$75,000
Class 13 016 Middle Managers Police	\$100,000
Class 14 017 Middle Managers Fire	\$75,000
Class 15 018 Executives Police	\$100,000
Class 16 019 Executives Fire	\$75,000

Class 17 000 Police Reservists \$25,000

Class 19 Closed Disabled Group None

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

Commutation AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Commutation AD&D Insurance</u>
-----------------------	---

Classes 1-16	\$200,000
--------------	-----------

Note: This benefit applies to all part-time employees of the policyholder, including part-time employees who are not insured under the group policy with life insurance.

Class 17 and 19	None
-----------------	------

AGGREGATE LIMIT:

Total liability for all losses for any one accident under the commutation AD&D benefit will not exceed \$3,000,000. If the total benefits otherwise payable would exceed this amount, the amount payable for each insured will be in the same proportion as the \$3,000,000 bears to the total amount of insurance that would have otherwise been payable except for this provision.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

(applies only to optional life and optional AD&D including those insureds in Class 19)

The amount of optional life/AD&D insurance on an employee age 65 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 Optional Life/AD&D Insurance</u>
70 - 74	65%
75 - 79	45%
80 and older	30%

Age reductions will apply the first day of the month following an insured employee's applicable birthday.

Note: The reduced coverage is rounded to the next higher \$1,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; optional insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For optional insurance:

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

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

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

\$150,000

EVIDENCE OF INSURABILITY:

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

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:

Increases and decreases due to a change in eligible class or earnings will become effective the first of the following month after the change in eligible class or earnings. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings.

All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE**DEPENDENTS TERM LIFE INSURANCE:**

An employee does not need to be insured for optional life insurance in order to be insured for dependents life insurance.

Spouse/Qualified Domestic Partner (QDP) insurance may not exceed the total amount of employee insurance.

Spouse/Qualified Domestic Partner Life Insurance**Eligible Class****Amount of Spouse/Qualified Domestic Partner Life Insurance**

Classes 1-16

An amount elected by the employee, in an increment of \$10,000, subject to a plan maximum of \$300,000.

Spouse/QDP insurance terminates upon the Spouse's/QDP's attainment of age 70.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

Child Life Insurance**Eligible Class****Amount of Child Life Insurance**

Classes 1-16

\$10,000, \$15,000, \$20,000 or \$25,000 as elected by the employee.

An employee's first eligible newborn child is automatically covered for \$10,000 for 45 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 45 days; otherwise the coverage shall terminate at the end of the 45-day period.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:	Dependents insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	<p>Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:</p> <p>For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.</p> <p>For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:</p> <p>For spouse/qualified domestic partner insurance: \$50,000</p> <p>For child insurance: All child life insurance is guaranteed issue regardless of when elected.</p>
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount. As an exception child life insurance will never require evidence of insurability.
EFFECT OF EMPLOYEE'S RETIREMENT:	All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

BENEFICIARY ELECTION CHANGES:	As an exception to the policy, an employee will manage beneficiary designations by using the eCHRIS electronic administration system used by the policyholder.
SUICIDE EXCLUSION:	The suicide exclusion applies to employee optional life and spouse/qualified domestic partner life insurance under this policy. Exclusions for AD&D, Occupational AD&D and Commutation AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.
ACCELERATED DEATH BENEFIT APPLICATION:	<p>The accelerated death benefit applies to basic and optional employee life insurance and spouse/qualified domestic partner life insurance.</p> <p>Specified Disease Benefit and Permanent Institutional Confinement Benefit applies to employee optional life insurance and spouse/qualified domestic partner life insurance.</p>
WAIVER OF PREMIUM APPLICATION:	Applies to contributory employee insurance.
REINSTATEMENT:	There is no reinstatement of coverage under this policy, unless termination is contested and the Civil Service Board requires the City of Phoenix to rehire and reinstate coverage to prior amount. An employee will be required to remit back premium if coverage is reinstated.

INITIAL OPEN ENROLLMENT:
(applies to the 2015 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ONE TIME OPEN ENROLLMENT
Effective January 1, 2022
(applies to classes 1 – 16)

The policyholder will hold a one-time open enrollment October – November 2021. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect for the first time or increase existing optional life insurance by up to 5 \$10,000 increments (\$50,000 total) provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000.

Coverage will be effective January 1, 2022, subject to the actively at work requirement.

ONE TIME OPEN ENROLLMENT
Effective January 1, 2026
(applies to classes 1 – 16)

The policyholder will hold a one-time open enrollment in October – November of 2025. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect for the first time or increase existing optional life insurance by up to 5 \$10,000 increments (\$50,000 total) provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000.

Coverage will be effective January 1, 2026, subject to the actively at work requirement.

ANNUAL OPEN ENROLLMENTS:
(beginning with the 2016 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may increase his or her optional life coverage by two \$10,000 increments, provided the resulting amount of insurance does not exceed \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount

Coverage will be effective on the date of the election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse, qualified domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership (an employee may increase his or her optional life insurance due to marriage or creation of domestic partnership).
- Loss of spouse/qualified domestic partner employment

RIDERS TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment
Benefits
Commutation AD&D Benefits
Dependents Term Life Benefits
Occupational AD&D Benefits
Portability Benefits
Waiver of Premium Benefits

Accidental Death and Dismemberment
Policy Rider

MINNESOTA LIFE

Minnesota Life Insurance Company, a Securian Financial Group affiliate
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides accidental death and dismemberment coverage subject to all terms, conditions, and exclusions herein.

Who is eligible for insurance under this rider?

An employee who is eligible under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this rider.

When does insurance under this rider become effective?

Insurance becomes effective on the date that the employee becomes insured for life insurance under the group policy.

Accidental Death and Dismemberment (AD&D) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this rider means that the insured's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is 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 death or dismemberment.

The injury must occur while the insured's coverage under this rider is in force. The insured's death or dismemberment must occur within 365 days after the date of the injury.

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

- (1) self-inflicted injury or self destruction, whether sane or insane; or
(2) suicide or attempted suicide, whether sane or insane; or
(3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity,

- regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
(4) bodily or mental infirmity, illness or disease; or
(5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
(6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's 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, or the absence of any legal proceedings, thereto; or
(7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
(8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
(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 or
(10) war or any act of war, whether declared or undeclared; or
(11) service in the military of any nation.

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 the group policy. The percentage is determined by the type of loss as shown in the following table:

Table with 2 columns: FOR LOSS OF, PERCENT OF AMOUNT OF BENEFIT. Rows include Life (100%), Both Hands or Both Feet (100%), Sight of Both Eyes (100%), Speech and Hearing in Both Ears (100%), One Hand and One Foot (100%), One Foot and Sight of One Eye (100%), One Hand and Sight of One Eye (100%), Quadriplegia (100%), Paraplegia (50%), Sight of One Eye (50%), Speech or Hearing in both Ears (50%), One Hand or One Foot (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 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 or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand). Loss of life shall include loss of life due to inhalation of smoke or chemical substance.

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet). Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of AD&D insurance payable under this rider for all of an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of AD&D insurance shown on the specifications page attached to the group policy.

When will the accidental death and dismemberment benefit be payable?

We will pay the AD&D benefit upon receipt at our home office of written proof satisfactory to us that the insured 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's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

A certificate holder's accidental death benefit will be paid to the person or persons entitled to receive a death benefit under the terms of the group policy. The benefit for other losses sustained by a certificate holder will be paid to the certificate holder, if living, otherwise to his or her estate.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the AD&D benefits. Additional benefits are paid in addition to any AD&D benefits described in the Accidental Death and

Dismemberment section, unless otherwise stated. All provisions of this rider, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" 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 AD&D benefit equal to the lesser of \$10,000 or 10% of the insured's amount of AD&D insurance.

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

- (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 policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV) that is not licensed commercially or being used for racing, acrobatic or stunt driving.

Bereavement and Trauma Counseling

What is the bereavement and trauma counseling benefit?

If an insured dies or suffers a covered dismemberment as the result of a covered accident we will pay an additional benefit for bereavement and trauma counseling session for the insured or the insured's immediate family members. We will pay \$50 per session up to five sessions to a maximum of \$250 per covered accident.

The benefit will be paid to the person(s) who provides proof they paid for the counseling. If the counseling is reimbursed or covered by other insurance, the benefit will be paid to the person who received the counseling, or in the case of a minor dependent, to the parent or guardian of

the minor dependent. Such counseling must meet all of the following conditions:

- (1) the covered bereavement and trauma counseling expenses must be incurred within one year from the date of the covered accident causing the covered loss; and
- (2) the expense is charged for a bereavement or trauma counseling session for the insured or one or more of the insured's immediately family members; and
- (3) the counseling is provided under the care, supervision, or order of a licensed physician; and
- (4) proof of the expense is provided.

For the purposes of this benefit:

Immediate Family Member means a person who is related to insured employee in any of the following ways: Spouse, Qualified Domestic Partner, Child (includes legally adopted child or stepchild) Brother, Brother-in-law, Sister, Sister-in-law, Son-in-law, Daughter-in law, Mother, Mother-in-law, Father, Father-in-law, Stepparents and Stepsiblings.

Coma Benefit

What is the coma benefit?

If an insured lapses into a coma as a result of and within 365 days of a covered accidental injury, and such coma has lasted for a minimum of 31 days, we will pay a monthly benefit equal to the lesser of:

- (1) 1% of the insured's amount of AD&D insurance; or
- (2) 1% of the difference between the insured's amount of AD&D insurance and the amount of any benefits paid under the loss table for the same accident. (if the full amount of AD&D insurance has been paid, no benefit is payable under this section).

This benefit will be paid monthly until the earliest of the following:

- (1) the date the insured recovers such that he or she is no longer in a coma as defined herein; or
- (2) the date of the insured's death. If an accidental death payment is due under this rider, the amount of such payment will be reduced by the amount of AD&D insurance paid under this coma provision; or
- (3) 11 monthly benefits have been paid.

Coma means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. The insured must be confined in a medical facility and diagnosed as comatose by a licensed physician.

Line of Duty Exposure Benefit (applies only to Classes 4, 5, 6, 13, 14, 15, 16)

What is the Line of Duty exposure benefit?

If an insured's loss of life is due to any disease, infirmity or impairment of health that is caused by or results from, directly or indirectly, any condition as set forth in A.R.S. § 23-901.01(B) and A.R.S. § 23-901.09 (or the most recent amended version of these regulations will be used to determine this benefit), and that disease, infirmity, or impairment manifested due to the insured's inhalation of smoke or chemical substance while in the course of the insured's occupation, the loss of life will be covered as if it were due to injury.

This benefit will only be payable if a benefit is paid under the policyholder's Workers' Compensation Plan or any replacement plan for the same disease, infirmity or impairment of health.

An insured's loss of life resulting solely from the disease, infirmity or impairment that manifested due to the inhalation of smoke or chemical substance while in the course of the insured's occupation shall not be excluded under exclusion (4) of this rider.

Felonious Assault Benefit

What is the felonious assault benefit?

If an insured employee dies or suffers a covered dismemberment as a result of a covered accident caused by a felonious assault, we will pay an additional AD&D benefit equal to the lesser of \$100,000 or 10% of the insured's amount of AD&D insurance.

A felonious assault is a physical assault by another person resulting in bodily harm to the insured employee. The assault must take place while the insured employee is performing his or her customary duties at the employer's normal place of business or at other places the employer's business requires the insured employee to travel. The assault must involve the use of force or violence with intent to cause harm and must be either a felony or a misdemeanor.

No benefit is payable if the assault is a result of a moving violation or is committed by an immediate family member or a coworker.

For the purposes of this benefit:

Immediate Family Member means a person who is related to insured employee in any of the following ways: Spouse, Qualified Domestic Partner, Child (includes legally adopted child or stepchild) Brother, Brother-in-law, Sister, Sister-in-law, Son-in-law, Daughter-in law, Mother, Mother-in-law, Father, Father-in-law, Stepparents and Stepsiblings.

Permanent Disfigurement Benefit

What is the permanent disfigurement benefit?

If an insured employee is critically burned and disfigured to the point of requiring reconstructive or cosmetic surgery as

a result of a covered accident which occurs while the insured employee is performing his or her customary duties at the employer's normal place of business or at other places the employer's business requires the insured employee to travel, we will pay an additional benefit based on the insured employee's amount of AD&D insurance according to the following table:

Percent of Bodily Disfigurement	Percentage of Benefit
75-100%	100%
50-74%	75%
25-49%	50%

Critically burned and disfigured means second degree burns.

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 AD&D benefit equal to the lesser of \$10,000 or 10% of the insured's amount of AD&D insurance.

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.

Termination

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

An insured's coverage ends on the earlier of:

- (1) the date the certificate holder is 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 rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this rider; 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 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 case of death.

Can insurance under this rider be converted to a policy of individual insurance upon termination?

No. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.

Renee D. Montz
Secretary

Stephen M. Hoffman
President

Occupational Accidental Death and Dismemberment
Policy Rider

MINNESOTA LIFE

Minnesota Life Insurance Company, a Securian Financial Group affiliate
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides a benefit for an employee's accidental death or dismemberment which occurs as a result of an accidental injury occurring while performing his or her customary duties at the employer's normal place of business or at other places the employer's business requires the employee to travel.

Who is eligible for insurance under this rider?

An employee who is insured under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this rider.

When does insurance under this rider become effective?

Insurance becomes effective on the date that the employee becomes insured for life insurance under the group policy.

Accidental Death and Dismemberment (ADD) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this rider means that the insured employee's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen and which occurs while the employee is performing his or her customary duties of his or her regular occupation at the employer's normal place of business, or at other places the employer requires the employee to travel. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning or inhalation of smoke or chemical substance. The bodily injury must be the sole cause of death.

The injury must occur while the employee's coverage under this rider is in force. The employee's loss must occur within 365 days after the date of the injury.

In no event will we pay the accidental death benefit where the employee's death is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

- (1) self-inflicted injury or self destruction, whether sane or insane; or
(2) suicide or attempted suicide, whether sane or insane; or
(3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
(4) bodily or mental infirmity, illness or disease; or
(5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
(6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's 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, or the absence of any legal proceedings, thereto; or
(7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
(8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
(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 or
(10) war or any act of war, whether declared or undeclared; or
(11) service in the military of any nation.

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

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

Table with 2 columns: TYPE OF LOSS, PERCENT OF AMOUNT OF INSURANCE. Rows include Life (100%), Both Hands or Both Feet (100%), Sight of Both Eyes (100%), Speech and Hearing in Both Ears (100%), One Hand and One Foot (100%), One Foot and Sight of One Eye (100%), One Hand and Sight of One Eye (100%), Quadriplegia (100%), Paraplegia (50%), Sight of One Eye (50%), Speech or Hearing in Both Ears (50%), Hemiplegia (50%).

One Hand or One Foot.....	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 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 or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet). Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of insurance payable for an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of insurance shown in the section of this rider entitled, "What is the amount of insurance?"

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 the insured employee died or suffered a dismemberment as a result of an accidental injury meeting the requirements of this rider. All payments by us are payable from our home office. The benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary.

To whom do we pay the benefit?

A certificate holder's accidental death benefit will be paid to the person or persons entitled to receive a death benefit under the terms of the group policy. The benefit for other losses sustained by a certificate holder will be paid to the certificate holder, if living otherwise to his or her estate.

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 Benefit section, unless otherwise stated. All provisions of this rider, including but not limited to the exclusions and requirements listed under the "What does accidental death or Dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

Commutation Benefit – applies to classes: 4, 5, 6, 13, 14, 15 and 16

What is the commutation benefit?

If an insured dies or suffers a loss as a result of a covered accident which occurs, while commuting directly between the insured's residence and the employer's premises where he or she normally works, we will pay a commutation benefit based on the benefit amount shown on the specifications page attached to policy.

The commutation benefit does not include:

- (1) personal deviations by the insured; or
- (2) accidents which happen more than 2 hours after the covered person leave his or her home or place of work, unless it can be shown:
 - (a) that the delay was caused by conditions beyond the control of the insured; or
 - (b) that more time was needed for normal direct commuting
- (3) an accident if occupational benefits are payable, even if death or loss occurs during the two hour commute from or to home and work.

Personal Deviations is defined as an activity that is not reasonably related to commuting directly between the covered person's City of Phoenix employment work location and the insured's home. An activity that occurs during the covered person's normal direct commuting route is covered under this rider, as long as it occurs within two hours of going to or returning from work.

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 and proof satisfactory to us that the accident occurred and the insured was a passenger on the conveyance, 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 rider.

Exposure Benefit

What is the exposure benefit?

A loss due to exposure to the elements will be covered as if it were due to injury, provided such loss results from unavoidable exposure to the elements by reason of a covered accident.

Line of Duty Exposure Benefit (applies only to Classes 4, 5, 6, 13, 14, 15, 16)

What is the Line of Duty exposure benefit?

If an insured's loss of life is due to any disease, infirmity or impairment of health that is caused by or results from, directly or indirectly, any condition as set forth in A.R.S. § 23-901.01(B) and A.R.S. § 23-901.09 (or the most recent amended version of these regulations will be used to determine this benefit), and that disease, infirmity, or impairment manifested due to the insured's inhalation of smoke or chemical substance while in the course of the insured's occupation, the loss of life will be covered as if it were due to injury.

This benefit will only be payable if a benefit is paid under the policyholder's Workers' Compensation Plan or any replacement plan for the same disease, infirmity or impairment of health.

An insured's loss of life resulting solely from the disease, infirmity or impairment that manifested due to the inhalation of smoke or chemical substance while in the course of the insured's occupation shall not be excluded under exclusion (4) of this rider.

Termination

When does an insured employee's coverage under this rider terminate?

An insured employee's coverage ends on the earlier of:

- (1) the date the employee is no longer eligible for the coverage; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this rider; or
- (2) the date the group policy is terminated.

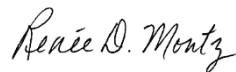
Additional Information

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have an insured employee 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.

Can insurance under this rider be converted to a policy of individual insurance upon termination?

No. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.



Secretary



President

Group Term Life Policy Amendment #8

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. 34390-G issued by Minnesota Life Insurance Company to City of Phoenix. This amendment is effective as of January 1, 2022. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

A one-time open enrollment opportunity has been added as follows:

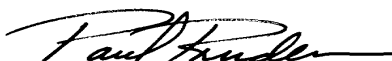
**ONE TIME OPEN ENROLLMENT
(applies to classes 1-16):**

The policyholder will hold a one-time open enrollment October – November 2021. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect for the first time or increase existing supplemental life insurance by up to 5 \$10,000 increments (\$50,000 total) provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000.

Coverage will be effective January 1, 2022, subject to the actively at work requirement.

Agreed to by Minnesota Life Insurance Company this 18th day of February 2022.

By  _____ CAS
Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	City of Phoenix	POLICY NO.: 34390-G																																						
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.																																							
POLICY SITUS:	The policy was issued and delivered in the state of Arizona.																																							
POLICY EFFECTIVE DATE:	January 1, 2015. This specifications page represents the plan in effect as of January 1, 2022.																																							
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2016.																																							
PREMIUM DUE DATE(S):	The first day of each month.																																							
GROUP:	<p>The group is composed of all active eligible full-time employees and certain eligible part-time employees in Unit 1 of the policyholder and its associated companies working in the United States in the following classes:</p> <p>Note: As of July 1, 2016 all eligible part-time Unit 1 employees are eligible to enroll for all benefits eligible to a Class 1 employee.</p> <table><tr><td>Class 1</td><td>001 Field Unit 1</td></tr><tr><td>Class 2</td><td>002 Field Unit 2</td></tr><tr><td>Class 3</td><td>003 Office and Clerical Unit 3</td></tr><tr><td>Class 4</td><td>004 Police Officers Unit 4</td></tr><tr><td>Class 5</td><td>005 Firefighters Unit 5</td></tr><tr><td>Class 6</td><td>006 Police Supervisory and Professional Unit 6</td></tr><tr><td>Class 7</td><td>007 Supervisory and Professional Units 7</td></tr><tr><td>Class 8</td><td>008 Confidential Office and Clerical Unit 8</td></tr><tr><td>Class 9</td><td>009 Middle Managers</td></tr><tr><td>Class 10</td><td>010 Executives</td></tr><tr><td>Class 11</td><td>011 Mayor and City Council Unit 8</td></tr><tr><td>Class 12</td><td>012 Executive</td></tr><tr><td>Class 13</td><td>016 Middle Managers Police</td></tr><tr><td>Class 14</td><td>017 Middle Managers Fire</td></tr><tr><td>Class 15</td><td>018 Executives Police</td></tr><tr><td>Class 16</td><td>019 Executives Fire</td></tr><tr><td>Class 17</td><td>000 Police Reservists</td></tr><tr><td>Class 18</td><td>Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.</td></tr><tr><td>Class 19</td><td>Closed Disabled Group (grandfathered coverage)</td></tr></table>		Class 1	001 Field Unit 1	Class 2	002 Field Unit 2	Class 3	003 Office and Clerical Unit 3	Class 4	004 Police Officers Unit 4	Class 5	005 Firefighters Unit 5	Class 6	006 Police Supervisory and Professional Unit 6	Class 7	007 Supervisory and Professional Units 7	Class 8	008 Confidential Office and Clerical Unit 8	Class 9	009 Middle Managers	Class 10	010 Executives	Class 11	011 Mayor and City Council Unit 8	Class 12	012 Executive	Class 13	016 Middle Managers Police	Class 14	017 Middle Managers Fire	Class 15	018 Executives Police	Class 16	019 Executives Fire	Class 17	000 Police Reservists	Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.	Class 19	Closed Disabled Group (grandfathered coverage)
Class 1	001 Field Unit 1																																							
Class 2	002 Field Unit 2																																							
Class 3	003 Office and Clerical Unit 3																																							
Class 4	004 Police Officers Unit 4																																							
Class 5	005 Firefighters Unit 5																																							
Class 6	006 Police Supervisory and Professional Unit 6																																							
Class 7	007 Supervisory and Professional Units 7																																							
Class 8	008 Confidential Office and Clerical Unit 8																																							
Class 9	009 Middle Managers																																							
Class 10	010 Executives																																							
Class 11	011 Mayor and City Council Unit 8																																							
Class 12	012 Executive																																							
Class 13	016 Middle Managers Police																																							
Class 14	017 Middle Managers Fire																																							
Class 15	018 Executives Police																																							
Class 16	019 Executives Fire																																							
Class 17	000 Police Reservists																																							
Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.																																							
Class 19	Closed Disabled Group (grandfathered coverage)																																							
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 45 days from the first day of eligibility for contributory insurance.																																							
WAITING PERIOD:	None																																							
MINIMUM HOURS:	As determined by the policyholder per the employee’s class.																																							

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

Note: Multiples of base annual salary is rounded to the next higher multiple of \$1,000 if not already a multiple thereof.

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
Class 1 001 Field Unit 1	\$15,000
Class 2 002 Field Unit 2	The greater of one times base annual salary or \$25,000
Class 3 003 Office and Clerical Unit 3	The greater of one times base annual salary or \$25,000
Class 4 004 Police Officers Unit 4	\$15,000
Class 5 005 Firefighters Unit 5	One times base annual salary
Class 6 006 Police Supervisory and Professional Unit 6	One times base annual salary
Class 7 007 Supervisory and Professional Units 7	The greater of one times base annual salary or \$25,000
Class 8 008 Confidential Office and Clerical	One and one-half times base annual salary
Class 9 009 Middle Managers	One and one-half times base annual salary to a maximum of \$500,000
Class 10 010 Executives	One and three-quarters times base annual salary to a maximum of \$500,000
Class 11 011 Mayor and City Council	One and three-quarters times base annual salary to a maximum of \$500,000
Class 12 012 Executive	Two times base annual salary to a maximum of \$500,000
Class 13 016 Middle Managers Police	One and one-half times base annual salary to a maximum of \$500,000
Class 14 017 Middle Managers Fire	One and one-half times base annual salary to a maximum of \$500,000
Class 15 018 Executives Police	One and three-quarters times base annual salary to a maximum of \$500,000
Class 16 019 Executives Fire	One and three-quarters times base annual salary to a maximum of \$500,000
Class 17 000 Police Reservists	None
Class 19 Closed Disabled Group	None

Optional Life Insurance

Eligible Class

Amount of Optional Life Insurance

Classes 1-16

An amount elected by the employee in an increment of:

- \$10,000 to a maximum of \$250,000;
- thereafter, \$50,000 to a maximum of \$500,000.

Class 17

None

Class 19

Amounts vary and are on file with the policyholder. Amounts of coverage range from \$30,000 to \$100,000.

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

Basic and Optional AD&D Insurance

Eligible Class

Amount of Basic and Optional AD&D Insurance

Classes 1-16

An amount equal to the amount of basic and/or optional life insurance for which the employee is insured under the group policy.

Classes 17 and 19

None

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

Occupational AD&D Insurance

Eligible Class

Amount of Occupational AD&D Insurance

Class 1	001 Field Unit 1	\$75,000
Class 2	002 Field Unit 2	\$75,000
Class 3	003 Office and Clerical Unit 3	\$75,000
Class 4	004 Police Officers Unit 4	\$100,000
Class 5	005 Firefighters Unit 5	\$75,000
Class 6	006 Police Supervisory and Professional Unit 6	\$100,000
Class 7	007 Supervisory and Professional Units 7	\$75,000
Class 8	008 Confidential Office and Clerical	\$75,000
Class 9	009 Middle Managers	\$75,000
Class 10	010 Executives	\$75,000
Class 11	011 Mayor and City council	\$75,000
Class 12	012 Executive	\$75,000
Class 13	016 Middle Managers Police	\$100,000
Class 14	017 Middle Managers Fire	\$75,000
Class 15	018 Executives Police	\$100,000
Class 16	019 Executives Fire	\$75,000

Class 17 000 Police Reservists \$25,000

Class 19 Closed Disabled Group None

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

Commutation AD&D Insurance

Eligible Class

Amount of Commutation AD&D Insurance

Classes 1-16

\$200,000

Note: This benefit applies to all part time employees of the policyholder, including part time employees who are not insured under the group policy with life insurance.

Class 17 and 19

None

AGGREGATE LIMIT:

Total liability for all losses for any one accident under the commutation AD&D benefit will not exceed \$3,000,000. If the total benefits otherwise payable would exceed this amount, the amount payable for each insured will be in the same proportion as the \$3,000,000 bears to the total amount of insurance that would have otherwise been payable except for this provision.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

(applies only to optional life and optional AD&D including those insureds in Class 19)

The amount of optional life/AD&D insurance on an employee age 65 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 Optional Life/AD&D Insurance</u>
70 - 74	65%
75 -79	45%
80 and older	30%

Age reductions will apply the first day of the month following an insured employee's applicable birthday.

Note: The reduced coverage is rounded to the next higher \$1,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; optional insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For optional insurance:

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

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

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

\$150,000

EVIDENCE OF INSURABILITY:

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

**EFFECTIVE DATE OF INCREASES
AND DECREASES DUE TO CHANGE
IN ELIGIBLE CLASS OR EARNINGS:**

Increases and decreases due to a change in eligible class or earnings will become effective the first of the following month after the change in eligible class or earnings. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings.

All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

An employee does not need to be insured for optional life insurance in order to be insured for dependents life insurance.

Spouse/Qualified Domestic Partner (QDP) insurance may not exceed the total amount of employee insurance.

Spouse/Qualified Domestic Partner Life Insurance

Eligible Class

Amount of Spouse/Qualified Domestic Partner Life Insurance

Classes 1-16

An amount elected by the employee, in an increment of \$10,000, subject to a plan maximum of \$300,000.

Spouse/QDP insurance terminates upon the Spouse's/QDP's attainment of age 70.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

Child Life Insurance

Eligible Class

Amount of Child Life Insurance

Classes 1-16

\$10,000, \$15,000, \$20,000 or \$25,000 as elected by the employee.

An employee's first eligible newborn child is automatically covered for \$10,000 for 45 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 45 days; otherwise the coverage shall terminate at the end of the 45-day period.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

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

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse/qualified domestic partner insurance: \$50,000

For child insurance: All child life insurance is guaranteed issue regardless of when elected.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount. As an exception child life insurance will never require evidence of insurability.

EFFECT OF EMPLOYEE'S RETIREMENT:

All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

BENEFICIARY ELECTION CHANGES:

As an exception to the policy, an employee will manage beneficiary designations by using the eCHRIS electronic administration system used by the policyholder.

SUICIDE EXCLUSION:

The suicide exclusion applies to employee optional life and spouse/qualified domestic partner life insurance under this policy. Exclusions for AD&D, Occupational AD&D and Commutation AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

ACCELERATED DEATH BENEFIT APPLICATION:

The accelerated death benefit applies to basic and optional employee life insurance and spouse/qualified domestic partner life insurance.

Specified Disease Benefit and Permanent Institutional Confinement Benefit applies to employee optional life insurance and spouse/qualified domestic partner life insurance.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory employee insurance.

REINSTATEMENT:

There is no reinstatement of coverage under this policy, unless termination is contested and the Civil Service Board requires the City of Phoenix to rehire and reinstate coverage to prior amount. Employee will be required to remit back premium if coverage is reinstated.

INITIAL OPEN ENROLLMENT:
(applies to the 2015 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ONE TIME OPEN ENROLLMENT (applies to classes 1-16):

The policyholder will hold a one-time open enrollment October – November 2021. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect for the first time or increase existing supplemental life insurance by up to 5 \$10,000 increments (\$50,000 total) provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000.

Coverage will be effective January 1, 2022, subject to the actively at work requirement.

ANNUAL OPEN ENROLLMENTS:
(beginning with the 2016 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may increase his or her optional life coverage by two \$10,000 increments, provided the resulting amount of insurance does not exceed \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount

Coverage will be effective on the date of the election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse, qualified domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership (an employee may increase his or her supplemental life insurance due to marriage or creation of domestic partnership).
- Loss of spouse/qualified domestic partner employment

RIDERS TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment Benefits
Commutation AD&D Benefits
Dependents Term Life Benefits
Occupational AD&D Benefits
Portability Benefits
Waiver of Premium Benefits

Group Term Life Policy Amendment #7

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. 34390-G issued by Minnesota Life Insurance Company to City of Phoenix. This amendment is effective as of January 1, 2020. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.


The Occupational Accidental Death and Dismemberment Policy Rider is amended to

- remove the loss of life due to inhalation of smoke or chemical substance from the loss schedule; and
- add a Line of Duty Exposure benefit.

As a result of the changes listed above:

- the Group Policy Specifications Page is replaced with the attached Group Policy Specifications Page; and
- the Occupational Accidental Death and Dismemberment Policy Rider is replaced with the attached Occupational Accidental Death and Dismemberment Policy Rider.

Agreed to by Minnesota Life Insurance Company this 7th day of January 2020.

By  _____ SEM
Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	City of Phoenix	POLICY NO.: 34390-G																																						
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.																																							
POLICY SITUS:	The policy was issued and delivered in the state of Arizona.																																							
POLICY EFFECTIVE DATE:	January 1, 2015. This specifications page represents the plan in effect as of January 1, 2020.																																							
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2016.																																							
PREMIUM DUE DATE(S):	The first day of each month.																																							
GROUP:	<p>The group is composed of all active eligible full-time employees and certain eligible part-time employees in Unit 1 of the policyholder and its associated companies working in the United States in the following classes:</p> <p>Note: As of July 1, 2016 all eligible part-time Unit 1 employees are eligible to enroll for all benefits eligible to a Class 1 employee.</p> <table><tr><td>Class 1</td><td>001 Field Unit 1</td></tr><tr><td>Class 2</td><td>002 Field Unit 2</td></tr><tr><td>Class 3</td><td>003 Office and Clerical Unit 3</td></tr><tr><td>Class 4</td><td>004 Police Officers Unit 4</td></tr><tr><td>Class 5</td><td>005 Firefighters Unit 5</td></tr><tr><td>Class 6</td><td>006 Police Supervisory and Professional Unit 6</td></tr><tr><td>Class 7</td><td>007 Supervisory and Professional Units 7</td></tr><tr><td>Class 8</td><td>008 Confidential Office and Clerical Unit 8</td></tr><tr><td>Class 9</td><td>009 Middle Managers</td></tr><tr><td>Class 10</td><td>010 Executives</td></tr><tr><td>Class 11</td><td>011 Mayor and City Council Unit 8</td></tr><tr><td>Class 12</td><td>012 Executive</td></tr><tr><td>Class 13</td><td>016 Middle Managers Police</td></tr><tr><td>Class 14</td><td>017 Middle Managers Fire</td></tr><tr><td>Class 15</td><td>018 Executives Police</td></tr><tr><td>Class 16</td><td>019 Executives Fire</td></tr><tr><td>Class 17</td><td>000 Police Reservists</td></tr><tr><td>Class 18</td><td>Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.</td></tr><tr><td>Class 19</td><td>Closed Disabled Group (grandfathered coverage)</td></tr></table>		Class 1	001 Field Unit 1	Class 2	002 Field Unit 2	Class 3	003 Office and Clerical Unit 3	Class 4	004 Police Officers Unit 4	Class 5	005 Firefighters Unit 5	Class 6	006 Police Supervisory and Professional Unit 6	Class 7	007 Supervisory and Professional Units 7	Class 8	008 Confidential Office and Clerical Unit 8	Class 9	009 Middle Managers	Class 10	010 Executives	Class 11	011 Mayor and City Council Unit 8	Class 12	012 Executive	Class 13	016 Middle Managers Police	Class 14	017 Middle Managers Fire	Class 15	018 Executives Police	Class 16	019 Executives Fire	Class 17	000 Police Reservists	Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.	Class 19	Closed Disabled Group (grandfathered coverage)
Class 1	001 Field Unit 1																																							
Class 2	002 Field Unit 2																																							
Class 3	003 Office and Clerical Unit 3																																							
Class 4	004 Police Officers Unit 4																																							
Class 5	005 Firefighters Unit 5																																							
Class 6	006 Police Supervisory and Professional Unit 6																																							
Class 7	007 Supervisory and Professional Units 7																																							
Class 8	008 Confidential Office and Clerical Unit 8																																							
Class 9	009 Middle Managers																																							
Class 10	010 Executives																																							
Class 11	011 Mayor and City Council Unit 8																																							
Class 12	012 Executive																																							
Class 13	016 Middle Managers Police																																							
Class 14	017 Middle Managers Fire																																							
Class 15	018 Executives Police																																							
Class 16	019 Executives Fire																																							
Class 17	000 Police Reservists																																							
Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.																																							
Class 19	Closed Disabled Group (grandfathered coverage)																																							
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 45 days from the first day of eligibility for contributory insurance.																																							
WAITING PERIOD:	None																																							
MINIMUM HOURS:	As determined by the policyholder per the employee’s class.																																							

EMPLOYEE BENEFIT SCHEDULE**EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance**

Note: Multiples of base annual salary is rounded to the next higher multiple of \$1,000 if not already a multiple thereof.

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
Class 1 001 Field Unit 1	\$15,000
Class 2 002 Field Unit 2	The greater of one times base annual salary or \$25,000
Class 3 003 Office and Clerical Unit 3	The greater of one times base annual salary or \$25,000
Class 4 004 Police Officers Unit 4	\$15,000
Class 5 005 Firefighters Unit 5	One times base annual salary
Class 6 006 Police Supervisory and Professional Unit 6	One times base annual salary
Class 7 007 Supervisory and Professional Units 7	The greater of one times base annual salary or \$25,000
Class 8 008 Confidential Office and Clerical	One and one-half times base annual salary
Class 9 009 Middle Managers	One and one-half times base annual salary to a maximum of \$500,000
Class 10 010 Executives	One and three-quarters times base annual salary to a maximum of \$500,000
Class 11 011 Mayor and City Council	One and three-quarters times base annual salary to a maximum of \$500,000
Class 12 012 Executive	Two times base annual salary to a maximum of \$500,000
Class 13 016 Middle Managers Police	One and one-half times base annual salary to a maximum of \$500,000
Class 14 017 Middle Managers Fire	One and one-half times base annual salary to a maximum of \$500,000
Class 15 018 Executives Police	One and three-quarters times base annual salary to a maximum of \$500,000
Class 16 019 Executives Fire	One and three-quarters times base annual salary to a maximum of \$500,000
Class 17 000 Police Reservists	None
Class 19 Closed Disabled Group	None

Optional Life Insurance

Eligible Class

Amount of Optional Life Insurance

Classes 1-16

An amount elected by the employee in an increment of:

- \$10,000 to a maximum of \$250,000;
- thereafter, \$50,000 to a maximum of \$500,000.

Class 17

None

Class 19

Amounts vary and are on file with the policyholder. Amounts of coverage range from \$30,000 to \$100,000.

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

Basic and Optional AD&D Insurance

Eligible Class

Amount of Basic and Optional AD&D Insurance

Classes 1-16

An amount equal to the amount of basic and/or optional life insurance for which the employee is insured under the group policy.

Classes 17 and 19

None

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

Occupational AD&D Insurance

Eligible Class

Amount of Occupational AD&D Insurance

Class 1	001 Field Unit 1	\$75,000
Class 2	002 Field Unit 2	\$75,000
Class 3	003 Office and Clerical Unit 3	\$75,000
Class 4	004 Police Officers Unit 4	\$100,000
Class 5	005 Firefighters Unit 5	\$75,000
Class 6	006 Police Supervisory and Professional Unit 6	\$100,000
Class 7	007 Supervisory and Professional Units 7	\$75,000
Class 8	008 Confidential Office and Clerical	\$75,000
Class 9	009 Middle Managers	\$75,000
Class 10	010 Executives	\$75,000
Class 11	011 Mayor and City council	\$75,000
Class 12	012 Executive	\$75,000
Class 13	016 Middle Managers Police	\$100,000
Class 14	017 Middle Managers Fire	\$75,000
Class 15	018 Executives Police	\$100,000
Class 16	019 Executives Fire	\$75,000

Class 17 000 Police Reservists \$25,000

Class 19 Closed Disabled Group None

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

Commutation AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Commutation AD&D Insurance</u>
-----------------------	---

Classes 1-16	\$200,000
--------------	-----------

Note: This benefit applies to all part time employees of the policyholder, including part time employees who are not insured under the group policy with life insurance.

Class 17 and 19	None
-----------------	------

AGGREGATE LIMIT:

Total liability for all losses for any one accident under the commutation AD&D benefit will not exceed \$3,000,000. If the total benefits otherwise payable would exceed this amount, the amount payable for each insured will be in the same proportion as the \$3,000,000 bears to the total amount of insurance that would have otherwise been payable except for this provision.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

(applies only to optional life and optional AD&D including those insureds in Class 19)

The amount of optional life/AD&D insurance on an employee age 65 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 Optional Life/AD&D Insurance</u>
70 - 74	65%
75 -79	45%
80 and older	30%

Age reductions will apply the first day of the month following an insured employee's applicable birthday.

Note: The reduced coverage is rounded to the next higher \$1,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; optional insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For optional insurance:

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

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

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

\$150,000

EVIDENCE OF INSURABILITY:

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

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:

Increases and decreases due to a change in eligible class or earnings will become effective the first of the following month after the change in eligible class or earnings. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings.

All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

An employee does not need to be insured for optional life insurance in order to be insured for dependents life insurance.

Spouse/Qualified Domestic Partner (QDP) insurance may not exceed the total amount of employee insurance.

Spouse/Qualified Domestic Partner Life Insurance

Eligible Class

Amount of Spouse/Qualified Domestic Partner Life Insurance

Classes 1-16

An amount elected by the employee, in an increment of \$10,000, subject to a plan maximum of \$300,000.

Spouse/QDP insurance terminates upon the Spouse's/QDP's attainment of age 70.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

Child Life Insurance

Eligible Class

Amount of Child Life Insurance

Classes 1-16

\$10,000, \$15,000, \$20,000 or \$25,000 as elected by the employee.

An employee's first eligible newborn child is automatically covered for \$10,000 for 45 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 45 days; otherwise the coverage shall terminate at the end of the 45-day period.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

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

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse/qualified domestic partner insurance: \$50,000

For child insurance: All child life insurance is guaranteed issue regardless of when elected.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount. As an exception child life insurance will never require evidence of insurability.

EFFECT OF EMPLOYEE'S RETIREMENT:

All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

BENEFICIARY ELECTION CHANGES:

As an exception to the policy, an employee will manage beneficiary designations by using the eCHRIS electronic administration system used by the policyholder.

SUICIDE EXCLUSION:

The suicide exclusion applies to employee optional life and spouse/qualified domestic partner life insurance under this policy. Exclusions for AD&D, Occupational AD&D and Commutation AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

ACCELERATED DEATH BENEFIT APPLICATION:

The accelerated death benefit applies to basic and optional employee life insurance and spouse/qualified domestic partner life insurance.

Specified Disease Benefit and Permanent Institutional Confinement Benefit applies to employee optional life insurance and spouse/qualified domestic partner life insurance.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory employee insurance.

REINSTATEMENT:

There is no reinstatement of coverage under this policy, unless termination is contested and the Civil Service Board requires the City of Phoenix to rehire and reinstate coverage to prior amount. Employee will be required to remit back premium if coverage is reinstated.

INITIAL OPEN ENROLLMENT:
(applies to the 2015 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:
(beginning with the 2016 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may increase his or her optional life coverage by two \$10,000 increments, provided the resulting amount of insurance does not exceed \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount

Coverage will be effective on the date of the election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse, qualified domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership (an employee may increase his or her supplemental life insurance due to marriage or creation of domestic partnership).
- Loss of spouse/qualified domestic partner employment

RIDERS TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment Benefits
Commutation AD&D Benefits
Dependents Term Life Benefits
Occupational AD&D Benefits
Portability Benefits
Waiver of Premium Benefits

Occupational Accidental Death and Dismemberment
Policy Rider

MINNESOTA LIFE

Minnesota Life Insurance Company, a Securian Financial Group affiliate
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides a benefit for an employee's accidental death or dismemberment which occurs as a result of an accidental injury occurring while performing his or her customary duties at the employer's normal place of business or at other places the employer's business requires the employee to travel.

Who is eligible for insurance under this rider?

An employee who is insured under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this rider.

When does insurance under this rider become effective?

Insurance becomes effective on the date that the employee becomes insured for life insurance under the group policy.

Accidental Death and Dismemberment (ADD) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this rider means that the insured employee's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen and which occurs while the employee is performing his or her customary duties of his or her regular occupation at the employer's normal place of business, or at other places the employer requires the employee to travel. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning or inhalation of smoke or chemical substance. The bodily injury must be the sole cause of death.

The injury must occur while the employee's coverage under this rider is in force. The employee's loss must occur within 365 days after the date of the injury.

In no event will we pay the accidental death benefit where the employee's death is caused directly or indirectly by,

results from, or where there is a contribution from, any of the following:

- (1) self-inflicted injury or self destruction, whether sane or insane; or
(2) suicide or attempted suicide, whether sane or insane; or
(3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
(4) bodily or mental infirmity, illness or disease; or
(5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
(6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's 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, or the absence of any legal proceedings, thereto; or
(7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
(8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
(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 or
(10) war or any act of war, whether declared or undeclared; or
(11) service in the military of any nation.

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

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

Table with 2 columns: TYPE OF LOSS, PERCENT OF AMOUNT OF INSURANCE. Rows include Life (100%), Both Hands or Both Feet (100%), Sight of Both Eyes (100%), Speech and Hearing in Both Ears (100%), One Hand and One Foot (100%), One Foot and Sight of One Eye (100%), One Hand and Sight of One Eye (100%), Quadriplegia (100%), Paraplegia (50%).

Sight of One Eye	50%
Speech or Hearing in Both Ears.....	50%
Hemiplegia	50%
One Hand or One Foot.....	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 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 or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet).

Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of insurance payable for an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of insurance shown in the section of this rider entitled, "What is the amount of insurance?"

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 the insured employee died or suffered a dismemberment as a result of an accidental injury meeting the requirements of this rider. All payments by us are payable from our home office. The benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary.

To whom do we pay the benefit?

A certificate holder's accidental death benefit will be paid to the person or persons entitled to receive a death benefit under the terms of the group policy. The benefit for other losses sustained by a certificate holder will be paid to the certificate holder, if living otherwise to his or her estate.

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 Benefit section, unless otherwise stated. All provisions of this rider, including but not limited to the exclusions and requirements listed under the "What does accidental death or Dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

Commutation Benefit – applies to classes: 4, 5, 6, 13, 14, 15 and 16

What is the commutation benefit?

If an insured dies or suffers a loss as a result of a covered accident which occurs, while commuting directly between the insured's residence and the employer's premises where he or she normally works, we will pay a commutation benefit based on the benefit amount shown on the specifications page attached to policy.

The commutation benefit does not include:

- (1) personal deviations by the insured; or
- (2) accidents which happen more than 2 hours after the covered person leave his or her home or place of work, unless it can be shown:
 - (a) that the delay was caused by conditions beyond the control of the insured; or
 - (b) that more time was needed for normal direct commuting
- (3) an accident if occupational benefits are payable, even if death or loss occurs during the two hour commute from or to home and work.

Personal Deviations is defined as an activity that is not reasonably related to commuting directly between the covered person's City of Phoenix employment work location and the insured's home. An activity that occurs during the covered person's normal direct commuting route is covered under this rider, as long as it occurs within two hours of going to or returning from work.

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 and proof satisfactory to us that the accident occurred and the insured was a passenger on the conveyance, 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 rider.

Exposure Benefit

What is the exposure benefit?

A loss due to exposure to the elements will be covered as if it were due to injury, provided such loss results from unavoidable exposure to the elements by reason of a covered accident.

Line of Duty Exposure Benefit

What is the Line of Duty exposure benefit?

If an insured's loss of life is due to any disease, infirmity or impairment of health that is caused by or results from, directly or indirectly, any condition as set forth in A.R.S. § 23-901.01(B), and that disease, infirmity, or impairment manifested due to the insured's inhalation of smoke or chemical substance while in the course of the insured's occupation, the loss of life will be covered as if it were due to injury.

This benefit will only be payable if a benefit is paid under the policyholder's Workers' Compensation Plan or any replacement plan for the same disease, infirmity or impairment of health.

An insured's loss of life resulting solely from the disease, infirmity or impairment that manifested due to the inhalation of smoke or chemical substance while in the course of the insured's occupation shall not be excluded under exclusion (4) of this rider.

This benefit will be paid in lieu of the accidental death and dismemberment benefit. The amount payable is the amount shown for loss of life in the Type of Loss schedule on page 1.

Termination

When does an insured employee's coverage under this rider terminate?

An insured employee's coverage ends on the earlier of:

- (1) the date the employee is no longer eligible for the coverage; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this rider; 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 an insured employee 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.

Can insurance under this rider be converted to a policy of individual insurance upon termination?

No. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.



Secretary



President

Group Term Life Policy Amendment #6

MINNESOTA LIFE

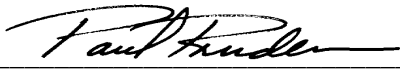
Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

To be attached to and made a part of Group Policy No. 34390-G issued by Minnesota Life Insurance Company to City of Phoenix. This amendment is effective as of January 1, 2018. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

As a change to the policy the spouse/qualified domestic partner life insurance benefit terminates upon the spouse's or qualified domestic partner's attainment of age 70.

As a result of this change the Group Policy Specifications Page is replaced with the attached Group Policy Specifications Page dated effective January 1, 2018.

Agreed to by Minnesota Life Insurance Company this 14th day of September, 2017.

By  _____ LL
Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	City of Phoenix	POLICY NO.: 34390-G																																						
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.																																							
POLICY SITUS:	The policy was issued and delivered in the state of Arizona.																																							
POLICY EFFECTIVE DATE:	January 1, 2015. This specifications page represents the plan in effect as of January 1, 2018.																																							
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2016.																																							
PREMIUM DUE DATE(S):	The first day of each month.																																							
GROUP:	<p>The group is composed of all active eligible full-time employees and certain eligible part-time employees in Unit 1 of the policyholder and its associated companies working in the United States in the following classes:</p> <p>Note: As of July 1, 2016 all eligible part-time Unit 1 employees are eligible to enroll for all benefits eligible to a Class 1 employee.</p> <table><tr><td>Class 1</td><td>001 Field Unit 1</td></tr><tr><td>Class 2</td><td>002 Field Unit 2</td></tr><tr><td>Class 3</td><td>003 Office and Clerical Unit 3</td></tr><tr><td>Class 4</td><td>004 Police Officers Unit 4</td></tr><tr><td>Class 5</td><td>005 Firefighters Unit 5</td></tr><tr><td>Class 6</td><td>006 Police Supervisory and Professional Unit 6</td></tr><tr><td>Class 7</td><td>007 Supervisory and Professional Units 7</td></tr><tr><td>Class 8</td><td>008 Confidential Office and Clerical Unit 8</td></tr><tr><td>Class 9</td><td>009 Middle Managers</td></tr><tr><td>Class 10</td><td>010 Executives</td></tr><tr><td>Class 11</td><td>011 Mayor and City Council Unit 8</td></tr><tr><td>Class 12</td><td>012 Executive</td></tr><tr><td>Class 13</td><td>016 Middle Managers Police</td></tr><tr><td>Class 14</td><td>017 Middle Managers Fire</td></tr><tr><td>Class 15</td><td>018 Executives Police</td></tr><tr><td>Class 16</td><td>019 Executives Fire</td></tr><tr><td>Class 17</td><td>000 Police Reservists</td></tr><tr><td>Class 18</td><td>Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.</td></tr><tr><td>Class 19</td><td>Closed Disabled Group (grandfathered coverage)</td></tr></table>		Class 1	001 Field Unit 1	Class 2	002 Field Unit 2	Class 3	003 Office and Clerical Unit 3	Class 4	004 Police Officers Unit 4	Class 5	005 Firefighters Unit 5	Class 6	006 Police Supervisory and Professional Unit 6	Class 7	007 Supervisory and Professional Units 7	Class 8	008 Confidential Office and Clerical Unit 8	Class 9	009 Middle Managers	Class 10	010 Executives	Class 11	011 Mayor and City Council Unit 8	Class 12	012 Executive	Class 13	016 Middle Managers Police	Class 14	017 Middle Managers Fire	Class 15	018 Executives Police	Class 16	019 Executives Fire	Class 17	000 Police Reservists	Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.	Class 19	Closed Disabled Group (grandfathered coverage)
Class 1	001 Field Unit 1																																							
Class 2	002 Field Unit 2																																							
Class 3	003 Office and Clerical Unit 3																																							
Class 4	004 Police Officers Unit 4																																							
Class 5	005 Firefighters Unit 5																																							
Class 6	006 Police Supervisory and Professional Unit 6																																							
Class 7	007 Supervisory and Professional Units 7																																							
Class 8	008 Confidential Office and Clerical Unit 8																																							
Class 9	009 Middle Managers																																							
Class 10	010 Executives																																							
Class 11	011 Mayor and City Council Unit 8																																							
Class 12	012 Executive																																							
Class 13	016 Middle Managers Police																																							
Class 14	017 Middle Managers Fire																																							
Class 15	018 Executives Police																																							
Class 16	019 Executives Fire																																							
Class 17	000 Police Reservists																																							
Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.																																							
Class 19	Closed Disabled Group (grandfathered coverage)																																							
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 45 days from the first day of eligibility for contributory insurance.																																							
WAITING PERIOD:	None																																							
MINIMUM HOURS:	As determined by the policyholder per the employee’s class.																																							

EMPLOYEE BENEFIT SCHEDULE**EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance**

Note: Multiples of base annual salary is rounded to the next higher multiple of \$1,000 if not already a multiple thereof.

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
Class 1 001 Field Unit 1	\$15,000
Class 2 002 Field Unit 2	The greater of one times base annual salary or \$25,000
Class 3 003 Office and Clerical Unit 3	The greater of one times base annual salary or \$25,000
Class 4 004 Police Officers Unit 4	\$15,000
Class 5 005 Firefighters Unit 5	One times base annual salary
Class 6 006 Police Supervisory and Professional Unit 6	One times base annual salary
Class 7 007 Supervisory and Professional Units 7	The greater of one times base annual salary or \$25,000
Class 8 008 Confidential Office and Clerical	One and one-half times base annual salary
Class 9 009 Middle Managers	One and one-half times base annual salary to a maximum of \$500,000
Class 10 010 Executives	One and three-quarters times base annual salary to a maximum of \$500,000
Class 11 011 Mayor and City Council	One and three-quarters times base annual salary to a maximum of \$500,000
Class 12 012 Executive	Two times base annual salary to a maximum of \$500,000
Class 13 016 Middle Managers Police	One and one-half times base annual salary to a maximum of \$500,000
Class 14 017 Middle Managers Fire	One and one-half times base annual salary to a maximum of \$500,000
Class 15 018 Executives Police	One and three-quarters times base annual salary to a maximum of \$500,000
Class 16 019 Executives Fire	One and three-quarters times base annual salary to a maximum of \$500,000
Class 17 000 Police Reservists	None
Class 19 Closed Disabled Group	None

Optional Life Insurance

Eligible Class

Amount of Optional Life Insurance

Classes 1-16

An amount elected by the employee in an increment of:

- \$10,000 to a maximum of \$250,000;
- thereafter, \$50,000 to a maximum of \$500,000.

Class 17

None

Class 19

Amounts vary and are on file with the policyholder. Amounts of coverage range from \$30,000 to \$100,000.

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

Basic and Optional AD&D Insurance

Eligible Class

Amount of Basic and Optional AD&D Insurance

Classes 1-16

An amount equal to the amount of basic and/or optional life insurance for which the employee is insured under the group policy.

Classes 17 and 19

None

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

Occupational AD&D Insurance

Eligible Class

Amount of Occupational AD&D Insurance

Class 1	001 Field Unit 1	\$75,000
Class 2	002 Field Unit 2	\$75,000
Class 3	003 Office and Clerical Unit 3	\$75,000
Class 4	004 Police Officers Unit 4	\$100,000
Class 5	005 Firefighters Unit 5	\$75,000
Class 6	006 Police Supervisory and Professional Unit 6	\$100,000
Class 7	007 Supervisory and Professional Units 7	\$75,000
Class 8	008 Confidential Office and Clerical	\$75,000
Class 9	009 Middle Managers	\$75,000
Class 10	010 Executives	\$75,000
Class 11	011 Mayor and City council	\$75,000
Class 12	012 Executive	\$75,000
Class 13	016 Middle Managers Police	\$100,000
Class 14	017 Middle Managers Fire	\$75,000
Class 15	018 Executives Police	\$100,000
Class 16	019 Executives Fire	\$75,000

Class 17 000 Police Reservists \$25,000

Class 19 Closed Disabled Group None

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

Commutation AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Commutation AD&D Insurance</u>
------------------------------	--

Classes 1-16	\$200,000
--------------	-----------

Note: This benefit applies to all part time employees of the policyholder, including part time employees who are not insured under the group policy with life insurance.

Class 17 and 19	None
-----------------	------

AGGREGATE LIMIT:

Total liability for all losses for any one accident under the commutation AD&D benefit will not exceed \$3,000,000. If the total benefits otherwise payable would exceed this amount, the amount payable for each insured will be in the same proportion as the \$3,000,000 bears to the total amount of insurance that would have otherwise been payable except for this provision.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

(applies only to optional life and optional AD&D including those insureds in Class 19)

The amount of optional life/AD&D insurance on an employee age 65 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 Optional Life/AD&D Insurance</u>
70 - 74	65%
75 -79	45%
80 and older	30%

Age reductions will apply the first day of the month following an insured employee's applicable birthday.

Note: The reduced coverage is rounded to the next higher \$1,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; optional insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For optional insurance:

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

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

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

\$150,000

EVIDENCE OF INSURABILITY:

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

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:

Increases and decreases due to a change in eligible class or earnings will become effective the first of the following month after the change in eligible class or earnings. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings.

All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

An employee does not need to be insured for optional life insurance in order to be insured for dependents life insurance.

Spouse/Qualified Domestic Partner (QDP) insurance may not exceed the total amount of employee insurance.

Spouse/Qualified Domestic Partner Life Insurance

Eligible Class

Amount of Spouse/Qualified Domestic Partner Life Insurance

Classes 1-16

An amount elected by the employee, in an increment of \$10,000, subject to a plan maximum of \$300,000.

Spouse/QDP insurance terminates upon the Spouse's/QDP's attainment of age 70.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

Child Life Insurance

Eligible Class

Amount of Child Life Insurance

Classes 1-16

\$10,000, \$15,000, \$20,000 or \$25,000 as elected by the employee.

An employee's first eligible newborn child is automatically covered for \$10,000 for 45 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 45 days; otherwise the coverage shall terminate at the end of the 45-day period.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

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

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse/qualified domestic partner insurance: \$50,000

For child insurance: All child life insurance is guaranteed issue regardless of when elected.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount. As an exception child life insurance will never require evidence of insurability.

EFFECT OF EMPLOYEE'S RETIREMENT:

All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

BENEFICIARY ELECTION CHANGES:

As an exception to the policy, an employee will manage beneficiary designations by using the eCHRIS electronic administration system used by the policyholder.

SUICIDE EXCLUSION:

The suicide exclusion applies to employee optional life and spouse/qualified domestic partner life insurance under this policy. Exclusions for AD&D, Occupational AD&D and Commutation AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

ACCELERATED DEATH BENEFIT APPLICATION:

The accelerated death benefit applies to basic and optional employee life insurance and spouse/qualified domestic partner life insurance.

Specified Disease Benefit and Permanent Institutional Confinement Benefit applies to employee optional life insurance and spouse/qualified domestic partner life insurance.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory employee insurance.

REINSTATEMENT:

There is no reinstatement of coverage under this policy, unless termination is contested and the Civil Service Board requires the City of Phoenix to rehire and reinstate coverage to prior amount. Employee will be required to remit back premium if coverage is reinstated.

INITIAL OPEN ENROLLMENT:
(applies to the 2015 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:
(beginning with the 2016 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may increase his or her optional life coverage by two \$10,000 increments, provided the resulting amount of insurance does not exceed \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount

Coverage will be effective on the date of the election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse, qualified domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership (an employee may increase his or her supplemental life insurance due to marriage or creation of domestic partnership).
- Loss of spouse/qualified domestic partner employment

RIDERS TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment Benefits
Commutation AD&D Benefits
Dependents Term Life Benefits
Occupational AD&D Benefits
Portability Benefits
Waiver of Premium Benefits

Group Term Life Policy Amendment #5

MINNESOTA LIFE

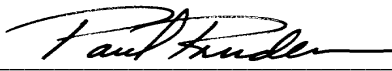
Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

To be attached to and made a part of Group Policy No. 34390-G issued by Minnesota Life Insurance Company to City of Phoenix. This amendment is effective as of January 1, 2015. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

As a correction, the amount of occupational AD&D insurance for Class 13 is \$100,000.

As a result of this correction, the Group Policy Specifications Page effective January 1, 2017 as revised on October 20, 2016 is replaced with the attached Group Policy Specifications Page effective January 1, 2017 as revised on February 7, 2017.

Agreed to by Minnesota Life Insurance Company this 7th day of February, 2017.

By  _____ LL
Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	City of Phoenix	POLICY NO.: 34390-G																																						
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.																																							
POLICY SITUS:	The policy was issued and delivered in the state of Arizona.																																							
POLICY EFFECTIVE DATE:	January 1, 2015. This specifications page represents the plan in effect as of January 1, 2017 as revised on February 7, 2017.																																							
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2016.																																							
PREMIUM DUE DATE(S):	The first day of each month.																																							
GROUP:	<p>The group is composed of all active eligible full-time employees and certain eligible part-time employees in Unit 1 of the policyholder and its associated companies working in the United States in the following classes:</p> <p>Note: As of July 1, 2016 all eligible part-time Unit 1 employees are eligible to enroll for all benefits eligible to a Class 1 employee.</p> <table><tr><td>Class 1</td><td>001 Field Unit 1</td></tr><tr><td>Class 2</td><td>002 Field Unit 2</td></tr><tr><td>Class 3</td><td>003 Office and Clerical Unit 3</td></tr><tr><td>Class 4</td><td>004 Police Officers Unit 4</td></tr><tr><td>Class 5</td><td>005 Firefighters Unit 5</td></tr><tr><td>Class 6</td><td>006 Police Supervisory and Professional Unit 6</td></tr><tr><td>Class 7</td><td>007 Supervisory and Professional Units 7</td></tr><tr><td>Class 8</td><td>008 Confidential Office and Clerical Unit 8</td></tr><tr><td>Class 9</td><td>009 Middle Managers</td></tr><tr><td>Class 10</td><td>010 Executives</td></tr><tr><td>Class 11</td><td>011 Mayor and City Council Unit 8</td></tr><tr><td>Class 12</td><td>012 Executive</td></tr><tr><td>Class 13</td><td>016 Middle Managers Police</td></tr><tr><td>Class 14</td><td>017 Middle Managers Fire</td></tr><tr><td>Class 15</td><td>018 Executives Police</td></tr><tr><td>Class 16</td><td>019 Executives Fire</td></tr><tr><td>Class 17</td><td>000 Police Reservists</td></tr><tr><td>Class 18</td><td>Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.</td></tr><tr><td>Class 19</td><td>Closed Disabled Group (grandfathered coverage)</td></tr></table>		Class 1	001 Field Unit 1	Class 2	002 Field Unit 2	Class 3	003 Office and Clerical Unit 3	Class 4	004 Police Officers Unit 4	Class 5	005 Firefighters Unit 5	Class 6	006 Police Supervisory and Professional Unit 6	Class 7	007 Supervisory and Professional Units 7	Class 8	008 Confidential Office and Clerical Unit 8	Class 9	009 Middle Managers	Class 10	010 Executives	Class 11	011 Mayor and City Council Unit 8	Class 12	012 Executive	Class 13	016 Middle Managers Police	Class 14	017 Middle Managers Fire	Class 15	018 Executives Police	Class 16	019 Executives Fire	Class 17	000 Police Reservists	Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.	Class 19	Closed Disabled Group (grandfathered coverage)
Class 1	001 Field Unit 1																																							
Class 2	002 Field Unit 2																																							
Class 3	003 Office and Clerical Unit 3																																							
Class 4	004 Police Officers Unit 4																																							
Class 5	005 Firefighters Unit 5																																							
Class 6	006 Police Supervisory and Professional Unit 6																																							
Class 7	007 Supervisory and Professional Units 7																																							
Class 8	008 Confidential Office and Clerical Unit 8																																							
Class 9	009 Middle Managers																																							
Class 10	010 Executives																																							
Class 11	011 Mayor and City Council Unit 8																																							
Class 12	012 Executive																																							
Class 13	016 Middle Managers Police																																							
Class 14	017 Middle Managers Fire																																							
Class 15	018 Executives Police																																							
Class 16	019 Executives Fire																																							
Class 17	000 Police Reservists																																							
Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.																																							
Class 19	Closed Disabled Group (grandfathered coverage)																																							
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 45 days from the first day of eligibility for contributory insurance.																																							
WAITING PERIOD:	None																																							
MINIMUM HOURS:	As determined by the policyholder per the employee’s class.																																							

EMPLOYEE BENEFIT SCHEDULE**EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance**

Note: Multiples of base annual salary is rounded to the next higher multiple of \$1,000 if not already a multiple thereof.

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
Class 1 001 Field Unit 1	\$15,000
Class 2 002 Field Unit 2	The greater of one times base annual salary or \$25,000
Class 3 003 Office and Clerical Unit 3	The greater of one times base annual salary or \$25,000
Class 4 004 Police Officers Unit 4	\$15,000
Class 5 005 Firefighters Unit 5	One times base annual salary
Class 6 006 Police Supervisory and Professional Unit 6	One times base annual salary
Class 7 007 Supervisory and Professional Units 7	The greater of one times base annual salary or \$25,000
Class 8 008 Confidential Office and Clerical	One and one-half times base annual salary
Class 9 009 Middle Managers	One and one-half times base annual salary to a maximum of \$500,000
Class 10 010 Executives	One and three-quarters times base annual salary to a maximum of \$500,000
Class 11 011 Mayor and City Council	One and three-quarters times base annual salary to a maximum of \$500,000
Class 12 012 Executive	Two times base annual salary to a maximum of \$500,000
Class 13 016 Middle Managers Police	One and one-half times base annual salary to a maximum of \$500,000
Class 14 017 Middle Managers Fire	One and one-half times base annual salary to a maximum of \$500,000
Class 15 018 Executives Police	One and three-quarters times base annual salary to a maximum of \$500,000
Class 16 019 Executives Fire	One and three-quarters times base annual salary to a maximum of \$500,000
Class 17 000 Police Reservists	None
Class 19 Closed Disabled Group	None

Optional Life Insurance

Eligible Class

Amount of Optional Life Insurance

Classes 1-16

An amount elected by the employee in an increment of:

- \$10,000 to a maximum of \$250,000;
- thereafter, \$50,000 to a maximum of \$500,000.

Class 17

None

Class 19

Amounts vary and are on file with the policyholder. Amounts of coverage range from \$30,000 to \$100,000.

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

Basic and Optional AD&D Insurance

Eligible Class

Amount of Basic and Optional AD&D Insurance

Classes 1-16

An amount equal to the amount of basic and/or optional life insurance for which the employee is insured under the group policy.

Classes 17 and 19

None

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

Occupational AD&D Insurance

Eligible Class

Amount of Occupational AD&D Insurance

Class 1	001 Field Unit 1	\$75,000
Class 2	002 Field Unit 2	\$75,000
Class 3	003 Office and Clerical Unit 3	\$75,000
Class 4	004 Police Officers Unit 4	\$100,000
Class 5	005 Firefighters Unit 5	\$75,000
Class 6	006 Police Supervisory and Professional Unit 6	\$100,000
Class 7	007 Supervisory and Professional Units 7	\$75,000
Class 8	008 Confidential Office and Clerical	\$75,000
Class 9	009 Middle Managers	\$75,000
Class 10	010 Executives	\$75,000
Class 11	011 Mayor and City council	\$75,000
Class 12	012 Executive	\$75,000
Class 13	016 Middle Managers Police	\$100,000
Class 14	017 Middle Managers Fire	\$75,000
Class 15	018 Executives Police	\$100,000
Class 16	019 Executives Fire	\$75,000

Class 17 000 Police Reservists \$25,000

Class 19 Closed Disabled Group None

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

Commutation AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Commutation AD&D Insurance</u>
-----------------------	---

Classes 1-16	\$200,000
--------------	-----------

Note: This benefit applies to all part time employees of the policyholder, including part time employees who are not insured under the group policy with life insurance.

Class 17 and 19	None
-----------------	------

AGGREGATE LIMIT:

Total liability for all losses for any one accident under the commutation AD&D benefit will not exceed \$3,000,000. If the total benefits otherwise payable would exceed this amount, the amount payable for each insured will be in the same proportion as the \$3,000,000 bears to the total amount of insurance that would have otherwise been payable except for this provision.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

(applies only to optional life and optional AD&D including those insureds in Class 19)

The amount of optional life/AD&D insurance on an employee age 65 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 Optional Life/AD&D Insurance</u>
70 - 74	65%
75 -79	45%
80 and older	30%

Age reductions will apply the first day of the month following an insured employee's applicable birthday.

Note: The reduced coverage is rounded to the next higher \$1,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; optional insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For optional insurance:

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

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

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

\$150,000

EVIDENCE OF INSURABILITY:

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

**EFFECTIVE DATE OF INCREASES
AND DECREASES DUE TO CHANGE
IN ELIGIBLE CLASS OR EARNINGS:**

Increases and decreases due to a change in eligible class or earnings will become effective the first of the following month after the change in eligible class or earnings. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings.

All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

An employee does not need to be insured for optional life insurance in order to be insured for dependents life insurance.

Spouse/Qualified Domestic Partner insurance may not exceed the total amount of employee insurance.

Spouse/Qualified Domestic Partner Life Insurance

Eligible Class

Amount of Spouse/Qualified Domestic Partner Life Insurance

Classes 1-16

An amount elected by the employee, in an increment of \$10,000, subject to a plan maximum of \$300,000.

Spouse/Qualified Domestic Partner insurance terminates at the employee's age 70.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

Child Life Insurance

Eligible Class

Amount of Child Life Insurance

Classes 1-16

\$10,000, \$15,000, \$20,000 or \$25,000 as elected by the employee.

An employee's first eligible newborn child is automatically covered for \$10,000 for 45 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 45 days; otherwise the coverage shall terminate at the end of the 45-day period.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

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

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse/qualified domestic partner insurance: \$50,000

For child insurance: All child life insurance is guaranteed issue regardless of when elected.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount. As an exception child life insurance will never require evidence of insurability.

EFFECT OF EMPLOYEE'S RETIREMENT:

All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

BENEFICIARY ELECTION CHANGES:

As an exception to the policy, an employee will manage beneficiary designations by using the eCHRIS electronic administration system used by the policyholder.

SUICIDE EXCLUSION:

The suicide exclusion applies to employee optional life and spouse/qualified domestic partner life insurance under this policy. Exclusions for AD&D, Occupational AD&D and Commutation AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

ACCELERATED DEATH BENEFIT APPLICATION:

The accelerated death benefit applies to basic and optional employee life insurance and spouse/qualified domestic partner life insurance.

Specified Disease Benefit and Permanent Institutional Confinement Benefit applies to employee optional life insurance and spouse/qualified domestic partner life insurance.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory employee insurance.

REINSTATEMENT:

There is no reinstatement of coverage under this policy, unless termination is contested and the Civil Service Board requires the City of Phoenix to rehire and reinstate coverage to prior amount. Employee will be required to remit back premium if coverage is reinstated.

INITIAL OPEN ENROLLMENT:
(applies to the 2015 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:
(beginning with the 2016 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may increase his or her optional life coverage by two \$10,000 increments, provided the resulting amount of insurance does not exceed \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount

Coverage will be effective on the date of the election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse, qualified domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership (an employee may increase his or her supplemental life insurance due to marriage or creation of domestic partnership).
- Loss of spouse/qualified domestic partner employment

RIDERS TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment Benefits
Commutation AD&D Benefits
Dependents Term Life Benefits
Occupational AD&D Benefits
Portability Benefits
Waiver of Premium Benefits

Group Term Life Policy Amendment #4


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. 34390-G issued by Minnesota Life Insurance Company to City of Phoenix. This amendment is effective as of January 1, 2015. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

As a correction to the policy the commutation benefit is available to all part time employees of the policyholder including part time employees who are not insured under the policy for life insurance benefits. As a result of this correction the Group Policy Specifications Page is replaced with the attached Group Policy Specifications Page dated effective January 1, 2017 as revised on October 20, 2016,

Agreed to by Minnesota Life Insurance Company on October 20, 2016.

By  SEM
Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	City of Phoenix	POLICY NO.: 34390-G																																						
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.																																							
POLICY SITUS:	The policy was issued and delivered in the state of Arizona.																																							
POLICY EFFECTIVE DATE:	January 1, 2015. This specifications page represents the plan in effect as of January 1, 2017 as revised on October 20, 2016.																																							
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2016.																																							
PREMIUM DUE DATE(S):	The first day of each month.																																							
GROUP:	<p>The group is composed of all active eligible full-time employees and certain eligible part-time employees in Unit 1 of the policyholder and its associated companies working in the United States in the following classes:</p> <p>Note: As of July 1, 2016 all eligible part-time Unit 1 employees are eligible to enroll for all benefits eligible to a Class 1 employee.</p> <table><tr><td>Class 1</td><td>001 Field Unit 1</td></tr><tr><td>Class 2</td><td>002 Field Unit 2</td></tr><tr><td>Class 3</td><td>003 Office and Clerical Unit 3</td></tr><tr><td>Class 4</td><td>004 Police Officers Unit 4</td></tr><tr><td>Class 5</td><td>005 Firefighters Unit 5</td></tr><tr><td>Class 6</td><td>006 Police Supervisory and Professional Unit 6</td></tr><tr><td>Class 7</td><td>007 Supervisory and Professional Units 7</td></tr><tr><td>Class 8</td><td>008 Confidential Office and Clerical Unit 8</td></tr><tr><td>Class 9</td><td>009 Middle Managers</td></tr><tr><td>Class 10</td><td>010 Executives</td></tr><tr><td>Class 11</td><td>011 Mayor and City Council Unit 8</td></tr><tr><td>Class 12</td><td>012 Executive</td></tr><tr><td>Class 13</td><td>016 Middle Managers Police</td></tr><tr><td>Class 14</td><td>017 Middle Managers Fire</td></tr><tr><td>Class 15</td><td>018 Executives Police</td></tr><tr><td>Class 16</td><td>019 Executives Fire</td></tr><tr><td>Class 17</td><td>000 Police Reservists</td></tr><tr><td>Class 18</td><td>Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.</td></tr><tr><td>Class 19</td><td>Closed Disabled Group (grandfathered coverage)</td></tr></table>		Class 1	001 Field Unit 1	Class 2	002 Field Unit 2	Class 3	003 Office and Clerical Unit 3	Class 4	004 Police Officers Unit 4	Class 5	005 Firefighters Unit 5	Class 6	006 Police Supervisory and Professional Unit 6	Class 7	007 Supervisory and Professional Units 7	Class 8	008 Confidential Office and Clerical Unit 8	Class 9	009 Middle Managers	Class 10	010 Executives	Class 11	011 Mayor and City Council Unit 8	Class 12	012 Executive	Class 13	016 Middle Managers Police	Class 14	017 Middle Managers Fire	Class 15	018 Executives Police	Class 16	019 Executives Fire	Class 17	000 Police Reservists	Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.	Class 19	Closed Disabled Group (grandfathered coverage)
Class 1	001 Field Unit 1																																							
Class 2	002 Field Unit 2																																							
Class 3	003 Office and Clerical Unit 3																																							
Class 4	004 Police Officers Unit 4																																							
Class 5	005 Firefighters Unit 5																																							
Class 6	006 Police Supervisory and Professional Unit 6																																							
Class 7	007 Supervisory and Professional Units 7																																							
Class 8	008 Confidential Office and Clerical Unit 8																																							
Class 9	009 Middle Managers																																							
Class 10	010 Executives																																							
Class 11	011 Mayor and City Council Unit 8																																							
Class 12	012 Executive																																							
Class 13	016 Middle Managers Police																																							
Class 14	017 Middle Managers Fire																																							
Class 15	018 Executives Police																																							
Class 16	019 Executives Fire																																							
Class 17	000 Police Reservists																																							
Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.																																							
Class 19	Closed Disabled Group (grandfathered coverage)																																							
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 45 days from the first day of eligibility for contributory insurance.																																							
WAITING PERIOD:	None																																							
MINIMUM HOURS:	As determined by the policyholder per the employee’s class.																																							

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

Note: Multiples of base annual salary is rounded to the next higher multiple of \$1,000 if not already a multiple thereof.

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
Class 1 001 Field Unit 1	\$15,000
Class 2 002 Field Unit 2	The greater of one times base annual salary or \$25,000
Class 3 003 Office and Clerical Unit 3	The greater of one times base annual salary or \$25,000
Class 4 004 Police Officers Unit 4	\$15,000
Class 5 005 Firefighters Unit 5	One times base annual salary
Class 6 006 Police Supervisory and Professional Unit 6	One times base annual salary
Class 7 007 Supervisory and Professional Units 7	The greater of one times base annual salary or \$25,000
Class 8 008 Confidential Office and Clerical	One and one-half times base annual salary
Class 9 009 Middle Managers	One and one-half times base annual salary to a maximum of \$500,000
Class 10 010 Executives	One and three-quarters times base annual salary to a maximum of \$500,000
Class 11 011 Mayor and City Council	One and three-quarters times base annual salary to a maximum of \$500,000
Class 12 012 Executive	Two times base annual salary to a maximum of \$500,000
Class 13 016 Middle Managers Police	One and one-half times base annual salary to a maximum of \$500,000
Class 14 017 Middle Managers Fire	One and one-half times base annual salary to a maximum of \$500,000
Class 15 018 Executives Police	One and three-quarters times base annual salary to a maximum of \$500,000
Class 16 019 Executives Fire	One and three-quarters times base annual salary to a maximum of \$500,000
Class 17 000 Police Reservists	None
Class 19 Closed Disabled Group	None

Optional Life Insurance

Eligible Class

Amount of Optional Life Insurance

Classes 1-16

An amount elected by the employee in an increment of:

- \$10,000 to a maximum of \$250,000;
- thereafter, \$50,000 to a maximum of \$500,000.

Class 17

None

Class 19

Amounts vary and are on file with the policyholder. Amounts of coverage range from \$30,000 to \$100,000.

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

Basic and Optional AD&D Insurance

Eligible Class

Amount of Basic and Optional AD&D Insurance

Classes 1-16

An amount equal to the amount of basic and/or optional life insurance for which the employee is insured under the group policy.

Classes 17 and 19

None

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

Occupational AD&D Insurance

Eligible Class

Amount of Occupational AD&D Insurance

Class 1	001 Field Unit 1	\$75,000
Class 2	002 Field Unit 2	\$75,000
Class 3	003 Office and Clerical Unit 3	\$75,000
Class 4	004 Police Officers Unit 4	\$100,000
Class 5	005 Firefighters Unit 5	\$75,000
Class 6	006 Police Supervisory and Professional Unit 6	\$100,000
Class 7	007 Supervisory and Professional Units 7	\$75,000
Class 8	008 Confidential Office and Clerical	\$75,000
Class 9	009 Middle Managers	\$75,000
Class 10	010 Executives	\$75,000
Class 11	011 Mayor and City council	\$75,000
Class 12	012 Executive	\$75,000
Class 13	016 Middle Managers Police	\$75,000
Class 14	017 Middle Managers Fire	\$75,000
Class 15	018 Executives Police	\$100,000
Class 16	019 Executives Fire	\$75,000
Class 17	000 Police Reservists	\$25,000

EMPLOYEE COMMUTATION ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:**Commutation AD&D Insurance****Eligible Class****Amount of Commutation AD&D Insurance**

Classes 1-16

\$200,000

Note: This benefit applies to all part time employees of the policyholder, including part time employees who are not insured under the group policy with life insurance.

Class 17 and 19

None

AGGREGATE LIMIT:

Total liability for all losses for any one accident under the commutation AD&D benefit will not exceed \$3,000,000. If the total benefits otherwise payable would exceed this amount, the amount payable for each insured will be in the same proportion as the \$3,000,000 bears to the total amount of insurance that would have otherwise been payable except for this provision.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE**AGE REDUCTIONS:**

(applies only to optional life and optional AD&D including those insureds in Class 19)

The amount of optional life/AD&D insurance on an employee age 65 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 Optional Life/AD&D Insurance</u>
70 - 74	65%
75 -79	45%
80 and older	30%

Age reductions will apply the first day of the month following an insured employee's applicable birthday.

Note: The reduced coverage is rounded to the next higher \$1,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; optional insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For optional insurance:

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

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

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

EVIDENCE OF INSURABILITY:

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

**EFFECTIVE DATE OF INCREASES
AND DECREASES DUE TO CHANGE
IN ELIGIBLE CLASS OR EARNINGS:**

Increases and decreases due to a change in eligible class or earnings will become effective the first of the following month after the change in eligible class or earnings. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings.

All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

An employee does not need to be insured for optional life insurance in order to be insured for dependents life insurance.

Spouse/Qualified Domestic Partner insurance may not exceed the total amount of employee insurance.

Spouse/Qualified Domestic Partner Life Insurance

Eligible Class

Amount of Spouse/Qualified Domestic Partner Life Insurance

Classes 1-16

An amount elected by the employee, in an increment of \$10,000, subject to a plan maximum of \$300,000.

Spouse/Qualified Domestic Partner insurance terminates at the employee's age 70.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

Child Life Insurance

Eligible Class

Amount of Child Life Insurance

Classes 1-16

\$10,000, \$15,000, \$20,000 or \$25,000 as elected by the employee.

An employee's first eligible newborn child is automatically covered for \$10,000 for 45 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 45 days; otherwise the coverage shall terminate at the end of the 45-day period.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:	Dependents insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	<p>Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:</p> <p>For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.</p> <p>For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:</p> <p style="padding-left: 40px;">For spouse/qualified domestic partner insurance: \$50,000</p> <p style="padding-left: 40px;">For child insurance: All child life insurance is guaranteed issue regardless of when elected.</p>
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount. As an exception child life insurance will never require evidence of insurability.
EFFECT OF EMPLOYEE'S RETIREMENT:	All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

BENEFICIARY ELECTION CHANGES:	As an exception to the policy, an employee will manage beneficiary designations by using the eCHRIS electronic administration system used by the policyholder.
SUICIDE EXCLUSION:	The suicide exclusion applies to employee optional life and spouse/qualified domestic partner life insurance under this policy. Exclusions for AD&D, Occupational AD&D and Commutation AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.
ACCELERATED DEATH BENEFIT APPLICATION:	<p>The accelerated death benefit applies to basic and optional employee life insurance and spouse/qualified domestic partner life insurance.</p> <p>Specified Disease Benefit and Permanent Institutional Confinement Benefit applies to employee optional life insurance and spouse/qualified domestic partner life insurance.</p>
WAIVER OF PREMIUM APPLICATION:	Applies to contributory employee insurance.
REINSTATEMENT:	There is no reinstatement of coverage under this policy, unless termination is contested and the Civil Service Board requires the City of Phoenix to rehire and reinstate coverage to prior amount. Employee will be required to remit back premium if coverage is reinstated.
INITIAL OPEN ENROLLMENT: (applies to the 2015 plan year)	<p>During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:</p> <ul style="list-style-type: none">• An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.• An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:
(beginning with the 2016 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may increase his or her optional life coverage by two \$10,000 increments, provided the resulting amount of insurance does not exceed \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount

Coverage will be effective on the date of the election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse, qualified domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership (an employee may increase his or her supplemental life insurance due to marriage or creation of domestic partnership).
- Loss of spouse/qualified domestic partner employment

RIDERS TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment Benefits
Commutation AD&D Benefits
Dependents Term Life Benefits
Occupational AD&D Benefits
Portability Benefits
Waiver of Premium Benefits

Group Term Life Policy Amendment #3

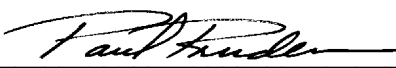
MINNESOTA LIFE

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. 34390-G issued by Minnesota Life Insurance Company to City of Phoenix. This amendment is effective as of July 1, 2016. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

Due to a change in the union bargaining agreement all eligible part-time Unit 1 employees are eligible for all benefits eligible to all other Class 1 employees. As a result of the changes listed above the Group Policy Specifications Page is replaced with the attached Group Policy Specifications Page dated effective January 1, 2017 as revised on August 3, 2016.

Agreed to by Minnesota Life Insurance Company on August 3, 2016.

By  SEM
Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	City of Phoenix	POLICY NO.: 34390-G																																						
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.																																							
POLICY SITUS:	The policy was issued and delivered in the state of Arizona.																																							
POLICY EFFECTIVE DATE:	January 1, 2015. This specifications page represents the plan in effect as of January 1, 2017 as revised on August 3, 2016.																																							
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2016.																																							
PREMIUM DUE DATE(S):	The first day of each month.																																							
GROUP:	<p>The group is composed of all active eligible full-time employees and certain eligible part-time employees in Unit 1 of the policyholder and its associated companies working in the United States in the following classes:</p> <p>Note: As of July 1, 2016 all eligible part-time Unit 1 employees are eligible to enroll for all benefits eligible to a Class 1 employee.</p> <table><tr><td>Class 1</td><td>001 Field Unit 1</td></tr><tr><td>Class 2</td><td>002 Field Unit 2</td></tr><tr><td>Class 3</td><td>003 Office and Clerical Unit 3</td></tr><tr><td>Class 4</td><td>004 Police Officers Unit 4</td></tr><tr><td>Class 5</td><td>005 Firefighters Unit 5</td></tr><tr><td>Class 6</td><td>006 Police Supervisory and Professional Unit 6</td></tr><tr><td>Class 7</td><td>007 Supervisory and Professional Units 7</td></tr><tr><td>Class 8</td><td>008 Confidential Office and Clerical Unit 8</td></tr><tr><td>Class 9</td><td>009 Middle Managers</td></tr><tr><td>Class 10</td><td>010 Executives</td></tr><tr><td>Class 11</td><td>011 Mayor and City Council Unit 8</td></tr><tr><td>Class 12</td><td>012 Executive</td></tr><tr><td>Class 13</td><td>016 Middle Managers Police</td></tr><tr><td>Class 14</td><td>017 Middle Managers Fire</td></tr><tr><td>Class 15</td><td>018 Executives Police</td></tr><tr><td>Class 16</td><td>019 Executives Fire</td></tr><tr><td>Class 17</td><td>000 Police Reservists</td></tr><tr><td>Class 18</td><td>Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.</td></tr><tr><td>Class 19</td><td>Closed Disabled Group (grandfathered coverage)</td></tr></table>		Class 1	001 Field Unit 1	Class 2	002 Field Unit 2	Class 3	003 Office and Clerical Unit 3	Class 4	004 Police Officers Unit 4	Class 5	005 Firefighters Unit 5	Class 6	006 Police Supervisory and Professional Unit 6	Class 7	007 Supervisory and Professional Units 7	Class 8	008 Confidential Office and Clerical Unit 8	Class 9	009 Middle Managers	Class 10	010 Executives	Class 11	011 Mayor and City Council Unit 8	Class 12	012 Executive	Class 13	016 Middle Managers Police	Class 14	017 Middle Managers Fire	Class 15	018 Executives Police	Class 16	019 Executives Fire	Class 17	000 Police Reservists	Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.	Class 19	Closed Disabled Group (grandfathered coverage)
Class 1	001 Field Unit 1																																							
Class 2	002 Field Unit 2																																							
Class 3	003 Office and Clerical Unit 3																																							
Class 4	004 Police Officers Unit 4																																							
Class 5	005 Firefighters Unit 5																																							
Class 6	006 Police Supervisory and Professional Unit 6																																							
Class 7	007 Supervisory and Professional Units 7																																							
Class 8	008 Confidential Office and Clerical Unit 8																																							
Class 9	009 Middle Managers																																							
Class 10	010 Executives																																							
Class 11	011 Mayor and City Council Unit 8																																							
Class 12	012 Executive																																							
Class 13	016 Middle Managers Police																																							
Class 14	017 Middle Managers Fire																																							
Class 15	018 Executives Police																																							
Class 16	019 Executives Fire																																							
Class 17	000 Police Reservists																																							
Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.																																							
Class 19	Closed Disabled Group (grandfathered coverage)																																							
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 45 days from the first day of eligibility for contributory insurance.																																							
WAITING PERIOD:	None																																							
MINIMUM HOURS:	As determined by the policyholder per the employee’s class.																																							

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

Note: Multiples of base annual salary is rounded to the next higher multiple of \$1,000 if not already a multiple thereof.

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
Class 1 001 Field Unit 1	\$15,000
Class 2 002 Field Unit 2	The greater of one times base annual salary or \$25,000
Class 3 003 Office and Clerical Unit 3	The greater of one times base annual salary or \$25,000
Class 4 004 Police Officers Unit 4	\$15,000
Class 5 005 Firefighters Unit 5	One times base annual salary
Class 6 006 Police Supervisory and Professional Unit 6	One times base annual salary
Class 7 007 Supervisory and Professional Units 7	The greater of one times base annual salary or \$25,000
Class 8 008 Confidential Office and Clerical	One and one-half times base annual salary
Class 9 009 Middle Managers	One and one-half times base annual salary to a maximum of \$500,000
Class 10 010 Executives	One and three-quarters times base annual salary to a maximum of \$500,000
Class 11 011 Mayor and City Council	One and three-quarters times base annual salary to a maximum of \$500,000
Class 12 012 Executive	Two times base annual salary to a maximum of \$500,000
Class 13 016 Middle Managers Police	One and one-half times base annual salary to a maximum of \$500,000
Class 14 017 Middle Managers Fire	One and one-half times base annual salary to a maximum of \$500,000
Class 15 018 Executives Police	One and three-quarters times base annual salary to a maximum of \$500,000
Class 16 019 Executives Fire	One and three-quarters times base annual salary to a maximum of \$500,000
Class 17 000 Police Reservists	None
Class 19 Closed Disabled Group	None

Optional Life Insurance

Eligible Class

Amount of Optional Life Insurance

Classes 1-16

An amount elected by the employee in an increment of:

- \$10,000 to a maximum of \$250,000;
- thereafter, \$50,000 to a maximum of \$500,000.

Class 17

None

Class 19

Amounts vary and are on file with the policyholder. Amounts of coverage range from \$30,000 to \$100,000.

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

Basic and Optional AD&D Insurance

Eligible Class

Amount of Basic and Optional AD&D Insurance

Classes 1-16

An amount equal to the amount of basic and/or optional life insurance for which the employee is insured under the group policy.

Classes 17 and 19

None

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

Occupational AD&D Insurance

Eligible Class

Amount of Occupational AD&D Insurance

Class 1 001 Field Unit 1 \$75,000

Class 2 002 Field Unit 2 \$75,000

Class 3 003 Office and Clerical Unit 3 \$75,000

Class 4 004 Police Officers Unit 4 \$100,000

Class 5 005 Firefighters Unit 5 \$75,000

Class 6 006 Police Supervisory and Professional Unit 6 \$100,000

Class 7 007 Supervisory and Professional Units 7 \$75,000

Class 8 008 Confidential Office and Clerical \$75,000

Class 9 009 Middle Managers \$75,000

Class 10 010 Executives \$75,000

Class 11 011 Mayor and City council \$75,000

Class 12 012 Executive \$75,000

Class 13 016 Middle Managers Police \$75,000

Class 14 017 Middle Managers Fire \$75,000

Class 15 018 Executives Police \$100,000

Class 16 019 Executives Fire \$75,000

Class 17 000 Police Reservists \$25,000

EMPLOYEE COMMUTATION ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:**Commutation AD&D Insurance****Eligible Class****Amount of Commutation AD&D Insurance**

Classes 1-16

\$200,000

Class 17 and 19

None

AGGREGATE LIMIT:

Total liability for all losses for any one accident under the commutation AD&D benefit will not exceed \$3,000,000. If the total benefits otherwise payable would exceed this amount, the amount payable for each insured will be in the same proportion as the \$3,000,000 bears to the total amount of insurance that would have otherwise been payable except for this provision.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE**AGE REDUCTIONS:**

(applies only to optional life and optional AD&D including those insureds in Class 19)

The amount of optional life/AD&D insurance on an employee age 65 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 Optional Life/AD&D Insurance</u>
70 - 74	65%
75 - 79	45%
80 and older	30%

Age reductions will apply the first day of the month following an insured employee's applicable birthday.

Note: The reduced coverage is rounded to the next higher \$1,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; optional insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For optional insurance:

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

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

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

\$150,000

EVIDENCE OF INSURABILITY:

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

**EFFECTIVE DATE OF INCREASES
AND DECREASES DUE TO CHANGE
IN ELIGIBLE CLASS OR EARNINGS:**

Increases and decreases due to a change in eligible class or earnings will become effective the first of the following month after the change in eligible class or earnings. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings.

All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

An employee does not need to be insured for optional life insurance in order to be insured for dependents life insurance.

Spouse/Qualified Domestic Partner insurance may not exceed the total amount of employee insurance.

Spouse/Qualified Domestic Partner Life Insurance

Eligible Class

Amount of Spouse/Qualified Domestic Partner Life Insurance

Classes 1-16

An amount elected by the employee, in an increment of \$10,000, subject to a plan maximum of \$300,000.

Spouse/Qualified Domestic Partner insurance terminates at the employee's age 70.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

Child Life Insurance

Eligible Class

Amount of Child Life Insurance

Classes 1-16

\$10,000, \$15,000, \$20,000 or \$25,000 as elected by the employee.

An employee's first eligible newborn child is automatically covered for \$10,000 for 45 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 45 days; otherwise the coverage shall terminate at the end of the 45-day period.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:	Dependents insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	<p>Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:</p> <p>For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.</p> <p>For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:</p> <p>For spouse/qualified domestic partner insurance: \$50,000</p> <p>For child insurance: All child life insurance is guaranteed issue regardless of when elected.</p>
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount. As an exception child life insurance will never require evidence of insurability.
EFFECT OF EMPLOYEE'S RETIREMENT:	All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

BENEFICIARY ELECTION CHANGES:	As an exception to the policy, an employee will manage beneficiary designations by using the eCHRIS electronic administration system used by the policyholder.
SUICIDE EXCLUSION:	The suicide exclusion applies to employee optional life and spouse/qualified domestic partner life insurance under this policy. Exclusions for AD&D, Occupational AD&D and Commutation AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.
ACCELERATED DEATH BENEFIT APPLICATION:	<p>The accelerated death benefit applies to basic and optional employee life insurance and spouse/qualified domestic partner life insurance.</p> <p>Specified Disease Benefit and Permanent Institutional Confinement Benefit applies to employee optional life insurance and spouse/qualified domestic partner life insurance.</p>
WAIVER OF PREMIUM APPLICATION:	Applies to contributory employee insurance.
REINSTATEMENT:	There is no reinstatement of coverage under this policy, unless termination is contested and the Civil Service Board requires the City of Phoenix to rehire and reinstate coverage to prior amount. Employee will be required to remit back premium if coverage is reinstated.
INITIAL OPEN ENROLLMENT: (applies to the 2015 plan year)	<p>During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:</p> <ul style="list-style-type: none">• An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.• An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:
(beginning with the 2016 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may increase his or her optional life coverage by two \$10,000 increments, provided the resulting amount of insurance does not exceed \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount

Coverage will be effective on the date of the election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse, qualified domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership (an employee may increase his or her supplemental life insurance due to marriage or creation of domestic partnership).
- Loss of spouse/qualified domestic partner employment

RIDERS TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment Benefits
Commutation AD&D Benefits
Dependents Term Life Benefits
Occupational AD&D Benefits
Portability Benefits
Waiver of Premium Benefits

Group Term Life Policy Amendment #2

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. 34390-G issued by Minnesota Life Insurance Company to City of Phoenix. This amendment is effective as of the dates shown below. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

1. Effective December 31, 2015

Class 18 Arizona Municipal Water User's Association is removed from the policy.

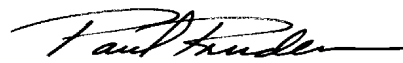
2. Effective January 1, 2017

- The spouse life insurance benefit is increased to a maximum benefit of \$300,000.
- The child life insurance benefit is changed to an amount elected by the employee from the following options: \$10,000, \$15,000, \$20,000 or \$25,000. Any benefit amount less than \$10,000 will automatically be increased to \$10,000.
- The child automatic enrollment benefit is increased from \$2,000 to \$10,000.

As a result of the changes listed above the Group Policy Specifications Page is replaced with the attached Group Policy Specifications Page dated effective January 1, 2017.

Agreed to by Minnesota Life Insurance Company on July 12, 2016.

By _____



SEM

Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	City of Phoenix	POLICY NO.: 34390-G																																						
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.																																							
POLICY SITUS:	The policy was issued and delivered in the state of Arizona.																																							
POLICY EFFECTIVE DATE:	January 1, 2015. This specifications page represents the plan in effect as of January 1, 2017.																																							
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2016.																																							
PREMIUM DUE DATE(S):	The first day of each month.																																							
GROUP:	<p>The group is composed of all active eligible full-time employees and certain eligible part-time employees in Unit 1 of the policyholder and its associated companies working in the United States in the following classes:</p> <table><tr><td>Class 1</td><td>001 Field Unit 1</td></tr><tr><td>Class 2</td><td>002 Field Unit 2</td></tr><tr><td>Class 3</td><td>003 Office and Clerical Unit 3</td></tr><tr><td>Class 4</td><td>004 Police Officers Unit 4</td></tr><tr><td>Class 5</td><td>005 Firefighters Unit 5</td></tr><tr><td>Class 6</td><td>006 Police Supervisory and Professional Unit 6</td></tr><tr><td>Class 7</td><td>007 Supervisory and Professional Units 7</td></tr><tr><td>Class 8</td><td>008 Confidential Office and Clerical Unit 8</td></tr><tr><td>Class 9</td><td>009 Middle Managers</td></tr><tr><td>Class 10</td><td>010 Executives</td></tr><tr><td>Class 11</td><td>011 Mayor and City Council Unit 8</td></tr><tr><td>Class 12</td><td>012 Executive</td></tr><tr><td>Class 13</td><td>016 Middle Managers Police</td></tr><tr><td>Class 14</td><td>017 Middle Managers Fire</td></tr><tr><td>Class 15</td><td>018 Executives Police</td></tr><tr><td>Class 16</td><td>019 Executives Fire</td></tr><tr><td>Class 17</td><td>000 Police Reservists</td></tr><tr><td>Class 18</td><td>Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.</td></tr><tr><td>Class 19</td><td>Closed Disabled Group (grandfathered coverage)</td></tr></table>		Class 1	001 Field Unit 1	Class 2	002 Field Unit 2	Class 3	003 Office and Clerical Unit 3	Class 4	004 Police Officers Unit 4	Class 5	005 Firefighters Unit 5	Class 6	006 Police Supervisory and Professional Unit 6	Class 7	007 Supervisory and Professional Units 7	Class 8	008 Confidential Office and Clerical Unit 8	Class 9	009 Middle Managers	Class 10	010 Executives	Class 11	011 Mayor and City Council Unit 8	Class 12	012 Executive	Class 13	016 Middle Managers Police	Class 14	017 Middle Managers Fire	Class 15	018 Executives Police	Class 16	019 Executives Fire	Class 17	000 Police Reservists	Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.	Class 19	Closed Disabled Group (grandfathered coverage)
Class 1	001 Field Unit 1																																							
Class 2	002 Field Unit 2																																							
Class 3	003 Office and Clerical Unit 3																																							
Class 4	004 Police Officers Unit 4																																							
Class 5	005 Firefighters Unit 5																																							
Class 6	006 Police Supervisory and Professional Unit 6																																							
Class 7	007 Supervisory and Professional Units 7																																							
Class 8	008 Confidential Office and Clerical Unit 8																																							
Class 9	009 Middle Managers																																							
Class 10	010 Executives																																							
Class 11	011 Mayor and City Council Unit 8																																							
Class 12	012 Executive																																							
Class 13	016 Middle Managers Police																																							
Class 14	017 Middle Managers Fire																																							
Class 15	018 Executives Police																																							
Class 16	019 Executives Fire																																							
Class 17	000 Police Reservists																																							
Class 18	Arizona Municipal Water User’s Association - Removed from the policy 12/31/2016.																																							
Class 19	Closed Disabled Group (grandfathered coverage)																																							
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 45 days from the first day of eligibility for contributory insurance.																																							
WAITING PERIOD:	None																																							
MINIMUM HOURS:	As determined by the policyholder per the employee’s class.																																							

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

Note: Multiples of base annual salary is rounded to the next higher multiple of \$1,000 if not already a multiple thereof.

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
Class 1 001 Field Unit 1 (including eligible part-time employees)	\$15,000
Class 2 002 Field Unit 2	The greater of one times base annual salary or \$25,000
Class 3 003 Office and Clerical Unit 3	The greater of one times base annual salary or \$25,000
Class 4 004 Police Officers Unit 4	\$15,000
Class 5 005 Firefighters Unit 5	One times base annual salary
Class 6 006 Police Supervisory and Professional Unit 6	One times base annual salary
Class 7 007 Supervisory and Professional Units 7	The greater of one times base annual salary or \$25,000
Class 8 008 Confidential Office and Clerical	One and one-half times base annual salary
Class 9 009 Middle Managers	One and one-half times base annual salary to a maximum of \$500,000
Class 10 010 Executives	One and three-quarters times base annual salary to a maximum of \$500,000
Class 11 011 Mayor and City Council	One and three-quarters times base annual salary to a maximum of \$500,000
Class 12 012 Executive	Two times base annual salary to a maximum of \$500,000
Class 13 016 Middle Managers Police	One and one-half times base annual salary to a maximum of \$500,000
Class 14 017 Middle Managers Fire	One and one-half times base annual salary to a maximum of \$500,000
Class 15 018 Executives Police	One and three-quarters times base annual salary to a maximum of \$500,000
Class 16 019 Executives Fire	One and three-quarters times base annual salary to a maximum of \$500,000
Class 17 000 Police Reservists	None
Class 19 Closed Disabled Group	None

Optional Life Insurance

Eligible Class

Amount of Optional Life Insurance

Classes 1-16
(part-time unit 1 employees are not eligible)

An amount elected by the employee in an increment of:

- \$10,000 to a maximum of \$250,000;
- thereafter, \$50,000 to a maximum of \$500,000.

Class 17

None

Class 19

Amounts vary and are on file with the policyholder. Amounts of coverage range from \$30,000 to \$100,000.

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

Basic and Optional AD&D Insurance

Eligible Class

Amount of Basic and Optional AD&D Insurance

Classes 1-16
(eligible part-time Unit 1 employees receive basic AD&D and do not receive optional AD&D)

An amount equal to the amount of basic and/or optional life insurance for which the employee is insured under the group policy.

Classes 17 and 19

None

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

Occupational AD&D Insurance

Eligible Class

Amount of Occupational AD&D Insurance

Class 1	001 Field Unit 1	\$75,000
Class 2	002 Field Unit 2	\$75,000
Class 3	003 Office and Clerical Unit 3	\$75,000
Class 4	004 Police Officers Unit 4	\$100,000
Class 5	005 Firefighters Unit 5	\$75,000
Class 6	006 Police Supervisory and Professional Unit 6	\$100,000
Class 7	007 Supervisory and Professional Units 7	\$75,000
Class 8	008 Confidential Office and Clerical	\$75,000
Class 9	009 Middle Managers	\$75,000
Class 10	010 Executives	\$75,000
Class 11	011 Mayor and City council	\$75,000
Class 12	012 Executive	\$75,000
Class 13	016 Middle Managers Police	\$75,000
Class 14	017 Middle Managers Fire	\$75,000
Class 15	018 Executives Police	\$100,000
Class 16	019 Executives Fire	\$75,000

Class 17 000 Police Reservists \$25,000

Class 19 Closed Disabled Group None

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

Commutation AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Commutation AD&D Insurance</u>
------------------------------	--

Classes 1-16 (including eligible part-time Unit 1 employees)	\$200,000
---	-----------

Class 17 and 19	None
-----------------	------

AGGREGATE LIMIT:

Total liability for all losses for any one accident under the commutation AD&D benefit will not exceed \$3,000,000. If the total benefits otherwise payable would exceed this amount, the amount payable for each insured will be in the same proportion as the \$3,000,000 bears to the total amount of insurance that would have otherwise been payable except for this provision.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

(applies only to optional life and optional AD&D including those insureds in Class 19)

The amount of optional life/AD&D insurance on an employee age 65 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 Optional Life/AD&D Insurance</u>
70 - 74	65%
75 -79	45%
80 and older	30%

Age reductions will apply the first day of the month following an insured employee's applicable birthday.

Note: The reduced coverage is rounded to the next higher \$1,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; optional insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For optional insurance:

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

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

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

\$150,000

EVIDENCE OF INSURABILITY:

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

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:

Increases and decreases due to a change in eligible class or earnings will become effective the first of the following month after the change in eligible class or earnings. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings.

All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE**DEPENDENTS TERM LIFE INSURANCE:**

An employee does not need to be insured for optional life insurance in order to be insured for dependents life insurance.

Spouse/Qualified Domestic Partner insurance may not exceed the total amount of employee insurance.

Spouse/Qualified Domestic Partner Life Insurance**Eligible Class****Amount of Spouse/Qualified Domestic Partner Life Insurance**

Classes 1-16
(part-time unit 1 employees are not eligible)

An amount elected by the employee, in an increment of \$10,000, subject to a plan maximum of \$300,000.

Spouse/Qualified Domestic Partner insurance terminates at the employee's age 70.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

Child Life Insurance**Eligible Class****Amount of Child Life Insurance**

Classes 1-16
(part-time unit 1 employees are not eligible)

\$10,000, \$15,000, \$20,000 or \$25,000 as elected by the employee.

An employee's first eligible newborn child is automatically covered for \$10,000 for 45 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 45 days; otherwise the coverage shall terminate at the end of the 45-day period.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:	Dependents insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	<p>Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:</p> <p>For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.</p> <p>For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:</p> <p>For spouse/qualified domestic partner insurance: \$50,000</p> <p>For child insurance: All child life insurance is guaranteed issue regardless of when elected.</p>
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount. As an exception child life insurance will never require evidence of insurability.
EFFECT OF EMPLOYEE'S RETIREMENT:	All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

BENEFICIARY ELECTION CHANGES:	As an exception to the policy, an employee will manage beneficiary designations by using the eCHRIS electronic administration system used by the policyholder.
SUICIDE EXCLUSION:	The suicide exclusion applies to employee optional life and spouse/qualified domestic partner life insurance under this policy. Exclusions for AD&D, Occupational AD&D and Commutation AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.
ACCELERATED DEATH BENEFIT APPLICATION:	<p>The accelerated death benefit applies to basic and optional employee life insurance and spouse/qualified domestic partner life insurance.</p> <p>Specified Disease Benefit and Permanent Institutional Confinement Benefit applies to employee optional life insurance and spouse/qualified domestic partner life insurance.</p>
WAIVER OF PREMIUM APPLICATION:	Applies to contributory employee insurance.
REINSTATEMENT:	There is no reinstatement of coverage under this policy, unless termination is contested and the Civil Service Board requires the City of Phoenix to rehire and reinstate coverage to prior amount. Employee will be required to remit back premium if coverage is reinstated.
INITIAL OPEN ENROLLMENT: (applies to the 2015 plan year)	<p>During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:</p> <ul style="list-style-type: none">• An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.• An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:
(beginning with the 2016 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may increase his or her optional life coverage by two \$10,000 increments, provided the resulting amount of insurance does not exceed \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount

Coverage will be effective on the date of the election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse, qualified domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership (an employee may increase his or her supplemental life insurance due to marriage or creation of domestic partnership).
- Loss of spouse/qualified domestic partner employment

RIDERS TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment Benefits
Commutation AD&D Benefits
Dependents Term Life Benefits
Occupational AD&D Benefits
Portability Benefits
Waiver of Premium Benefits

Group Term Life 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. 34390-G issued by Minnesota Life Insurance Company to City of Phoenix. This amendment is effective as of January 1, 2015. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The classes eligible for the Commutation AD&D Benefit have been corrected. As a result of this correction, the Group Policy Specifications Page has been replaced with the following Group Policy Specifications Page.

Agreed to by Minnesota Life Insurance Company this 25th day of June, 2015.

By  _____ clb
Second Vice President

GENERAL INFORMATION

POLICYHOLDER:	City of Phoenix	POLICY NO.: 34390-G																																						
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.																																							
POLICY SITUS:	The policy was issued and delivered in the state of Arizona.																																							
POLICY EFFECTIVE DATE:	January 1, 2015. This specifications page represents the plan in effect as of January 1, 2015 as revised on June 25, 2015.																																							
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2016.																																							
PREMIUM DUE DATE(S):	The first day of each month.																																							
GROUP:	<p>The group is composed of all active eligible full-time employees and certain eligible part-time employees in Unit 1 of the policyholder and its associated companies working in the United States in the following classes:</p> <table><tr><td>Class 1</td><td>001 Field Unit 1</td></tr><tr><td>Class 2</td><td>002 Field Unit 2</td></tr><tr><td>Class 3</td><td>003 Office and Clerical Unit 3</td></tr><tr><td>Class 4</td><td>004 Police Officers Unit 4</td></tr><tr><td>Class 5</td><td>005 Firefighters Unit 5</td></tr><tr><td>Class 6</td><td>006 Police Supervisory and Professional Unit 6</td></tr><tr><td>Class 7</td><td>007 Supervisory and Professional Units 7</td></tr><tr><td>Class 8</td><td>008 Confidential Office and Clerical Unit 8</td></tr><tr><td>Class 9</td><td>009 Middle Managers</td></tr><tr><td>Class 10</td><td>010 Executives</td></tr><tr><td>Class 11</td><td>011 Mayor and City Council Unit 8</td></tr><tr><td>Class 12</td><td>012 Executive</td></tr><tr><td>Class 13</td><td>016 Middle Managers Police</td></tr><tr><td>Class 14</td><td>017 Middle Managers Fire</td></tr><tr><td>Class 15</td><td>018 Executives Police</td></tr><tr><td>Class 16</td><td>019 Executives Fire</td></tr><tr><td>Class 17</td><td>000 Police Reservists</td></tr><tr><td>Class 18</td><td>Arizona Municipal Water User’s Association</td></tr><tr><td>Class 19</td><td>Closed Disabled Group (grandfathered coverage)</td></tr></table>		Class 1	001 Field Unit 1	Class 2	002 Field Unit 2	Class 3	003 Office and Clerical Unit 3	Class 4	004 Police Officers Unit 4	Class 5	005 Firefighters Unit 5	Class 6	006 Police Supervisory and Professional Unit 6	Class 7	007 Supervisory and Professional Units 7	Class 8	008 Confidential Office and Clerical Unit 8	Class 9	009 Middle Managers	Class 10	010 Executives	Class 11	011 Mayor and City Council Unit 8	Class 12	012 Executive	Class 13	016 Middle Managers Police	Class 14	017 Middle Managers Fire	Class 15	018 Executives Police	Class 16	019 Executives Fire	Class 17	000 Police Reservists	Class 18	Arizona Municipal Water User’s Association	Class 19	Closed Disabled Group (grandfathered coverage)
Class 1	001 Field Unit 1																																							
Class 2	002 Field Unit 2																																							
Class 3	003 Office and Clerical Unit 3																																							
Class 4	004 Police Officers Unit 4																																							
Class 5	005 Firefighters Unit 5																																							
Class 6	006 Police Supervisory and Professional Unit 6																																							
Class 7	007 Supervisory and Professional Units 7																																							
Class 8	008 Confidential Office and Clerical Unit 8																																							
Class 9	009 Middle Managers																																							
Class 10	010 Executives																																							
Class 11	011 Mayor and City Council Unit 8																																							
Class 12	012 Executive																																							
Class 13	016 Middle Managers Police																																							
Class 14	017 Middle Managers Fire																																							
Class 15	018 Executives Police																																							
Class 16	019 Executives Fire																																							
Class 17	000 Police Reservists																																							
Class 18	Arizona Municipal Water User’s Association																																							
Class 19	Closed Disabled Group (grandfathered coverage)																																							
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 45 days from the first day of eligibility for contributory insurance.																																							
WAITING PERIOD:	None																																							
MINIMUM HOURS:	As determined by the policyholder per the employee’s class.																																							

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

Note: Multiples of base annual salary is rounded to the next higher multiple of \$1,000 if not already a multiple thereof.

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
Class 1 001 Field Unit 1 (including eligible part-time employees)	\$15,000
Class 2 002 Field Unit 2	The greater of one times base annual salary or \$25,000
Class 3 003 Office and Clerical Unit 3	The greater of one times base annual salary or \$25,000
Class 4 004 Police Officers Unit 4	\$15,000
Class 5 005 Firefighters Unit 5	One times base annual salary
Class 6 006 Police Supervisory and Professional Unit 6	One times base annual salary
Class 7 007 Supervisory and Professional Units 7	The greater of one times base annual salary or \$25,000
Class 8 008 Confidential Office and Clerical	One and one-half times base annual salary
Class 9 009 Middle Managers	One and one-half times base annual salary to a maximum of \$500,000
Class 10 010 Executives	One and three-quarters times base annual salary to a maximum of \$500,000
Class 11 011 Mayor and City Council	One and three-quarters times base annual salary to a maximum of \$500,000
Class 12 012 Executive	Two times base annual salary to a maximum of \$500,000
Class 13 016 Middle Managers Police	One and one-half times base annual salary to a maximum of \$500,000
Class 14 017 Middle Managers Fire	One and one-half times base annual salary to a maximum of \$500,000
Class 15 018 Executives Police	One and three-quarters times base annual salary to a maximum of \$500,000
Class 16 019 Executives Fire	One and three-quarters times base annual salary to a maximum of \$500,000
Class 17 000 Police Reservists	None
Class 18 Arizona Municipal Water User's Association	This class contains different units which have varying amounts of basic life insurance. Amounts of coverage range from one times annual earnings to one and three-quarters times annual earnings.
Class 19 Closed Disabled Group	None

Optional Life Insurance

Eligible Class

Amount of Optional Life Insurance

Classes 1-16 and 18
(part-time unit 1 employees are not eligible)

An amount elected by the employee in an increment of:

- \$10,000 to a maximum of \$250,000;
- thereafter, \$50,000 to a maximum of \$500,000.

Class 17

None

Class 19

Amounts vary and are on file with the policyholder. Amounts of coverage range from \$30,000 to \$100,000.

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

Basic and Optional AD&D Insurance

Eligible Class

Amount of Basic and Optional AD&D Insurance

Classes 1-16 and 18
(eligible part-time Unit 1 employees receive basic AD&D and do not receive optional AD&D)

An amount equal to the amount of basic and/or optional life insurance for which the employee is insured under the group policy.

Classes 17 and 19

None

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

Occupational AD&D Insurance

Eligible Class

Amount of Occupational AD&D Insurance

Class 1	001 Field Unit 1	\$75,000
Class 2	002 Field Unit 2	\$75,000
Class 3	003 Office and Clerical Unit 3	\$75,000
Class 4	004 Police Officers Unit 4	\$100,000
Class 5	005 Firefighters Unit 5	\$75,000
Class 6	006 Police Supervisory and Professional Unit 6	\$100,000
Class 7	007 Supervisory and Professional Units 7	\$75,000
Class 8	008 Confidential Office and Clerical	\$75,000
Class 9	009 Middle Managers	\$75,000
Class 10	010 Executives	\$75,000
Class 11	011 Mayor and City council	\$75,000
Class 12	012 Executive	\$75,000
Class 13	016 Middle Managers Police	\$75,000
Class 14	017 Middle Managers Fire	\$75,000
Class 15	018 Executives Police	\$100,000
Class 16	019 Executives Fire	\$75,000

Class 17	000 Police Reservists	\$25,000
Class 18	Arizona Municipal Water User's Association	None
Class 19	Closed Disabled Group	None

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

Commutation AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Commutation AD&D Insurance</u>
Classes 1-16 (including eligible part-time Unit 1 employees)	\$200,000
Class 17, 18 and 19	None

AGGREGATE LIMIT:

Total liability for all losses for any one accident under the commutation AD&D benefit will not exceed \$3,000,000. If the total benefits otherwise payable would exceed this amount, the amount payable for each insured will be in the same proportion as the \$3,000,000 bears to the total amount of insurance that would have otherwise been payable except for this provision.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

(applies only to optional life and optional AD&D including those insureds in Class 19)

The amount of optional life/AD&D insurance on an employee age 65 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 Optional Life/AD&D Insurance</u>
70 - 74	65%
75 -79	45%
80 and older	30%

Age reductions will apply the first day of the month following an insured employee's applicable birthday.

Note: The reduced coverage is rounded to the next higher \$1,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; optional insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For optional insurance:

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

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

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

\$150,000

EVIDENCE OF INSURABILITY:

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

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:

Increases and decreases due to a change in eligible class or earnings will become effective the first of the following month after the change in eligible class or earnings. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings.

All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE**DEPENDENTS TERM LIFE INSURANCE:**

An employee does not need to be insured for optional life insurance in order to be insured for dependents life insurance.

Spouse/Qualified Domestic Partner insurance may not exceed the total amount of employee insurance.

Spouse/Qualified Domestic Partner Life Insurance**Eligible Class****Amount of Spouse/Qualified Domestic Partner Life Insurance**

Classes 1-16 and 18
(part-time unit 1 employees are not eligible)

An amount elected by the employee, in an increment of \$10,000, subject to a plan maximum of \$200,000.

Spouse/Qualified Domestic Partner insurance terminates at the employee's age 70.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

Child Life Insurance**Eligible Class****Amount of Child Life Insurance**

Classes 1-16 and 18
(part-time unit 1 employees are not eligible)

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

An employee's first eligible newborn child is automatically covered for \$2,000 for 45 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 45 days; otherwise the coverage shall terminate at the end of the 45-day period.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:	Dependents insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	<p>Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:</p> <p>For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.</p> <p>For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:</p> <p>For spouse/qualified domestic partner insurance: \$50,000</p> <p>For child insurance: All child life insurance is guaranteed issue regardless of when elected.</p>
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount. As an exception child life insurance will never require evidence of insurability.
EFFECT OF EMPLOYEE'S RETIREMENT:	All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

BENEFICIARY ELECTION CHANGES:	As an exception to the policy, an employee will manage beneficiary designations by using the eCHRIS electronic administration system used by the policyholder.
SUICIDE EXCLUSION:	The suicide exclusion applies to employee optional life and spouse/qualified domestic partner life insurance under this policy. Exclusions for AD&D, Occupational AD&D and Commutation AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.
ACCELERATED DEATH BENEFIT APPLICATION:	<p>The accelerated death benefit applies to basic and optional employee life insurance and spouse/qualified domestic partner life insurance.</p> <p>Specified Disease Benefit and Permanent Institutional Confinement Benefit applies to employee optional life insurance and spouse/qualified domestic partner life insurance.</p>
WAIVER OF PREMIUM APPLICATION:	Applies to contributory employee insurance.
REINSTATEMENT:	There is no reinstatement of coverage under this policy, unless termination is contested and the Civil Service Board requires the City of Phoenix to rehire and reinstate coverage to prior amount. Employee will be required to remit back premium if coverage is reinstated.
INITIAL OPEN ENROLLMENT: (applies to the 2015 plan year)	<p>During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:</p> <ul style="list-style-type: none">• An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.• An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:
(beginning with the 2016 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may increase his or her optional life coverage by two \$10,000 increments, provided the resulting amount of insurance does not exceed \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount

Coverage will be effective on the date of the election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse, qualified domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership (an employee may increase his or her supplemental life insurance due to marriage or creation of domestic partnership).
- Loss of spouse/qualified domestic partner employment

RIDERS TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment Benefits
Commutation AD&D Benefits
Dependents Term Life Benefits
Occupational AD&D Benefits
Portability Benefits
Waiver of Premium Benefits

Group Term Life Insurance Policy

MINNESOTA LIFE

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

Read Your Policy Carefully

This policy was issued to the policyholder 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 is a member of Minnesota Mutual Companies, Inc., which holds its annual meetings on the 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.



Secretary

Right to Cancel

It is important to us that you are satisfied with this policy after it is issued. If you are not satisfied with this policy, you may cancel it by delivering or mailing a written notice or sending a telegram to Minnesota Life Insurance Company (Minnesota Life), 400 Robert Street North, St. Paul, Minnesota 55101-2098 and returning the policy before midnight of the 30th day after you received this policy.

Notice given by mail and return of the policy by mail are effective on being postmarked, properly addressed, and postage prepaid. If you return this policy, you will receive, within 10 days of the date we receive a notice of cancellation, a full refund of any premiums you paid. Upon cancellation of this policy, it will be void as if it had never been issued.

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



President

TABLE OF CONTENTS

Definitions.....	2	Termination.....	5
General Information	2	Conversion Right	6
Premiums	3	Additional Information.....	6
Death Benefit.....	4		

GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING

GENERAL INFORMATION

POLICYHOLDER:	City of Phoenix	POLICY NO.: 34390-G																																						
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.																																							
POLICY SITUS:	The policy was issued and delivered in the state of Arizona.																																							
POLICY EFFECTIVE DATE:	January 1, 2015																																							
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2016.																																							
PREMIUM DUE DATE(S):	The first day of each month.																																							
GROUP:	The group is composed of all active eligible full-time employees and certain eligible part-time employees in Unit 1 of the policyholder and its associated companies working in the United States in the following classes: <table><tr><td>Class 1</td><td>001 Field Unit 1</td></tr><tr><td>Class 2</td><td>002 Field Unit 2</td></tr><tr><td>Class 3</td><td>003 Office and Clerical Unit 3</td></tr><tr><td>Class 4</td><td>004 Police Officers Unit 4</td></tr><tr><td>Class 5</td><td>005 Firefighters Unit 5</td></tr><tr><td>Class 6</td><td>006 Police Supervisory and Professional Unit 6</td></tr><tr><td>Class 7</td><td>007 Supervisory and Professional Units 7</td></tr><tr><td>Class 8</td><td>008 Confidential Office and Clerical Unit 8</td></tr><tr><td>Class 9</td><td>009 Middle Managers</td></tr><tr><td>Class 10</td><td>010 Executives</td></tr><tr><td>Class 11</td><td>011 Mayor and City Council Unit 8</td></tr><tr><td>Class 12</td><td>012 Executive</td></tr><tr><td>Class 13</td><td>016 Middle Managers Police</td></tr><tr><td>Class 14</td><td>017 Middle Managers Fire</td></tr><tr><td>Class 15</td><td>018 Executives Police</td></tr><tr><td>Class 16</td><td>019 Executives Fire</td></tr><tr><td>Class 17</td><td>000 Police Reservists</td></tr><tr><td>Class 18</td><td>Arizona Municipal Water User’s Association</td></tr><tr><td>Class 19</td><td>Closed Disabled Group (grandfathered coverage)</td></tr></table>		Class 1	001 Field Unit 1	Class 2	002 Field Unit 2	Class 3	003 Office and Clerical Unit 3	Class 4	004 Police Officers Unit 4	Class 5	005 Firefighters Unit 5	Class 6	006 Police Supervisory and Professional Unit 6	Class 7	007 Supervisory and Professional Units 7	Class 8	008 Confidential Office and Clerical Unit 8	Class 9	009 Middle Managers	Class 10	010 Executives	Class 11	011 Mayor and City Council Unit 8	Class 12	012 Executive	Class 13	016 Middle Managers Police	Class 14	017 Middle Managers Fire	Class 15	018 Executives Police	Class 16	019 Executives Fire	Class 17	000 Police Reservists	Class 18	Arizona Municipal Water User’s Association	Class 19	Closed Disabled Group (grandfathered coverage)
Class 1	001 Field Unit 1																																							
Class 2	002 Field Unit 2																																							
Class 3	003 Office and Clerical Unit 3																																							
Class 4	004 Police Officers Unit 4																																							
Class 5	005 Firefighters Unit 5																																							
Class 6	006 Police Supervisory and Professional Unit 6																																							
Class 7	007 Supervisory and Professional Units 7																																							
Class 8	008 Confidential Office and Clerical Unit 8																																							
Class 9	009 Middle Managers																																							
Class 10	010 Executives																																							
Class 11	011 Mayor and City Council Unit 8																																							
Class 12	012 Executive																																							
Class 13	016 Middle Managers Police																																							
Class 14	017 Middle Managers Fire																																							
Class 15	018 Executives Police																																							
Class 16	019 Executives Fire																																							
Class 17	000 Police Reservists																																							
Class 18	Arizona Municipal Water User’s Association																																							
Class 19	Closed Disabled Group (grandfathered coverage)																																							
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 45 days from the first day of eligibility for contributory insurance.																																							
WAITING PERIOD:	None																																							
MINIMUM HOURS:	As determined by the policyholder per the employee’s class.																																							

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

Note: Multiples of base annual salary is rounded to the next higher multiple of \$1,000 if not already a multiple thereof.

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
Class 1 001 Field Unit 1 (including eligible part-time employees)	\$15,000
Class 2 002 Field Unit 2	The greater of one times base annual salary or \$25,000
Class 3 003 Office and Clerical Unit 3	The greater of one times base annual salary or \$25,000
Class 4 004 Police Officers Unit 4	\$15,000
Class 5 005 Firefighters Unit 5	One times base annual salary
Class 6 006 Police Supervisory and Professional Unit 6	One times base annual salary
Class 7 007 Supervisory and Professional Units 7	The greater of one times base annual salary or \$25,000
Class 8 008 Confidential Office and Clerical	One and one-half times base annual salary
Class 9 009 Middle Managers	One and one-half times base annual salary to a maximum of \$500,000
Class 10 010 Executives	One and three-quarters times base annual salary to a maximum of \$500,000
Class 11 011 Mayor and City Council	One and three-quarters times base annual salary to a maximum of \$500,000
Class 12 012 Executive	Two times base annual salary to a maximum of \$500,000
Class 13 016 Middle Managers Police	One and one-half times base annual salary to a maximum of \$500,000
Class 14 017 Middle Managers Fire	One and one-half times base annual salary to a maximum of \$500,000
Class 15 018 Executives Police	One and three-quarters times base annual salary to a maximum of \$500,000
Class 16 019 Executives Fire	One and three-quarters times base annual salary to a maximum of \$500,000
Class 17 000 Police Reservists	None
Class 18 Arizona Municipal Water User's Association	This class contains different units which have varying amounts of basic life insurance. Amounts of coverage range from one times annual earnings to one and three-quarters times annual earnings.
Class 19 Closed Disabled Group	None

Optional Life Insurance

Eligible Class

Amount of Optional Life Insurance

Classes 1-16 and 18
(part-time unit 1 employees are not eligible)

An amount elected by the employee in an increment of:

- \$10,000 to a maximum of \$250,000;
- thereafter, \$50,000 to a maximum of \$500,000.

Class 17

None

Class 19

Amounts vary and are on file with the policyholder. Amounts of coverage range from \$30,000 to \$100,000.

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

Basic and Optional AD&D Insurance

Eligible Class

Amount of Basic and Optional AD&D Insurance

Classes 1-16 and 18
(eligible part-time Unit 1 employees receive basic AD&D and do not receive optional AD&D)

An amount equal to the amount of basic and/or optional life insurance for which the employee is insured under the group policy.

Classes 17 and 19

None

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

Occupational AD&D Insurance

Eligible Class

Amount of Occupational AD&D Insurance

Class 1	001 Field Unit 1	\$75,000
Class 2	002 Field Unit 2	\$75,000
Class 3	003 Office and Clerical Unit 3	\$75,000
Class 4	004 Police Officers Unit 4	\$100,000
Class 5	005 Firefighters Unit 5	\$75,000
Class 6	006 Police Supervisory and Professional Unit 6	\$100,000
Class 7	007 Supervisory and Professional Units 7	\$75,000
Class 8	008 Confidential Office and Clerical	\$75,000
Class 9	009 Middle Managers	\$75,000
Class 10	010 Executives	\$75,000
Class 11	011 Mayor and City council	\$75,000
Class 12	012 Executive	\$75,000
Class 13	016 Middle Managers Police	\$75,000
Class 14	017 Middle Managers Fire	\$75,000
Class 15	018 Executives Police	\$100,000
Class 16	019 Executives Fire	\$75,000

Class 17	000 Police Reservists	\$25,000
Class 18	Arizona Municipal Water User's Association	None
Class 19	Closed Disabled Group	None

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

Commutation AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Commutation AD&D Insurance</u>
Classes 1-17	\$200,000
Class 18 and 19	None

AGGREGATE LIMIT:

Total liability for all losses for any one accident under the commutation AD&D benefit will not exceed \$3,000,000. If the total benefits otherwise payable would exceed this amount, the amount payable for each insured will be in the same proportion as the \$3,000,000 bears to the total amount of insurance that would have otherwise been payable except for this provision.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

(applies only to optional life and optional AD&D including those insureds in Class 19)

The amount of optional life/AD&D insurance on an employee age 65 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 Optional Life/AD&D Insurance</u>
70 - 74	65%
75 -79	45%
80 and older	30%

Age reductions will apply the first day of the month following an insured employee's applicable birthday.

Note: The reduced coverage is rounded to the next higher \$1,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; optional insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For optional insurance:

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

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

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

\$150,000

EVIDENCE OF INSURABILITY:

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

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:

Increases and decreases due to a change in eligible class or earnings will become effective the first of the following month after the change in eligible class or earnings. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings.

All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE**DEPENDENTS TERM LIFE INSURANCE:**

An employee does not need to be insured for optional life insurance in order to be insured for dependents life insurance.

Spouse/Qualified Domestic Partner insurance may not exceed the total amount of employee insurance.

Spouse/Qualified Domestic Partner Life Insurance**Eligible Class****Amount of Spouse/Qualified Domestic Partner Life Insurance**

Classes 1-16 and 18
(part-time unit 1 employees are not eligible)

An amount elected by the employee, in an increment of \$10,000, subject to a plan maximum of \$200,000.

Spouse/Qualified Domestic Partner insurance terminates at the employee's age 70.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

Child Life Insurance**Eligible Class****Amount of Child Life Insurance**

Classes 1-16 and 18
(part-time unit 1 employees are not eligible)

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

An employee's first eligible newborn child is automatically covered for \$2,000 for 45 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 45 days; otherwise the coverage shall terminate at the end of the 45-day period.

Class 17

None

Class 19

Grandfathered amounts as on file with the policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:	Dependents insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	<p>Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:</p> <p>For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.</p> <p>For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:</p> <p>For spouse/qualified domestic partner insurance: \$50,000</p> <p>For child insurance: All child life insurance is guaranteed issue regardless of when elected.</p>
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount. As an exception child life insurance will never require evidence of insurability.
EFFECT OF EMPLOYEE'S RETIREMENT:	All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

BENEFICIARY ELECTION CHANGES:	As an exception to the policy, an employee will manage beneficiary designations by using the eCHRIS electronic administration system used by the policyholder.
SUICIDE EXCLUSION:	The suicide exclusion applies to employee optional life and spouse/qualified domestic partner life insurance under this policy. Exclusions for AD&D, Occupational AD&D and Commutation AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.
ACCELERATED DEATH BENEFIT APPLICATION:	<p>The accelerated death benefit applies to basic and optional employee life insurance and spouse/qualified domestic partner life insurance.</p> <p>Specified Disease Benefit and Permanent Institutional Confinement Benefit applies to employee optional life insurance and spouse/qualified domestic partner life insurance.</p>
WAIVER OF PREMIUM APPLICATION:	Applies to contributory employee insurance.
REINSTATEMENT:	There is no reinstatement of coverage under this policy, unless termination is contested and the Civil Service Board requires the City of Phoenix to rehire and reinstate coverage to prior amount. Employee will be required to remit back premium if coverage is reinstated.
INITIAL OPEN ENROLLMENT: (applies to the 2015 plan year)	<p>During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:</p> <ul style="list-style-type: none">• An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.• An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

ANNUAL OPEN ENROLLMENTS:
(beginning with the 2016 plan year)

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee may elect or increase optional life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may increase his or her optional life coverage by two \$10,000 increments, provided the resulting amount of insurance does not exceed \$150,000. This offer is provided to both current optional life participants and those electing optional life insurance for the first time.
- An employee may increase spouse/qualified domestic partner life insurance up to two \$10,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$50,000. This offer is provided to current spouse life participants only.
- An employee may elect any child life amount

Coverage will be effective on the date of the election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse, qualified domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership (an employee may increase his or her supplemental life insurance due to marriage or creation of domestic partnership).
- Loss of spouse/qualified domestic partner employment

RIDERS TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment Benefits
Commutation AD&D Benefits
Dependents Term Life Benefits
Occupational AD&D Benefits
Portability Benefits
Waiver of Premium Benefits

Definitions

age

Attained age as of most recent birthday.

associated company

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

certificate effective date

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

certificate holder

An employee who is eligible for and becomes insured according to the terms of this policy.

contributory insurance

Insurance for which an 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.

employee

An individual who is employed by the policyholder 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 nor corporate directors who are not otherwise 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 according to the terms of this policy.

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 an employee is not required to make premium contributions.

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

specifications page

The outline which summarizes 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 policy. The waiting period is shown on the specifications page attached to this policy.

we, our, us

Minnesota Life Insurance Company.

you, your

The policyholder named on the specifications page attached to this policy.

General Information

What is your agreement with us?

This policy and your application, which is attached, contain the entire contract between you and us. Any statements you make will 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 attached application.

No change or waiver of any provisions 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 provisions of this policy, or of any certificate issued under it.

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 insured'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 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 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, as reflected in 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 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, an employee must be actively at work, fully performing his or her customary duties for his or her regularly scheduled number of hours at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

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 will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to this policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll within the enrollment period shown on the specifications page attached to this policy; or
- (3) the insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) the employee is insured by an individual policy issued under the terms of the conversion right section.

When does insurance become effective?

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

- (1) an employee meets all eligibility requirements; and
- (2) if required, the employee applies for the insurance on forms which are approved by us; and
- (3) we are satisfied with the employee's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

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

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

- (1) for an employee on non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 6 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 6 months from the last day the insured employee was actively at work or the date the employee attains age 65.
- (3) for an employee on a military leave of absence coverage may be continued for up to five years from the date the employee was actively at work.

The above maximum time frames may vary by class or unit per the administration of the policyholder. Continuation of insurance must be in accordance with practices and procedures that preclude individual selection.

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

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. The premium contributions by insureds 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 period, or following the date that the amount of insurance in force for any one coverage changes by more than 15% from that which was used to determine the current rates (active employee coverage and retiree coverage are considered separate coverages, as are basic life, supplemental life, spouse life, child life and AD&D); or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% from the volume that was used to determine the current rate 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 paid on or before the date it is due, that premium may be paid during the 31-day period following the due date. The insurance under 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.

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 group policy. The amount of insurance for each insured dependent shall not exceed the insured employee's amount of insurance.

Can an insured request a change in the amount of his or her contributory insurance?

Yes. If the policyholder's plan of insurance, as reflected in the specifications page attached to this policy, allows for a choice of amounts of insurance for the insured's class, an insured can request an increase or a decrease in the amount of his or her contributory insurance within the limitations of the policyholder's plan of insurance, including any limitations on when and how often such requests may be made.

If an insured requests an increase in the amount of his or her contributory insurance, we will require evidence of insurability, unless otherwise noted on the specifications page.

When will changes in an insured's coverage amount be effective?

Requested increases in the amount of an insured's contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of an insured's contributory insurance are effective on the first day of the month following receipt of the insured's request for a decrease, or if different, according to the administrative practices of the employer.

Requests for a change made during a special enrollment period offered by the employer will not become effective prior to the general effective date of elections made during that enrollment.

Increases and decreases in insurance amounts which result from a change in the insured's eligible class or

earnings 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.

When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that an individual died while insured under this policy. 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 the insured's death until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% 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 an insured to receive the death benefit to be paid at the insured's death. The insured may name one or more beneficiaries. The insured cannot name you or an associated company as a beneficiary.

The insured may also choose to name a beneficiary that the insured 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 insured has requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of the insured's death. In the event a beneficiary is not living on the date of the insured's 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 the insured and a beneficiary, the death benefit will be paid as if the insured survived the beneficiary.

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

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

Can an insured add or change beneficiaries?

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

- (1) the insured's coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) the insured 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 an insured's notice.

Termination

When does an insured's coverage terminate?

The insured's coverage ends on the earliest of the following:

- (1) the date this policy ends; or
- (2) the date the employee no longer meets the eligibility requirements; or
- (3) the date the policy is amended so the employee is 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 an employee's written request to cease participation under this policy.

If an insured's coverage 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 insured's lifetime.

Can insurance on the life of an insured be reinstated after termination?

Yes. When an insured's coverage terminates because he or she is no longer eligible, and the insured becomes eligible again within the time frame shown the specifications page, the insured's coverage under this policy may be reinstated.

Provided the insured is not then covered by an individual policy issued under the terms of the conversion right section, his or her coverage under this group policy shall be reinstated automatically, without evidence of insurability or 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 policyholder's plan of insurance provides for contributory insurance under this policy, an insured'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 group policy terminate?

You may terminate this group 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. You must submit a new application for a new policy after this policy has terminated.

Conversion Right

What is the conversion right?

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

The insured may convert up to the full amount of terminated insurance if termination occurs because he or she moves from one existing eligible class to another, or he or she is no longer in an eligible class.

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

- (1) the policy is terminated; or
- (2) the policy is changed to reduce or terminate the insurance for that individual.

In such case, the insured 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 the insured becomes eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date the insurance terminated under this policy.

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

Under both the conversion right and the limited conversion right, the insured may convert his or her insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, 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 does an insured convert his or her insurance?

An insured converts his or her insurance by applying for an individual policy and paying the first premium within 31 days after the group insurance terminates. No evidence of insurability will be required.

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

How is the premium for the individual policy determined?

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

When is the individual policy effective?

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

What happens if the insured dies during the 31-day period allowed for conversion?

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

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

Additional Information

What if an insured's age has been misstated?

If an insured's age has been misstated, the death benefit payable will be that amount to which the insured is entitled based on his or her correct age.

A premium adjustment will be made 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.

Is there a suicide exclusion?

The specifications page attached to this policy indicates what insurance, if any, is subject to the suicide exclusion outlined below.

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid for an insured, if that insured, whether sane or insane, dies by suicide within two years of the effective date of his or her insurance.

If there has been an increase in the insured's amount of insurance for which he or she was required to apply or for which we required evidence of insurability, and if the insured dies by suicide within two years of the effective date of the increase, our liability with respect to that increase will be limited to the premiums paid and attributable to such increase.

When does an insured's insurance become incontestable?

Except for 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 or for which we required evidence of insurability, then, to the extent of the increase, any loss which occurs within two years of the effective date of the increase will be contestable.

Any statements the insured makes in his or her application will be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, nor defend against a claim, unless the statement is contained in the application and any evidence of insurability application attached to the insured's certificate and a copy of the statement has been provided to the insured or his or her beneficiary.

Can an insured'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 insured files the original instrument or a certified copy with us at our home office, and we send the insured an acknowledged copy.

We are not responsible for the validity of any assignment. An insured 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.

Are you required to maintain records?

Yes. You are required to maintain adequate records of any information necessary for us to administer this policy. We own the records relating to the insurance provided by this policy, and can obtain them from you 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. 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.

Accelerated Benefits Policy Rider

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

MINNESOTA LIFE

Benefits received under this Accelerated Benefits Policy Rider may be taxable. An employee should seek assistance from a personal tax advisor prior to requesting an accelerated payment of death benefits.

General Information

This rider amends the group policy to which it is attached and is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under the group policy. If an insured has a terminal condition as defined in this rider, the employee may request an accelerated payment of the applicable death benefit. An accelerated payment will not include any accidental death benefit payable under an Accidental Death and Dismemberment Policy Rider.

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of 12 months or less. We must be given medical evidence that satisfies us that the insured has a terminal condition. That evidence must include certification by a physician. For purposes of this rider, a physician is an individual who is licensed to practice medicine or treat illness in the state in which treatment is received. The physician cannot be the employee or his or her spouse/domestic partner, children, parents, grandparents, grandchildren, brothers or sisters; or the spouse of any such individuals.

Accelerated Benefit

Who may request an accelerated payment of the death benefit?

An employee may request an accelerated payment of the insurance on his or her life or on the life of a spouse/qualified domestic partner insured under his or her certificate.

When can an accelerated benefit be requested?

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

- (1) the insurance is in force and all premiums due are fully paid; and
- (2) the employee is the sole owner of the certificate; and

- (3) the certificate does not have an irrevocable beneficiary; and
- (4) application is made in writing or through any other method made available by us under the group policy and in a form which is satisfactory to us.

Is there a minimum or maximum death benefit eligible for an accelerated benefit?

Yes. The minimum death benefit to be eligible for an accelerated benefit under this rider is \$10,000. The maximum death benefit that can be accelerated is \$1,000,000.

Is a partial accelerated benefit available?

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

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

When will we pay an accelerated benefit?

We will pay an accelerated benefit upon receipt at our home office of written proof satisfactory to us that the insured meets the requirements herein.

The accelerated benefit will be paid in a single sum or by any other method agreeable to the employee and us.

To whom will we pay accelerated benefits?

We will pay the accelerated benefit to the employee.

What is the effect on the insured's coverage of the receipt of an accelerated benefit?

If the employee elects to accelerate the full amount of an insured's death benefit, the insured's coverage and all other benefits under the certificate and any certificate supplements for that insured will end. If it is the employee's death benefit being accelerated, any dependent life insurance will terminate, though it may be converted to a policy of individual life insurance according to the conversion right section of the certificate.

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

will be the full amount of insurance minus the amount of insurance that was accelerated.

Permanent Institutional Confinement Benefit

What is the Permanent Institutional Confinement Benefit?

We will pay a one-time permanent institutional confinement benefit to an insured if the insured submits medical evidence certified by a United States licensed physician and satisfactory to us that the insured requires permanent institutional confinement to a non-hospital care facility licensed in the United States which is medically necessary for the health and well-being of the insured.

The benefit payable shall be 50% of the insured's inforce life insurance benefit, subject to a maximum benefit amount of \$50,000.

Are there any limitations to the permanent institutional confinement benefit?

Yes, this benefit is not payable if the terminal illness benefit or specified disease benefit are payable to the insured. Additionally, this benefit will not be paid when the necessity for permanent institutional confinement has occurred prior to the date that the insured was first covered under this rider or when confinement to a hospital is necessary.

Hospital means an institution that meets any one of the following criteria:

- (1) It is licensed and maintains, on the premises, all facilities necessary for medical and surgical treatment; provides such treatment on an inpatient basis, for compensation, under the supervision of physicians; and provides 24 hour service by registered graduate nurses; or
- (2) It qualifies as a hospital, a psychiatric hospital, or a tuberculosis hospital, and a provider of services under Medicare, if such institution is accredited as a hospital by the Joint Commission on the Accreditation of Hospitals; or
- (3) It specializes in the treatment of mental illness, alcoholism, drug abuse, or other related illness; provides residential treatment programs; and is licensed in accordance with the laws of the appropriate legally authorized agency; or
- (4) It is a free-standing surgical facility.

Specified Disease Benefit

What is the specified disease benefit?

We will pay a one-time specified disease benefit to an insured if the insured submits medical evidence certified by a United States licensed physician and satisfactory to us that the insured has been diagnosed with a specified disease.

To be eligible for the benefit, the certificate holder or spouse/qualified domestic partner must have been insured for at least 24 months under this policy and any other group policy(ies) this policy replaced. A 12 month pre-existing condition limit applies.

The benefit payable shall be 25% of the insured's inforce life insurance benefit, subject to a maximum benefit amount of \$25,000.

How is specified disease determined?

For the purposes of determining the existence of a specified disease we will require the insured to submit the following proof:

- (1) a written diagnosis and prognosis by a physician licensed to practice in the United States certifying the existence of a specified disease; and
- (2) supportive evidence satisfactory to us, including but not limited to radiological, histological, or laboratory reports documenting the specified disease.

We may at our expense require an examination of the insured and a review of the documented evidence by a physician of our choice.

Pre-Existing Condition means a disease or condition for which the insured received medical treatment, care or advice; took prescribed drugs or medicines; or consulted a physician during the 12 months prior to the effective date of his or her coverage under this policy and any other group policy(ies) this policy replaced.

Specified Disease means a person has been diagnosed by a physician as having one of the following diseases or conditions:

- (1) Life-Threatening Cancer: any malignant disease or neoplasm characterized by abnormal cells that grow and spread in an uncontrolled manner. The term Life-Threatening Cancer does not include pre-malignant lesions, carcinoma in situ, skin cancer other than malignant melanoma, carcinoid of the appendix, intraductal non-invasive carcinoma of the breast, stage 1 Hodgkin's Disease, and stage 1 transitional carcinoma of the urinary bladder or diagnosis of cancer or malignant tumor must be based on criteria established by the American Board of Pathology and histopathologic or histocytologic study.
- (2) Heart Attack: an acute myocardial infarction caused by coronary thrombosis or coronary occlusion diagnosed by a physician. Supporting evidence must include electrocardiographic studies (ECG) and appropriate blood and clinical findings. If such studies are not available at the time of the attack, subsequent studies, when available, must confirm the episode by the demonstration of changes compatible with a heart attack and that were not known to be present prior to the episode in question. The term Heart Attack does not include any other diseases or injuries

that may be the cause or result of a heart attack; or any other diseases or injuries.

- (3) Renal Failure: the end stage of chronic, irreversible failure of both kidneys to function, necessitating regular renal dialysis.
- (4) Stroke: a condition of sudden onset resulting in permanent brain damage as a result of a subarachnoid hemorrhage, thrombosis, embolism or of a sudden occlusion or spontaneous rupture of a blood vessel in the head or neck, including apoplexy or cerebral vascular accident. The term Stroke does not include transient ischemic attacks (TIA), brief episodes of altered brain function due to inadequate blood flow to the brain from any cause nor other diseases or injuries involving the brain or that may be the cause or result of brain damage.
- (5) Specified Organ Transplant: the replacement of a person's heart, liver, or lungs with a corresponding organ from a human donor.
- (6) Acquired Immune Deficiency Syndrome (AIDS) a person tested positive for human immunodeficiency virus (HIV) infection and has been diagnosed as having a disease indicative of AIDS by a physician using definitive diagnostic methods. The term AIDS does not include HIV encephalopathy (dementia) and HIV wasting syndrome.

Termination

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

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

- (1) the date the insured is no longer insured for life insurance; or
- (2) the date requested by the policyholder to cancel this rider; or
- (3) the date the group policy or the policyholder's participation in the group policy is terminated.

Additional Information

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this rider is not intended to cause an involuntary reduction of the death benefit ultimately payable to the beneficiary. Therefore, an accelerated benefit is not available if the employee:

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

Do we have the right to obtain independent medical verification?

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



Secretary



President

Accidental Death and Dismemberment
Policy Rider

MINNESOTA LIFE

Minnesota Life Insurance Company, a Securian Financial Group affiliate
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides accidental death and dismemberment coverage subject to all terms, conditions, and exclusions herein.

Who is eligible for insurance under this rider?

An employee who is eligible under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this rider.

When does insurance under this rider become effective?

Insurance becomes effective on the date that the employee becomes insured for life insurance under the group policy.

Accidental Death and Dismemberment (AD&D) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this rider means that the insured's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is 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 death or dismemberment.

The injury must occur while the insured's coverage under this rider is in force. The insured's death or dismemberment must occur within 365 days after the date of the injury.

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

- (1) self-inflicted injury or self destruction, whether sane or insane; or
(2) suicide or attempted suicide, whether sane or insane; or
(3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity,

- regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
(4) bodily or mental infirmity, illness or disease; or
(5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
(6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's 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, or the absence of any legal proceedings, thereto; or
(7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
(8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
(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 or
(10) war or any act of war, whether declared or undeclared; or
(11) service in the military of any nation.

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 the group policy. The percentage is determined by the type of loss as shown in the following table:

Table with 2 columns: FOR LOSS OF, PERCENT OF AMOUNT OF BENEFIT. Rows include Life (100%), Both Hands or Both Feet (100%), Sight of Both Eyes (100%), Speech and Hearing in Both Ears (100%), One Hand and One Foot (100%), One Foot and Sight of One Eye (100%), One Hand and Sight of One Eye (100%), Quadriplegia (100%), Paraplegia (50%), Sight of One Eye (50%), Speech or Hearing in both Ears (50%), One Hand or One Foot (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 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 or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand). Loss of life shall include loss of life due to inhalation of smoke or chemical substance.

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet). Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of AD&D insurance payable under this rider for all of an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of AD&D insurance shown on the specifications page attached to the group policy.

When will the accidental death and dismemberment benefit be payable?

We will pay the AD&D benefit upon receipt at our home office of written proof satisfactory to us that the insured 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's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

A certificate holder's accidental death benefit will be paid to the person or persons entitled to receive a death benefit under the terms of the group policy. The benefit for other losses sustained by a certificate holder will be paid to the certificate holder, if living, otherwise to his or her estate.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the AD&D benefits. Additional benefits are paid in addition to any AD&D benefits described in the Accidental Death and

Dismemberment section, unless otherwise stated. All provisions of this rider, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" 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 AD&D benefit equal to the lesser of \$10,000 or 10% of the insured's amount of AD&D insurance.

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

- (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 policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV) that is not licensed commercially or being used for racing, acrobatic or stunt driving.

Bereavement and Trauma Counseling

What is the bereavement and trauma counseling benefit?

If an insured dies or suffers a covered dismemberment as the result of a covered accident we will pay an additional benefit for bereavement and trauma counseling session for the insured or the insured's immediate family members. We will pay \$50 per session up to five sessions to a maximum of \$250 per covered accident.

The benefit will be paid to the person(s) who provides proof they paid for the counseling. If the counseling is reimbursed or covered by other insurance, the benefit will be paid to the person who received the counseling, or in the case of a minor dependent, to the parent or guardian of

the minor dependent. Such counseling must meet all of the following conditions:

- (1) the covered bereavement and trauma counseling expenses must be incurred within one year from the date of the covered accident causing the covered loss; and
- (2) the expense is charged for a bereavement or trauma counseling session for the insured or one or more of the insured's immediately family members; and
- (3) the counseling is provided under the care, supervision, or order of a licensed physician; and
- (4) proof of the expense is provided.

For the purposes of this benefit:
Immediate Family Member means a person who is related to insured employee in any of the following ways: Spouse, Qualified Domestic Partner, Child (includes legally adopted child or stepchild) Brother, Brother-in-law, Sister, Sister-in-law, Son-in-law, Daughter-in law, Mother, Mother-in-law, Father, Father-in-law, Stepparents and Stepsiblings.

Coma Benefit

What is the coma benefit?

If an insured lapses into a coma as a result of and within 365 days of a covered accidental injury, and such coma has lasted for a minimum of 31 days, we will pay a monthly benefit equal to the lesser of:

- (1) 1% of the insured's amount of AD&D insurance; or
- (2) 1% of the difference between the insured's amount of AD&D insurance and the amount of any benefits paid under the loss table for the same accident. (if the full amount of AD&D insurance has been paid, no benefit is payable under this section).

This benefit will be paid monthly until the earliest of the following:

- (1) the date the insured recovers such that he or she is no longer in a coma as defined herein; or
- (2) the date of the insured's death. If an accidental death payment is due under this rider, the amount of such payment will be reduced by the amount of AD&D insurance paid under this coma provision; or
- (3) 11 monthly benefits have been paid.

Coma means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. The insured must be confined in a medical facility and diagnosed as comatose by a licensed physician.

Felonious Assault Benefit

What is the felonious assault benefit?

If an insured employee dies or suffers a covered dismemberment as a result of a covered accident caused by a felonious assault, we will pay an additional AD&D benefit equal to the lesser of \$100,000 or 10% of the insured's amount of AD&D insurance.

A felonious assault is a physical assault by another person resulting in bodily harm to the insured employee. The assault must take place while the insured employee is performing his or her customary duties at the employer's normal place of business or at other places the employer's business requires the insured employee to travel. The assault must involve the use of force or violence with intent to cause harm and must be either a felony or a misdemeanor.

No benefit is payable if the assault is a result of a moving violation or is committed by an immediate family member or a coworker.

For the purposes of this benefit:
Immediate Family Member means a person who is related to insured employee in any of the following ways: Spouse, Qualified Domestic Partner, Child (includes legally adopted child or stepchild) Brother, Brother-in-law, Sister, Sister-in-law, Son-in-law, Daughter-in law, Mother, Mother-in-law, Father, Father-in-law, Stepparents and Stepsiblings.

Permanent Disfigurement Benefit

What is the permanent disfigurement benefit?

If an insured employee is critically burned and disfigured to the point of requiring reconstructive or cosmetic surgery as a result of a covered accident which occurs while the insured employee is performing his or her customary duties at the employer's normal place of business or at other places the employer's business requires the insured employee to travel, we will pay an additional benefit based on the insured employee's amount of AD&D insurance according to the following table:

Percent of Bodily Disfigurement	Percentage of Benefit
75-100%	100%
50-74%	75%
25-49%	50%

Critically burned and disfigured means second degree burns.

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 AD&D benefit equal to the lesser of \$10,000 or 10% of the insured's amount of AD&D insurance.

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.

Termination

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

An insured's coverage ends on the earlier of:

- (1) the date the certificate holder is 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 rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this rider; 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 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 case of death.

Can insurance under this rider be converted to a policy of individual insurance upon termination?

No. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.



Secretary



President

Minnesota Life Insurance Company, a Securian Financial Group affiliate
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.

What does this rider provide?

This rider provides a benefit for certain commutation accidental death and dismemberment which occurs as a result of an accidental injury that is sustained while an insured is commuting directly between his or her home and your premises where he or she normally works.

Who is eligible for insurance under this rider?

An employee who is insured under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this supplement. The specifications page attached to the policy indicates to what insurance and/or class this rider applies.

When does insurance under this rider become effective?

A person will become insured on the date he or she becomes eligible for the insurance.

Definitions

Sojourn or Personal Deviation

Non-business travel or activities while on the business of the policyholder but unrelated to furthering the business of the policyholder, not to exceed seven consecutive days immediately before, during or after the authorized trip.

Personal Deviations is defined as an activity that is not reasonably related to commuting directly between the covered person's City of Phoenix employment work location and the covered person's home. An activity that occurs during the covered person's normal direct commuting route is covered under this policy, as long as it occurs within two hours of going to or returning from work.

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 rider means that the insured's death or

dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is 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 death or dismemberment.

The injury must occur while the insured employee's coverage under this rider is in force. The injury must be sustained under the circumstances of the Description(s) of Hazards that apply to the insured. The insured's death or dismemberment must occur within 365 days after the date of the injury.

What is the amount of insurance?

The amount of insurance for each class, including the aggregate limit for this benefit, is shown on the specifications page attached to this policy.

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

The amount of the benefit shall be a percentage of the amount of the insured employee's insurance. 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%
Sight of Both Eyes in Both Ears	100%
Speech and Hearing	100%
One Hand and One Foot	100%
One Foot and Sight of One Eye	100%
One Hand and Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hemiplegia	50%
One Hand or One Foot	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 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 or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet).

Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of insurance payable for an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of insurance shown in the section of this rider entitled, "What is the amount of insurance?". Benefits are also subject to the Aggregate Limit, which applies to all payments for any one accident, including any Additional Benefits.

When will the commutation accident benefit be payable?

We will pay the commutation accident benefit upon receipt at our home office of written proof satisfactory to us that the insured died or suffered dismemberment as a result of a covered accidental injury meeting the requirements of the applicable Description(s) of Hazards. All payments by us are payable from our home office.

The benefit will be paid in a single sum or in any other method agreeable to us and the beneficiary. We will pay interest on the benefit from the date of the insured employee's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

In the case of an insured employee's accidental death, the benefit will be paid to the beneficiary or beneficiaries in accordance with the Death Benefit section of the group policy, including the policy provisions for payment when there is no eligible beneficiary. The benefit for other losses sustained by an insured will be paid to the insured, if living, otherwise to his or her estate.

Description(s) of Hazards

What are the Description(s) of Hazards?

The description(s) of hazards explains the circumstances under which a loss due to an accidental injury will be eligible for a payment under this rider.

Description of Hazards Commutation (Business Only)

This Description of Hazards covers the insured for injury sustained while on the business of the policyholder during the course of any trip anywhere in the world, including Sojourn or Personal Deviation taken during the course of any such trip, made by the insured.

We will pay the benefits described in the policy for any accident which happens while the employee is commuting directly between his or her home and the City of Phoenix work location. This coverage does not include:

- (1) personal deviations by the employee;
- (2) accidents which happen more than 2 hours after the employee leaves his or her home or place of work, unless it can definitely be shown:
 - (a) That the delay was caused by conditions beyond the control of the employee; or
 - (b) That more time was needed for normal direct commuting.
- (3) accidents if occupational benefits are payable even if death or loss occurs during the 2 hour commute from or to home and work.

General Exclusions

This rider does not cover any loss caused by or resulting from:

- (1) self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's 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, or the absence of any legal proceedings, thereto; or
- (7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (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 or
- (10) war or any act of war, whether declared or undeclared; or
- (11) service in the military of any nation.

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 rider, including but not limited to the General 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 commutation AD&D benefit equal to the lesser of \$10,000 or 10% of the insured's amount of commutation AD&D insurance.

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

- (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 policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV) that is not licensed commercially or being used for racing, acrobatic or stunt driving.

Coma Benefit

What is the coma benefit?

If an insured employee lapses into a coma as a result of and within 365 days of a covered accidental injury, and such coma has lasted for a minimum of 31 days, we will pay a monthly benefit equal to the lesser of:

- (1) 1% of the insured's amount of commutation AD&D insurance; or

- (2) 1% of the difference between the insured's amount of commutation AD&D insurance and the amount of any benefits paid under the loss table for the same accident. (if the full amount of commutation AD&D insurance has been paid, no benefit is payable under this section).

This benefit will be paid monthly until the earliest of the following:

- (1) the date the insured recovers such that he or she is no longer in a coma as defined herein; or
- (2) the date of the insured's death. If an accidental death payment is due under this rider, the amount of such payment will be reduced by the amount of commutation AD&D insurance paid under this coma provision; or
- (3) 11 monthly benefits have been paid.

Coma means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. The insured must be confined in a medical facility and diagnosed as comatose by a licensed physician.

Disappearance Benefit

What is the disappearance benefit?

If an insured employee'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 and proof satisfactory to us that the accident occurred and the insured was a passenger on the conveyance, 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 rider.

Exposure Benefit

What is the exposure benefit?

A loss due to exposure to the elements will be covered as if it were due to injury, provided such loss results from unavoidable exposure to the elements by reason of a covered accident.

Seatbelt Benefit

What is the seatbelt benefit?

If an insured employee 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 commutation AD&D benefit equal to the lesser of \$10,000 or 10% of the insured's amount of AD&D insurance.

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.

Termination

When does an insured employee's coverage under this rider terminate?

An insured employee's coverage ends on the earliest of:

- (1) the date this rider terminates; or
- (2) the date the insured employee ceases to be in an eligible class; or
- (3) 31 days (the grace period) after the due date of any premium contribution which is not paid.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date requested from the policyholder to terminate this rider; 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 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 case of death.

Can insurance under this rider be converted to a policy of individual insurance upon termination?

No. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.



Secretary



President

Dependents Term Life Insurance Policy Rider

MINNESOTA LIFE

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

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a rider to the group policy will not apply to dependents coverage provided by this rider.

What does this rider provide?

This rider provides insurance on the lives of the insured employee's eligible dependents.

What members of the insured employee's family are eligible for insurance under this rider?

The following members of the insured employee's family are eligible for insurance under this rider:

- (1) the insured employee's lawful spouse who is not legally separated from the insured and who is not eligible for insurance as an employee under the policy to which this rider is attached; or
- (2) the insured employee's qualified domestic partner who is not eligible for insurance as an employee under the policy to which this rider is attached; and
- (3) the insured employee's children, stepchildren/qualified domestic partners children, legally adopted children (from the time of placement) and children for whom the employee is the legal guardian. Children are eligible from live birth (stillborn and unborn children are not eligible) to the attainment of age 26.

Qualified domestic partners mean, the partners:

- (1) share a permanent residence; and
- (2) have resided with each other for 12 consecutive months and are expected to continue to reside with each other indefinitely; and
- (3) are financially interdependent with each other in each of the following ways:
 - (a) holding one or more credit or bank accounts, including a checking account, as joint owners;
 - (b) own or lease a permanent residence as joint tenants;
 - (c) is named as a beneficiary of life insurance or under a will;
 - (d) has agreed in writing to assume financial responsibility for the welfare of the other (i.e. durable power of attorney); and

- (4) have signed a domestic partner declaration if the partners reside in a jurisdiction that provides for domestic partner declarations; and
- (5) have not signed a declaration or affidavit of domestic partnership with any other person within the last 12 months; and
- (6) do not have any other domestic partner or spouse; and
- (7) are not currently legally married to any other person; and
- (8) are not a blood relative any closer than would prohibit legal marriage; and
- (9) are mentally competent to consent to contract when this domestic partnership began; and
- (10) are not acting under fraud or duress; and
- (11) are 18 years of age or older, but have not attained age 70.

If both parents of a child qualify as eligible employees under the group policy, the child shall be considered a dependent of only one parent for purposes of this rider. If any child qualifies as an eligible employee under the group policy, he or she is not eligible to be insured as a dependent child. Any dependent child who, subsequent to the effective date of the insured employee's child life insurance, meets the requirements of this provision will become insured on the date he or she so qualifies.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to the group policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll for coverage under this rider within the enrollment period shown on the specifications page attached to the group policy; or
- (3) dependents insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this rider.

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 are satisfied with the dependent's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

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

Death Benefit

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

The amount of life insurance on each insured dependent is shown on the specifications page attached to the group policy. The amount of insurance for each insured dependent shall not exceed the insured employee's amount of insurance.

To whom will we pay the death benefit?

The death benefit payable under this rider will be paid to the insured employee if living, otherwise to his or her estate.

Termination

When does an insured dependent's coverage under this rider 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 an employee's written request that insurance on his or her eligible dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy.

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

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

Additional Information

What is the conversion right under this rider?

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

If the insured does not receive written notice of the conversion right under this rider at least 15 days prior to the end of the 31-day conversion period, he or she will have an additional period within which to exercise such right. This additional period will expire 15 days after the insured is given such notice, but in no event will such additional period be extended beyond 60 days after the end of the 31-day conversion period. Nothing contained herein will be construed to continue any insurance beyond the 31-day period provided in the policy.

Conversion may be requested by the insured employee, 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 the group policy to which this rider is attached will apply.

Does the Waiver of Premium rider to the group policy apply to insured dependents?

The Waiver of Premium rider to the group policy will not apply to disabilities for dependents covered under this rider.

However, if, due to the insured employee's disability, his or her insurance is continued in force without further payment of premiums due to the Waiver of Premium rider to the group policy, any dependents insurance provided by this rider shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until the insured employee's insurance is no longer continued in force due to the Waiver of Premium rider to the group policy.

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



Secretary



President

Occupational Accidental Death and Dismemberment Policy Rider

MINNESOTA LIFE

Minnesota Life Insurance Company, a Securian Financial Group affiliate
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides a benefit for an employee's accidental death or dismemberment which occurs as a result of an accidental injury occurring while performing his or her customary duties at the employer's normal place of business or at other places the employer's business requires the employee to travel.

Who is eligible for insurance under this rider?

An employee who is insured under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this rider.

When does insurance under this rider become effective?

Insurance becomes effective on the date that the employee becomes insured for life insurance under the group policy.

Accidental Death and Dismemberment (ADD) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this rider means that the insured employee's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen and which occurs while the employee is performing his or her customary duties of his or her regular occupation at the employer's normal place of business, or at other places the employer requires the employee to travel. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning or inhalation of smoke or chemical substance. The bodily injury must be the sole cause of death.

The injury must occur while the employee's coverage under this rider is in force. The employee's loss must occur within 365 days after the date of the injury.

In no event will we pay the accidental death benefit where the employee's death is caused directly or indirectly by,

results from, or where there is a contribution from, any of the following:

- (1) self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's 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, or the absence of any legal proceedings, thereto; or
- (7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (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 or
- (10) war or any act of war, whether declared or undeclared; or
- (11) service in the military of any nation.

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

The amount of this benefit shall be a percentage of the amount of insurance shown on the specifications page attached to the group 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%
Loss of Life Due to Inhalation of Smoke or Chemical Substance	100%
Both Hands or Both Feet	100%
Sight of Both Eyes in Both Ears	100%
Speech and Hearing	100%
One Hand and One Foot	100%
One Foot and Sight of One Eye	100%
One Hand and Sight of One Eye	100%

Quadriplegia	100%
Paraplegia	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears.....	50%
Hemiplegia	50%
One Hand or One Foot.....	50%
Thumb and Index Finger of One Hand	25%

Loss of life due to inhalation of smoke or chemical substance will be payable if:

- (1) while in the course of the insured's occupation, he or she suffers the loss of life due to inhalation of smoke or chemical substance; and
- (2) the loss occurs within 365 days of the duly reported event.

This extension of coverage will apply only if the policyholder recognizes the loss as a covered loss under its Workers' Compensation Plan or any replacement plan.

Loss of hands or feet means complete severance at or above the wrist or ankle 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 or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand). Loss of life shall include loss of life due to inhalation of smoke or chemical substance.

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet).

Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of insurance payable for an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of insurance shown in the section of this rider entitled, "What is the amount of insurance?"

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 the insured employee died or suffered a dismemberment as a result of an accidental injury meeting the requirements of this rider. All payments by us are payable from our home office. The benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary.

To whom do we pay the benefit?

A certificate holder's accidental death benefit will be paid to the person or persons entitled to receive a death benefit under the terms of the group policy. The benefit for other losses sustained by a certificate holder will be paid to the certificate holder, if living otherwise to his or her estate.

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 Benefit section, unless otherwise stated. All provisions of this rider, including but not limited to the exclusions and requirements listed under the "What does accidental death or Dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

Commutation Benefit – applies to classes: 4, 5, 6, 13, 14, 15 and 16

What is the commutation benefit?

If an insured dies or suffers a loss as a result of a covered accident which occurs, while commuting directly between the insured's residence and the employer's premises where he or she normally works, we will pay a commutation benefit based on the benefit amount shown on the specifications page attached to policy.

The commutation benefit does not include:

- (1) personal deviations by the insured; or
- (2) accidents which happen more than 2 hours after the covered person leave his or her home or place of work, unless it can be shown:
 - (a) that the delay was caused by conditions beyond the control of the insured; or
 - (b) that more time was needed for normal direct commuting
- (3) an accident if occupational benefits are payable, even if death or loss occurs during the two hour commute from or to home and work.

Personal Deviations is defined as an activity that is not reasonably related to commuting directly between the covered person's City of Phoenix employment work location and the insured's home. An activity that occurs during the covered person's normal direct commuting route is covered under this rider, as long as it occurs within two hours of going to or returning from work.

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 and proof satisfactory to us that the accident occurred and the insured was a passenger on the conveyance, 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 rider.

Exposure Benefit

What is the exposure benefit?

A loss due to exposure to the elements will be covered as if it were due to injury, provided such loss results from unavoidable exposure to the elements by reason of a covered accident.

Termination

When does an insured employee's coverage under this rider terminate?

An insured employee's coverage ends on the earlier of:

- (1) the date the employee is no longer eligible for the coverage; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this rider; 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 an insured employee 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.

Can insurance under this rider be converted to a policy of individual insurance upon termination?

No. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.



Secretary



President

Term Life Insurance Portability Policy Rider

MINNESOTA LIFE

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

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides for continuation of group life insurance for insureds who no longer meet the eligibility requirements of the group policy except as provided for herein.

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

Who is eligible to continue insurance under this rider?

A certificate holder is eligible to continue insurance under this rider if he or she, except as provided by this rider, no longer meets the eligibility requirements of the group policy due to any of the following:

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

The certificate holder will not be eligible to request coverage under this rider if he or she:

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

What insurance can be continued under this rider?

Only contributory insurance may be continued under this rider. If the certificate holder elects to continue his or her own coverage according to the provisions of this rider, he or she may also elect to continue contributory insurance for any other individual insured under his or her certificate. The certificate holder may also continue coverage under all supplements to such certificate which apply to contributory insurance and by which he or she was insured immediately preceding his or her portability date, except the Term Life Waiver of Premium Certificate Supplement, which shall terminate upon porting.

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

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

The minimum amount of insurance that can be continued on the life of an insured under this rider is \$10,000 for an employee and \$1,000 for each of his or her insured dependents.

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

The maximum amount of insurance that can be continued under this rider is the amount of insurance that was in force on the insured's portability date, but not more than \$500,000 for an employee or \$200,000 for a spouse/qualified domestic partner. However, for an insured who is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$325,000 for an employee or \$130,000 for a spouse/qualified domestic partner. All inforce child life insurance is portable.

Will the amount of insurance continued under this rider change?

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

Can a certificate holder request a change in his or her amount of insurance continued under this rider?

Yes. The certificate holder may elect to reduce the amount of insurance provided under his or her certificate. The remaining amount of insurance on the life of a certificate holder must be at least \$10,000.

The amount of insurance continued under this rider 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 rider be converted to a policy of individual insurance?

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

What happens if a certificate holder again becomes eligible under the group policy?

If a certificate holder who is continuing coverage under the provisions of this rider again meets the eligibility requirements of the group policy, not including the terms of this rider, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of the group policy, not including this rider, unless and until he or she no longer meets the eligibility requirements of the group policy and again returns to portability status as provided for herein.

What happens to insurance provided under this rider 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 rider. 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 rider will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this rider terminate?".

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

When will insurance continued under this rider terminate?

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

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



Secretary



President

Term Life Waiver of Premium Policy Rider

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

MINNESOTA LIFE

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The specifications page attached to the group policy indicates whether this rider applies to contributory insurance or noncontributory insurance. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.

What does this rider provide?

This rider provides for waiver of premium for certificate holders who become totally disabled, as defined herein. Upon approval of proof of such disability, a certificate holder's insurance, both basic and optional life insurance (if enrolled) including all riders applicable to such certificate holder which were in force on the date of the onset of the certificate holder's disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total disability.

What is total disability?

A certificate holder is considered totally disabled if he or she is eligible for and receiving disability income benefits under the employer's long term disability (LTD) plan. The disability for which LTD benefits are ultimately payable must commence while the certificate holder's insurance is in force under the group policy.

Do premiums have to be paid for a certificate holder after he or she becomes disabled?

Yes. Premiums have to be paid after a certificate holder becomes disabled, but only until we approve his or her total disability claim. Continued payment prevents the possible loss of the certificate holder's coverage and eligibility if the claim is not approved.

What if a certificate holder converts his or her group life insurance to a policy of individual insurance prior to the approval of his or her disability claim?

If a certificate holder's coverage has been converted in accordance with the conversion right section of the group policy, benefits under this rider will apply only if the converted policy is surrendered without claim, except for refund of premiums.

What will be considered due proof of total disability?

A certificate holder must furnish evidence satisfactory to us that his or her disability:

- (1) commenced while his or her insurance under the group policy was in force; and
- (2) meets the definition of total disability.

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

If a certificate holder dies within one year of the date of onset of his or her disability, the certificate holder's beneficiary may claim benefits under this rider even if the certificate holder's premium payments were discontinued and he or she had not submitted due proof satisfactory to us of his or her total disability. The certificate holder's beneficiary must submit due proof satisfactory to us that the certificate holder's total disability, which began before the certificate holder's premium payments were discontinued, continued without interruption until his or her death.

When must we be notified of a certificate holder's disability or death?

We must receive written notice at our home office of a certificate holder's total disability within one year of the date of onset of such disability. However, failure to give notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

We must receive written notice at our home office within one year of death that a certificate holder died during a period of continuance provided by this rider. Proof must be furnished that he or she continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time frame, there shall be no liability for any payment under this rider.

What is the amount of insurance to be continued without payment of premium under this rider?

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

If the group policy provides for reductions in amounts of insurance based on age, such reductions shall apply to the insurance of the disabled certificate holder.

How long will insurance be continued without payment of premium?

If a certificate holder becomes totally disabled, insurance will be continued, without payment of premium, until the earliest of:

- (1) the date the certificate holder recovers so that he or she is no longer totally disabled; or
- (2) the date the certificate holder is no longer receiving LTD benefits; or
- (3) the date the certificate holder fails to furnish proof of continued disability when requested or refuses to submit to a required medical examination.

What happens to a certificate holder's insurance when the waiver of premium benefit ends?

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

- (1) If the certificate holder is then eligible for coverage under the group policy, his or her insurance may be continued under the group policy provided that premiums are paid. The first such premium payment must be made within 31 days of the date the waiver of premium benefit ends.
- (2) If the certificate holder is no longer eligible for coverage under the group policy, he or she may convert coverage to an individual policy, as provided for under the conversion right section of the group policy.

Insurance will end for a certificate holder unless, within 31 days of the date benefits under this rider end, premium payment is resumed or the insured applies to convert his or her coverage.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to terminate this rider; or
- (2) the date the group policy is terminated.

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



Secretary



President

MINNESOTA LIFE

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

GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING