

Employee Group Term Life Certificate of Insurance

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



Effective: January 1, 2016

POLICYHOLDER: inVentive Health, Inc.

POLICY NUMBER: 70080

Read Your Certificate Carefully

If you meet the eligibility and enrollment requirements herein, you are insured under the group policy shown on the specifications page. This certificate summarizes the principal provisions of the

group policy that affect you. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the policyholder during regular working hours.

Secretary

President

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GROUP TERM LIFE CERTIFICATE OF INSURANCE

Certificate Specifications Page

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GENERAL INFORMATION

POLICYHOLDER: inVentiv Health Inc.

POLICY NUMBER: 70080

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

POLICY SITUS: The policy was issued and delivered in **Massachusetts**.

POLICY EFFECTIVE DATE: January 1, 2016.

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

GROUP: The group is composed of all active employees of the policyholder and its associated companies working in the United States and designated expatriates on United States payroll in the following classes:

- Class 1 All active full-time employees, excluding Clinical Consultants
- Class 2 All active full-time employees classified as Clinical Consultants
- Class 3 Employees on file with the policyholder as reported to Securian Life

NO DOUBLE COVERAGE: A person cannot be covered under more than one class. A person cannot be covered as both an active employee and a retiree. Any person who is eligible as an employee or retiree under the policy, or insured under the portability provisions, is not eligible as a dependent. Only one person can insure an eligible dependent child.

ENROLLMENT PERIOD: Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance

WAITING PERIOD: None

MINIMUM HOURS PER WEEK REQUIRED: 30 hours per week

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
Class 1	One and one half times annual earnings, rounded to the next higher \$1,000 if not already a multiple thereof, subject to a minimum of \$1,000 and a maximum of \$500,000.*

* Employees with annual salaries in excess of \$50,000 may elect a basic term life insurance benefit amount of \$50,000 in lieu of one and one half times annual earnings. An employee who elects this option and later wishes to change to one and one half times annual earnings may do so at annual enrollment without evidence of insurability.

Class 2	\$25,000
Class 3	Amounts on file with the policyholder as reported to Securian Life.

Supplemental Life Insurance

An amount elected by the employee from the following options:

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
Class 1	An amount elected by the employee, in increments of \$10,000, to a maximum of \$500,000 and in increments of \$50,000 from \$500,000 to maximum of \$1,000,000. Minimum \$10,000, Maximum \$1,000,000.
Class 2	None
Class 3	Amounts on file with the policyholder as reported to Securian Life.

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

Basic Insurance

<u>Eligible Class</u>	<u>Amount of Basic AD&D Insurance</u>
Classes 1, 2 and 3	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

The amount of 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 Insurance</u>
65 - 69	65%
70 and over	50%

Age reductions will apply the date of an insured employee's 65th, and 70th birthdays.

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

The 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 supplemental insurance:
\$200,000.

NOTE: For an employee who was covered for supplemental life under the employer's plan immediately prior to the policy effective date shown above, the guaranteed issue for supplemental life is the amount of supplemental life in force under that prior plan immediately prior to the policy effective date.

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 date of 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 must be insured for supplemental life insurance in order to be insured for spouse life insurance.

Spouse/Domestic Partner Life Insurance

<u>Eligible Class</u>	<u>Amount of Spouse/Domestic Partner Life Insurance</u>
Class 1	An amount elected by the employee, in an increment of \$5,000, subject to a maximum of \$250,000
Classes 2 and 3	None

Child Life Insurance

<u>Eligible Class</u>	<u>Amount of Child Life Insurance</u>
Class 1	An amount elected by the employee, in an increment of \$2,000, subject to a maximum of \$10,000
Classes 2 and 3	None

An employee's first eligible newborn child is automatically covered for \$2,000 for 31 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 31 days; otherwise the coverage shall terminate at the end of the 31-day period.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

SPOUSE/DOMESTIC PARTNER AGE REDUCTIONS: None

CONTRIBUTORY/NONCONTRIBUTORY: Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT: The 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 spouse/domestic partner insurance: \$25,000
For child insurance: \$10,000

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

EFFECT OF EMPLOYEE'S RETIREMENT: All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

WAIVER OF PREMIUM APPLICATION: Applies to contributory and noncontributory employee insurance.

ELECTION CHANGES: Changes to your elections can only be made at annual open enrollment or within 31 days of a Qualified Status Change, as that term is defined by your employer. Coverage that does not require evidence of insurability will be effective on the date of the election for a Qualified Status Change, and on the following January 1 for an election change at annual enrollment. Coverage that requires evidence of insurability will be effective on the date it is approved by us for a Qualified Status Change or the later of the date it is approved by us or the following January 1 for a request made at annual enrollment.

EVIDENCE OF INSURABILITY: Evidence of insurability satisfactory to us will be required:

- In order for a newly eligible employee to become insured for an amount of insurance greater than the guaranteed issue amount. If such evidence of insurability is not provided or is not satisfactory to us, the employee will be insured for the guaranteed issue amount.
- In order for a newly eligible spouse/domestic partner to become insured for an amount of insurance greater than the guaranteed issue amount. If such evidence of insurability is not provided or is not satisfactory to us, the spouse/domestic partner will be insured for the guaranteed issue amount.
- At Qualified Status Change or annual open enrollment, a request that exceeds the amounts indicated below as not requiring evidence of insurability.
- At Qualified Status Change if the change is not in the list below in the "Certain Qualified Status Changes" section.

ONE TIME OPEN ENROLLMENT: The employer will hold a one-time open enrollment prior to the policy effective date. During this enrollment, the following elections will not require evidence of insurability:

- Employee supplemental life elections that do not exceed \$200,000
- Spouse/domestic partner life elections that do not exceed \$25,000
- Any child life election

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

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

- An employee may elect or increase his or her supplemental life coverage, provided the resulting amount of insurance does not exceed \$200,000
- An employee may elect or increase his or her spouse/domestic partner life insurance, provided the resulting amount of insurance does not exceed \$25,000
- 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.

CERTAIN 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 elect or increase his or her supplemental life coverage, including enrolling for the first time, provided the resulting amount of insurance does not exceed \$200,000
- An employee may elect or increase his or her spouse/domestic partner life insurance, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed \$25,000
- 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, domestic partner or child)
- Divorce, legal separation or annulment
- Dissolution of a domestic partnership
- Marriage or creation of domestic partnership

CERTIFICATE SUPPLEMENTS (found later in this document):

Accelerated Benefits	Applies to all classes.
Accidental Death and Dismemberment	Applies to all classes.
Dependents Term Life	Applies to class 1 only.
Portability	Applies to all classes.
Repatriation	Applies to all classes.
Waiver of Premium	Applies to all classes.

Definitions

application

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

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 the group policy.

contributory insurance

Insurance for which you are required to make premium contributions.

earnings

Your basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation.

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 or 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 certificate, including any person insured by supplement to this certificate.

non-work day

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

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

noncontributory insurance

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

policyholder

The owner of the group policy as shown on the specifications page.

waiting period

The period, if any, of continuous employment with the employer required prior to becoming eligible for coverage under this certificate. The waiting period is shown on the specifications page. You are not eligible until the first day following the waiting period.

we, our, us

Securian Life Insurance Company.

you, your

An insured employee.

General Information

What is your agreement with us?

If you meet the eligibility and enrollment requirements, you are insured under the group policy shown on the specifications page. Your application as defined under this certificate is a part of this certificate. This certificate summarizes the principal provisions of the group policy that affect your life insurance coverage. The provisions summarized in this certificate are subject in every respect to the group policy.

Any statements made in your application as defined in this certificate will, in the absence of fraud, be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless the statement is contained in the application.

Can this certificate be amended?

Yes. We retain the right to amend this certificate at any time without your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

Who is eligible for insurance?

You are eligible if you:

- (1) are a member of the eligible group and of an eligible class as shown on the specifications page; and
- (2) work for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page; and
- (3) have satisfied the waiting period as shown on the specifications page; and

- (4) meet the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

Are employees of associated companies eligible for insurance under the group policy?

Yes. Employees of associated companies may be eligible for insurance under the group policy. The policyholder represents any associated company in all transactions pertaining to the group policy. The policyholder's acts or omissions and every notice given by us to the policyholder 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.

Are retired employees eligible for insurance?

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

What is the actively at work requirement?

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

If you are not working due to illness or injury you do not meet the actively at work requirement. If you are receiving sick pay, short-term disability benefits or long-term disability benefits, you do not meet the actively at work requirement.

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

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

Any insurance or increase in insurance which is elected or put in force while you are not actively at work will not be eligible for claim payment. You will receive a refund of premium for any contributory insurance for which you were not eligible.

When will we require evidence of insurability?

The specifications page describes when evidence of insurability is required.

When does insurance become effective?

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

- (1) you meet all eligibility requirements; and
- (2) for contributory insurance, you apply for the insurance in accordance with the application methods agreed upon by the policyholder and us; and
- (3) we are satisfied with your evidence of insurability, if we require evidence.

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

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

- (1) if you are on non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 90 days from the last day you were actively at work.
- (2) if you are on a medical leave of absence, insurance cannot be continued beyond the later of 12 months from the last day you were actively at work or attained age 65.

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 your premium contributions due?

Unless the policyholder and we have agreed to some other premium payment procedure, any premium contributions you are required to make for contributory insurance are to be paid by you to the policyholder on a regular, periodic basis. We apply premiums consecutively to keep the insurance in force.

How is the premium determined?

The premium will be the applicable premium rate multiplied by the number of \$1,000 units of insurance in force on the date premiums are due. The premium may also be computed by any other method on which the policyholder and we agree.

Premium rates are subject to change according to the provisions of the group policy.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit is equal to the amount of insurance for which you are insured, based on the plan of insurance applicable to your class as described on the specifications page, and your elections.

Can you request a change in the amount of your contributory insurance?

Yes. The specifications page describes when changes can be requested, when evidence of insurability will be required for such changes, and when the changes will become effective.

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 as to both substance and form that you died while insured under this certificate. All payments by us are payable from our home office. The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary.

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. You name a beneficiary to receive the death benefit to be paid at your death. You may name one or more beneficiaries. You can change the beneficiary designation at any time, provided all of the following are true:

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

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

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

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

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

- (1) your lawful spouse if living; otherwise
- (2) your natural or legally adopted child (children) in equal shares, if living; otherwise
- (3) your parents in equal shares, if living; otherwise
- (4) your natural or legally adopted siblings in equal shares, if living; otherwise
- (5) your estate.

Termination

When does your coverage terminate?

Your coverage ends on the earliest of the following:

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

Can your insurance be reinstated after termination?

Yes. When your coverage terminates because you are no longer eligible, and you become eligible again within three months after the date your coverage under this certificate terminated, your prior coverage may be reinstated, without evidence of insurability. If you die prior to our receipt of your reinstatement application and the required premium, no benefit will be paid.

When does the group policy terminate?

The policyholder may terminate the group policy by giving us 31 days prior written notice. We reserve the right to terminate the group policy on the earlier of the following to occur:

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) 31 days after we provide the policyholder with notice of our intent to terminate the group policy.

Conversion Right

What is the conversion right?

You may be able to convert this insurance to a new individual life insurance policy if all or part of your life insurance under the group policy terminates due to the reasons listed below.

What is the full conversion right?

You may convert up to the full amount of terminated insurance if termination occurs because of termination of

employment or of membership in the class or classes eligible for coverage.

What is the limited conversion right?

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

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

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

- (1) \$10,000; and
- (2) the amount of life insurance which terminated minus any amount of group life insurance for which you become eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date your insurance terminated under the group policy.

When is conversion not available?

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

To what type of policy may you convert?

Under both the full conversion right and the limited conversion right, you may convert your insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability benefits or accidental death and dismemberment benefits.

How do you convert your insurance?

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

You will be given written notice of this conversion right within 15 days after the date your group insurance terminates. If this notice is given more than 15 days but less than 90 days after this date, the time allowed for the exercise of the conversion right shall be extended for a period of 15 days following the date of the written notice. If this notice is not given within 90 days after this date, the time allowed for exercise of the conversion privilege will expire at the end of 90 days. Notice of the conversion right will be presented to you or sent to your last known address. Receipt of this certificate will constitute such notice. Nothing contained herein will be construed to continue any insurance beyond the period provided in this certificate.

How is the premium for the individual policy determined?

The premium for the individual policy is based upon the individual policy type, risk class, coverage amount and your age on the date of conversion.

When is the individual policy effective?

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

What happens if you die within 31 days of when your group insurance terminates?

If you die within 31 days of when your group insurance terminates, and meet the conversion eligibility requirements, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance you would have been eligible to convert under the terms of the conversion right section. If you have completed a conversion application, we will pay the beneficiary designated on the conversion application. If you have not completed a conversion application, we will pay the beneficiary under your group insurance coverage.

We will return any premium you paid for an individual policy converted from this group insurance to your beneficiary as described above. In no event will we be liable under both the group policy and the individual policy.

Additional Information

What if your age has been misstated?

If your age has been misstated, the death benefit payable will be that amount to which you are entitled based on your correct age. A premium adjustment from any benefit payable will be made so that the actual premium required at your correct age is paid. If your correct age is such that no benefit is payable, you will receive a refund of premium for the period your eligibility would have ended.

Is there any cash value to this coverage?

No. This is term life insurance and it does not build cash value.

What is the suicide limitation?

If you, whether sane or insane, commit suicide within two years from the effective date of any contributory life insurance, our liability with respect to that coverage will be limited to an amount equal to the premiums paid for the coverage.

If there has been an increase in your amount of contributory life insurance for which you were required to apply or for which we required evidence of insurability, and if you die 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.

Can your insurance coverage be contested?

Yes. If you die, or sustain a loss under one of your certificate supplements, within two years of your original effective date of coverage or increase in coverage, we will verify the accuracy of the information provided by you during the application process. If we discover a material misrepresentation, your coverage will be rescinded and an otherwise valid claim will be denied. This two year period can be extended for fraud or as otherwise allowed by law.

Any statements you make in your application as defined under this certificate will, in the absence of fraud, be considered representations and not warranties. Also, any statement you make will not be used to void your insurance, nor defend against a claim, unless the statement is contained in the application.

Who is the owner of this coverage?

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

Can your insurance be assigned?

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

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

Can a change in ownership for a certificate be requested?

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

Is the policyholder required to maintain records?

Yes. The policyholder is required to maintain adequate records of any information necessary for us to administer the group policy, and shall provide access to such records when required for us to administer the policy.

If an administrative or clerical error is made in keeping records on or administering the insurance under the group policy, it will not affect otherwise valid insurance. A clerical or administrative error, however, does not continue insurance which is otherwise stopped, make insurance effective when it should not have been or change the amount of insurance provided by the provisions of the policy and no claim shall be paid on amounts put into effect as a result of a past clerical or administrative error. If an error causes a change in premium payment, a fair adjustment will be made.

Will the provisions of this certificate conform with state law?

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

What is the policy interpretation right and authority?

The following applies only when the administration of the policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

Securian Life has the exclusive right and authority, in its sole discretion, to interpret the group policy and decide all matters arising thereunder. Securian Life's exercise of that authority shall be conclusive and binding on all persons unless it can be shown that the determination was arbitrary and capricious.

Accelerated Benefits Certificate Supplement

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



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

General Information

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

What does this supplement provide?

This supplement provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under your certificate. If an insured has a terminal condition as defined in this supplement, you may request an accelerated payment of the applicable death benefit. An accelerated payment will not include any accidental death or dismemberment benefit payable under an Accidental Death and Dismemberment Certificate Supplement. You must give notice of claim while living and while your life insurance coverage is in force to be eligible for consideration of an accelerated benefit.

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of 12 months or less. We must be given medical evidence in substance and in form that satisfies us that the insured has a terminal condition. That evidence must include certification by a physician. For purposes of this supplement, a physician is an individual who is licensed to practice medicine or treat illness in the state in which treatment is received. The physician cannot be you or your spouse, 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?

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

When can an accelerated benefit be requested?

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

- (1) the insurance is in force and all premiums due are fully paid; and
- (2) you have not assigned and are the sole owner of the certificate; and

- (3) the certificate does not have an irrevocable beneficiary.

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

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

Is a partial accelerated benefit available?

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

You 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 evidence satisfactory to us in substance and in form 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 in substance and in form that the insured meets the requirements herein.

The accelerated benefit will be paid in a single sum or by any other method agreeable to you and us.

To whom will we pay accelerated benefits?

We will pay the accelerated benefit to you unless you validly assign it otherwise. If you die before we issue payment of an accelerated benefit to you, we will pay the life insurance benefits to your life insurance beneficiary(s).

What is the effect on the insured's coverage of the receipt of an accelerated benefit?

If you elect to accelerate the full amount of an insured's death benefit, the insured's coverage and all other benefits under the certificate and any certificate supplements for that insured will end. If it is your death benefit being accelerated, any dependent life insurance will terminate, though it may be converted to a policy of individual life insurance according to the conversion right section of the certificate.

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

will be the full amount of insurance minus the amount of insurance that was accelerated.

Termination

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

An insured's accelerated benefits coverage terminates on the earliest of:

- (1) the date the insured is no longer insured for life insurance under the certificate; or
- (2) the date the accelerated benefits coverage is terminated for the policyholder's plan; or
- (3) the date the group policy is terminated.

Additional Information

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this supplement is not intended to cause an involuntary reduction of the death benefit ultimately payable to the beneficiary. Therefore, an accelerated benefit is not available if you:

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

Do we have the right to obtain independent medical verification?

Yes. Although you are responsible for submitting proof satisfactory to us that you meet the requirements for the accelerated benefit, we do 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 Certificate Supplement

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



General Information

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

What does this supplement provide?

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

Who is eligible for insurance under this supplement?

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

When does insurance under this supplement become effective?

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

- (1) the insured meets all eligibility requirements; and
- (2) for contributory coverage, application is made in accordance with the application methods agreed upon by the policyholder and us.

Accidental Death and Dismemberment (AD&D) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death and dismemberment coverage is limited coverage. This means this coverage will provide benefits only when your loss, death or dismemberment results, directly and independently from all other causes, from an accidental bodily injury which was unintended, unexpected and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of your death or dismemberment. The injury and accidental loss, death or dismemberment must occur while your coverage is in force. Your loss, death or dismemberment must occur within 365 days after the date of the accidental injury. In no event will we pay the accidental death or dismemberment benefit where your accident, injury, loss, death or dismemberment is caused directly or indirectly by, results in whole or in part from or during, or there is contribution from, any of the following:

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

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. 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	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	75%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
One Hand or One Foot	50%

Hemiplegia	50%
All four fingers of One Hand.....	25%
Thumb and Index Finger of One Hand	25%
Uniplegia	25%
Loss of all the toes on One Foot	20%

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 toes means the complete severance at or above the metatarsophalangeal joints.

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. Uniplegia means total and permanent paralysis of one limb (from the shoulder down including total paralysis of the hand if claiming an upper limb and from the waist down including total paralysis of the foot if claiming a lower limb).

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand or the loss of four fingers of one hand for injury to the same hand or the loss of one foot and the loss of all toes of one foot as a result of any one accident, (the largest benefit of these overlapping losses only will be paid). Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, toe, 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 supplement for any one accident, not including any amount paid according to the terms of the Additional Benefits section of this supplement, will never exceed the full amount of an insured's AD&D insurance.

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 as to both substance and form that you died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office. The benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary.

To whom do we pay the benefit?

In the case of your accidental death, we will pay the accidental death benefit to the person or persons entitled

to receive your death benefit under the terms of the group policy. The benefit for other losses sustained by you will be paid to you, if living, otherwise to your 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 supplement, 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.

Air Bag Benefit

What is the air bag benefit?

If an insured dies or suffers a covered dismemberment 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 \$5,000 or 5% of the your 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 (or child restraint if the insured is a child), 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, or acrobatic or stunt driving.

*If such certification is unclear whether the insured was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed airbag we will pay a default benefit of \$1,000.

Child Care Benefit

What is the child care benefit?

If you die as a result of a covered accident and you are survived by one or more dependent children under age 13, we will pay additional benefits to reimburse for child care expenses incurred for your dependent children while under age 13.

The benefit for each child per year will be the lesser of:

- (1) 3% of your amount of AD&D insurance; or
- (2) \$3,000; or
- (3) actual incurred child care expenses.

Child care expenses are those expenses which are for a service or supply furnished by a licensed child care provider or facility for a dependent child's care. No payment will be made for expenses incurred more than six years after the date of your death or for expenses incurred for dependent children over age 13. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to the surviving parent, to the child's guardian, the custodian under the Uniform Transfers to Minors Act or to an adult caretaker when permitted under state law.

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 schedule 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 supplement, the amount of such payment will be reduced by the amount of AD&D insurance paid under this coma provision; or
- (3) 12 monthly benefits have been paid. The 12th month will be a lump sum equal to 100% of the amount of AD&D insurance minus the amount already paid under this coma provision.

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.

Dependent Child Education Benefit

What is the dependent child education benefit?

We will pay an education benefit on behalf of your dependent children if you die as a result of a covered accident and are survived by one or more dependent children, provided that:

- (1) at the time of your death, the dependent child is enrolled as a full-time student at an accredited post-secondary educational institution (however, no benefit will be payable for the current school year); or
- (2) the dependent child enrolls on a full-time basis in an accredited post-secondary educational institution within one year of your death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) 3% of your amount of insurance; or
- (3) \$3,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 25. The benefit will be paid to the insured dependent child if he or she is of legal age. If the insured dependent child is not of legal age the benefit will be paid to the person who provides proof they have paid or will pay the tuition bill for that school year. Proof of enrollment and tuition costs are required for each school year.

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 supplement.

Exposure Benefit

What is the exposure benefit?

If an insured suffers a loss under the Type of Loss schedule due to exposure to the elements, it 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.

Medical Evacuation Benefit

What is the medical evacuation benefit?

If an insured requires air transport to a medical facility as a result of a covered accident at least 200 miles from your principal residence, we will pay an additional benefit equal to the lesser of:

- (1) incurred costs for such air transport; or
- (2) \$50,000.

Seatbelt Benefit

What is the seatbelt benefit?

If an insured dies or suffers a covered dismemberment 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:

- (1) \$10,000; or
- (2) 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.

Seatbelt means a properly installed seatbelt (or child restraint if the insured is a child), 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, or acrobatic or stunt driving.

*If such certification is unclear whether the insured was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed airbag we will pay a default benefit of \$1,000.

Termination

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

An insured's coverage ends on the earliest of:

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

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date requested by the policyholder to cancel the Accidental Death and Dismemberment coverage for its plan; or
- (2) the date the group policy is terminated.

Additional Information

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

No. Coverage under this supplement will not be included in any insurance issued under the conversion right section of the certificate.



Secretary



President

Dependents Term Life Insurance Certificate Supplement

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



General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein.

What does this supplement provide?

This supplement provides insurance on the lives of your eligible dependents.

What members of your family are eligible for insurance under this supplement?

The following members of your family are eligible for insurance under this supplement:

- (1) your lawful spouse who is not legally separated from you and is under age 70; or
- (2) your domestic partner of the same or opposite sex who meets the requirements of the policyholder's affidavit of domestic partnership and have properly executed and filed such affidavit with the policyholder*; and
- (3) your or your spouse/domestic partner's natural, legally adopted or stepchildren who are less than 26 years old. An adopted child includes a child legally placed for adoption with you. Eligibility begins at live birth (stillborn or unborn children are not eligible). Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on you for more than one-half of their support and maintenance.

*Domestic Partner means a person of the same or opposite sex who meets all of the following criteria:

- a. shares the employee's permanent residence; and
- b. has resided with the employee for at least one year and is expected to continue to reside with the employee indefinitely; and
- c. is financially interdependent with the employee in each of the following ways:
 - i. by holding one or more credit or bank accounts, including a checking account, as joint owners.
 - ii. by owning or leasing their permanent residence as joint tenants.
 - iii. by naming or being named by the employee as a beneficiary of life insurance or under a will.
 - iv. by each agreeing with writing to assume financial responsibility for the welfare of the other.
- d. has signed a domestic partner declaration with the employee, if the employee resides in a jurisdiction that provides for domestic partner declarations.

- e. has not signed a domestic partner declaration with any other person within the last 12 months.
- f. is not less than 18 years of age nor more than 70 years of age.
- g. is not currently legally married to any other person.
- h. Is not a blood relative any closer than would prohibit legal marriage.

A person who is eligible as an employee or retiree under the policy, or insured under the portability provisions, is not eligible as a dependent. Only one person can insure an eligible dependent child.

Any dependent who, subsequent to the effective date of your dependents term life insurance, meets the eligibility requirements of this supplement will become insured on the date he or she so qualifies, provided no additional premium is required and the dependent is not hospitalized or confined because of illness or disease (except in the case of a newborn). If additional premium is required, the insurance for that dependent will be effective under the same conditions which would apply if you were newly becoming eligible for dependents term life insurance under this supplement. If the 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 (except in the case of a newborn).

When will we require evidence of insurability?

The specification page describes when evidence of insurability will be required.

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) for contributory coverage, you apply for dependents coverage in accordance with the application methods agreed upon by the policyholder and us; and
- (3) we are satisfied with the dependent's evidence of insurability, if we require evidence.

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 your insurance is effective.

Death Benefit

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

The amount of life insurance on each insured dependent is shown on the specifications page.

To whom will we pay the death benefit?

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

Termination

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

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

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

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date requested by the policyholder to cancel the Dependents Term Life coverage for its plan; or
- (2) the date the group policy is terminated.

Additional Information

What is the conversion right under this supplement?

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

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

What is the suicide limitation?

If an insured dependent, whether sane or insane, commits suicide within two years from the effective date of any contributory life insurance, our liability with respect to that coverage will be limited to an amount equal to the premiums paid for the coverage.

If there has been an increase in an insured dependent's amount of contributory life insurance for which you were required to apply or for which we required evidence of

insurability, and if the dependent 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.

The suicide exclusion does not apply to an insured child.

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

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

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

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


Secretary


President

Portability Certificate Supplement

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



General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation and provision of the certificate unless otherwise expressly provided for herein.

What does this supplement provide?

This supplement provides for continuation of insurance if an insured no longer meets the eligibility requirements of the certificate, except as provided for herein.

To continue insurance, the insured must make a written request and make the first premium payment within 31 days after insurance provided by the group policy would otherwise terminate. Evidence of insurability will not be required. Coverage provided by this supplement will be effective the date we receive the completed application. 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 supplement?

An insured employee is eligible to continue group life insurance under the terms of this supplement if he or she no longer meets the eligibility requirements of the certificate 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.

An insured spouse is eligible to continue insurance under this supplement if he or she no longer meets the eligibility requirements of the certificate due to legal separation, divorce or the employee's death.

An insured child age 19 or older is eligible to continue insurance under this supplement if he or she no longer meets the eligibility requirements of the certificate due to attaining an age limit or otherwise ceases to be an eligible dependent.

An insured will not be eligible to request coverage under this supplement 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 certificate's conversion right section; or
- (3) is an employee and was not actively at work due to sickness or injury on the date immediately preceding his or her portability date; or
- (4) is a spouse and is totally disabled. A spouse will be considered totally disabled only if he or she is unable to engage in any full time or part time occupation for which he or she is reasonably suited by education, training, or experience; or
- (5) loses eligibility due to termination of the group policy.

Can insurance that is lost due to moving from one eligible class to another be ported?

No, with one exception: if an employee moves from an active class to a retiree class, he or she can port the amount of insurance lost due to the change in class, subject to all the provisions of this supplement.

What insurance can be continued under this supplement?

Contributory and non-contributory insurance may be continued under this supplement. If an employee elects to continue his or her own coverage according to the provisions of this supplement, he or she may also elect to continue insurance for any dependent insured under his or her certificate.

If a former spouse continues his or her own coverage according to the provisions of this supplement, he or she may also elect to continue contributory insurance on any insured children, provided the employee is not otherwise insuring the children.

An insured may also continue coverage under all certificate supplements which apply to his or her contributory insurance and by which he or she was insured immediately preceding his or her portability date, except the Waiver of Premium Certificate Supplement and Accidental Death and Dismemberment Certificate Supplement, which shall terminate upon porting.

Death benefits will be paid in accordance with the provisions of the certificate and applicable supplements with the following exception: Death benefits for a former spouse or child porting his or her own coverage (not being continued as a rider to the employee's coverage) shall be payable according to the Death Benefit section of the certificate and not the Death Benefit section of the Dependents Term Life Insurance Certificate Supplement. Therefore a former spouse or child may choose to name a beneficiary or beneficiaries to receive his or her death benefit proceeds, subject to all provisions of the Death Benefit section of the certificate, including the provisions

related to payment when there are no eligible named beneficiaries.

Is there a minimum amount of insurance that can be continued under this supplement?

Yes. The minimum amount of insurance that can be continued on an employee's life under this supplement is \$10,000. The minimum for dependents life is \$1,000.

Is there a maximum amount of insurance that can be continued under this supplement?

Yes. The maximum amount of insurance that can be continued under this supplement is the amount of insurance that was in force on the insured's portability date, but not more than \$500,000 for an employee or \$150,000 for a spouse. However, for an insured age 65 or older on his or her portability date, the amount will not be more than \$325,000 for an employee or \$97,500 for a spouse.

Will the amount of insurance continued under this supplement 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 supplement will reduce to 65% of the amount of insurance in force on the day prior to attainment of age 65. Insurance terminates at age 70.

Can an insured request a change in the amount of insurance continued under this supplement?

Yes. An insured may elect to reduce the amount of insurance on his or her life, subject to the minimum amount. The amount of insurance continued under this supplement will never increase.

How will premium contributions be paid?

Premium contributions will be paid directly to us on a monthly, quarterly, semi-annual, or annual basis and will be subject to an administrative charge per billing period. We may adjust the amount of the charge, but not more often than once per year.

Can the premium rate change?

Yes. The premium rate may increase on the portability date. The premium rate may also increase in the future.

Can insurance continued under this supplement be converted to a policy of individual insurance?

Yes. At any time after insurance has been continued under the provisions of this supplement, but not beyond 31 days after coverage terminates under the provisions of this supplement, it may be converted to a policy of individual insurance with us. All other conditions and provisions of the conversion right section of the certificate to which this supplement is attached will apply. Coverage cannot be continued under both this supplement and the conversion privilege.

What happens if an insured again becomes eligible under the certificate?

If an insured is continuing coverage under the terms of this supplement, and again meets the eligibility requirements of the certificate, the insured shall no longer be considered to have portability status, ported coverage will terminate and only one death benefit will be paid under the coverage. Insurance may be continued only under the terms of the certificate, not including this supplement unless and until the insured no longer meets the eligibility requirements of the certificate and again return to portability status as provided for herein.

What happens to insurance provided under this supplement when the group policy terminates?

Anything in the group policy notwithstanding, termination of the group policy will not terminate life insurance then in force for any person under the terms of this supplement. The group policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.


Any insurance continued under the terms of this supplement will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this supplement terminate?".


No individual may elect coverage under this supplement on or after the date of termination of the group policy.

When will insurance continued under this supplement terminate?

Insurance being continued under this supplement will terminate on the earliest of the following:

- (1) the insured's 70th birthday; or
- (2) the date the insured again meets the eligibility requirements of the certificate, not including the terms of this supplement; or
- (3) in the case of a dependent child or a spouse who is insured by a supplement to the employee's certificate, the date the employee's coverage is no longer being continued under this supplement or the date the spouse or child ceases to be eligible as defined under the terms of the certificate, unless the spouse or child ports coverage on their own as provided for under the terms of this supplement; or
- (4) in the case of a dependent child who is insured by a rider to the former spouse's coverage, the date the child ceases to be an eligible dependent as defined under the terms of the certificate, unless the child ports coverage on his or her own as provided for under the terms of this supplement; or
- (5) 31 days after the due date of any premium contribution which is not made; or
- (6) the date an insured requests to terminate his or coverage being continued under this supplement.


Secretary


President

Repatriation Benefit Certificate Supplement

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



General Information

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

The specifications page indicates to what insurance this supplement applies. This supplement does not apply to a certificate holder with portability status.

What does this supplement provide?

This supplement provides for an additional benefit for the preparation and transportation of mortal remains if you die at least 200 miles from your principal residence and a death benefit is payable under the terms of the certificate to which this supplement is attached.

What is repatriation of mortal remains?

Repatriation of mortal remains means preparing and transporting mortal remains from a morgue or hospital to a morgue, funeral home, or mortuary.

What is the amount of the repatriation benefit?

The additional benefit is an amount equal to the lesser of:

- (1) \$25,000; or
- (2) the actual cost of such preparation and transportation.

When will the repatriation benefit be payable?

We will pay the repatriation benefit upon receipt at our home office of written proof satisfactory to us as to both substance and form that you died at least 200 miles from your principal residence and a death benefit is payable under the provisions of the certificate to which this supplement is attached.

To whom will we pay the repatriation benefit?

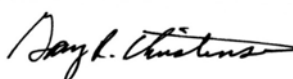
The benefit will be paid to the person who has or who will incur such cost, as evidenced to our satisfaction. This may or may not be the beneficiary for the death benefit payable under the certificate to which this supplement is attached. We may at our sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments made by us will be final and fully release and discharge us from any further liability under this repatriation benefit.

Termination

When does your coverage under this supplement terminate?

Your coverage under this supplement terminates upon the earlier of:

- (1) the date you are no longer insured for life insurance under the certificate to which this supplement is attached; or
- (2) the date requested by the policyholder to cancel this supplement for its plan.


Secretary


President

Waiver of Premium Certificate Supplement

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



General Information

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

The specifications page indicates to what insurance this supplement applies. This supplement does not apply to you if you have portability status.

What does this supplement provide?

This supplement provides for waiver of premium if you become totally disabled, as defined herein. Upon approval of proof of such disability, your insurance, including all supplements to your certificate which were in force on the date of the onset of your disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total disability.

What is total disability?

You are considered totally disabled if you are 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 your insurance is in force under the group policy.

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

If your coverage has been converted in accordance with the conversion right section of your certificate, benefits under this supplement will apply only if the converted policy is surrendered without claim, except for refund of premiums. You cannot have coverage under both policies and only one death benefit will be available.

What will be considered due proof of total disability?

You must furnish evidence satisfactory to us as to both substance and form that your disability:

- (1) commenced while your insurance under your certificate 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 you continue to be totally disabled. After you have provided at your expense the requested claim forms and records, we may also require that you submit to one or more medical examinations at our expense.

If you die within one year of the date of onset of your total disability, your beneficiary may claim benefits under this supplement even if your premium payments were discontinued and you had not submitted due proof satisfactory to us of your total disability. Your beneficiary must submit due proof satisfactory to us that your total disability, which began before premium payments on your behalf were discontinued, continued without interruption until your death.

When must we be notified of your disability or death?

We must receive written notice at our home office of your total disability within one year of the date of onset of such disability. 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 you died during a period of continuance provided by this supplement. Proof must be furnished that you continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time frame, there shall be no liability for any payment under this supplement. 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.

What is the amount of insurance to be continued without payment of premium under this supplement?

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

If the group policy provides for reductions in amounts of insurance based on age or retirement, such reductions shall apply to your insurance while disabled.

How long will insurance be continued without payment of premium?

If you become totally disabled, insurance will be continued, without payment of premium, until the earliest of:

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

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

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

- (1) If you are then eligible for coverage under your certificate, your insurance may be continued under your certificate 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 you are no longer eligible for coverage under your certificate, you may convert coverage to an individual policy, as provided for under the conversion right section of your certificate.

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

Termination

When does your coverage under this supplement terminate?

Your waiver of premium coverage terminates on the earliest of:

- (1) the date you are no longer insured for life insurance covered by this supplement; or
- (2) the date requested by the policyholder to cancel the Waiver of Premium coverage for its plan; or
- (3) the date the group policy is terminated.

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



Secretary



President

Your Rights Under ERISA

The following section contains information provided to you by the Plan Administrator of your Plan to meet the requirements of the Employee Retirement Income Security Act of 1974 (ERISA). It does not constitute a part of the insurance policy issued in connection with the Plan. All inquiries relating to the following material should be referred directly to your Plan Administrator. This information should be attached to your certificate of insurance. Together they comprise your Summary Plan Description (SPD).

Summary Plan Description

General Information

Name of Plan	inVentiv Health, Inc. Employee Health Care Program
Plan Sponsor	Name: inVentiv Health, Inc. Address: 500 Atrium Drive, Somerset, NJ 08873
Employer ID	Employer Identification Number (EIN): 52-2181734
Plan Number	Plan Number: 501
Type of Plan	Welfare Plan providing life insurance and associated benefits for employees.
Administration of Plan	The Plan is administered by the Plan Administrator through an insurance policy(ies) purchased from Securian Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101. Generally, the Plan Administrator oversees the operation and records of a plan.
Plan Administrator	inVentiv Health, Inc. ATTENTION: Vice President of Benefits 500 Atrium Drive Somerset, NJ 08873 (732) 537-4845 benefitsgroup@inventivhealth.com
Agent for Service of Legal Process	inVentiv Health, Inc. Employee Health Care Program ATTENTION: Vice President of Benefits 500 Atrium Drive Somerset, NJ 08873 (732) 537-4845 benefitsgroup@inventivhealth.com
Plan Year	January 1 – December 31
Plan Funding	The Plan has an insurance policy(ies) with Securian Life Insurance Company. The premiums for the policy(ies) are paid by employer and employee contributions.
Interpretation, Amendment and Termination	The plan sponsor reserves the right to interpret, change or terminate the Plan's operation in the future. In the event of termination, benefits would be discontinued as described in the certificate.

Claim Procedures

Under Department of Labor (DOL) regulations, claimants are entitled to full and fair review of any claims made under the Plan. The procedures described in this section are intended to comply with DOL regulations by providing reasonable procedures governing the filing of benefit claims, notification of benefit decisions, and appeal of adverse benefit decisions.

A. Presenting Claims for Benefits

Claim forms may be obtained from the Employer.

Contact your Plan Administrator if you have any questions or need claim forms. Read the instructions on those forms carefully, and be sure all the questions are answered and that you include any required attachments when the completed forms are returned. After your claim has been processed by Securian Life, you will be notified in writing if any benefits are denied in whole or in part, or if any additional information is required.

During all steps of the claims appeal procedure, you can write or call the appropriate Plan Administrator and ask to see all plan documents affecting your claim. In addition you may have an attorney or other representative write letters or otherwise act on your behalf, but the Plan Administrator reserves the right to require written authorization from you.

B. Claims Denial Procedure

If all or part of your claim for benefits is denied, Securian Life will notify you in writing within 90 days (45 days for any disability claims) of receiving your claim. If special circumstances require more time, the review period may be extended up to an additional 90 days (30 days for disability claims). You will be notified in writing of this extension within the original review period.

The notice of extension will include a description of the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the information needed to resolve those issues, and it shall specify a timeframe, no less than 45 days, in which the necessary information must be provided. Where the timeframe to process a claim is extended because the claim was incomplete, the extension time is calculated from the date the extension notice is sent to the claimant to the date the person responds to the request for additional information. If the person does not provide needed information to the Plan within 45 days of the date on the notice the Plan may close the claim and no further consideration will take place.

Any denial of a claim for benefits will be provided by Securian Life and consist of a written explanation which will include (i) the specific reasons for the denial, (ii) reference to the pertinent Plan provisions upon which the denial is based, (iii) a description of any additional information you might be required to provide and explanation of why it is needed, and (iv) an explanation of the Plan's claim review procedure.

Disability Claims Only – The following will also be included:

- A statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse decision.
- Explanation of the scientific or clinical judgment applying the terms of the Plan to the claimant's medical circumstances, if applicable.

C. Appealing the Denial of a Claim

You, your beneficiary (when an appropriate claimant), or a duly authorized representative may appeal any denial of a claim for benefits by filing a written request for a full and fair review to Securian Life. In connection with such a request, documents pertinent to the administration of the Plan may be reviewed, and comments and issues outlining the basis of the appeal may be submitted in writing. You may have representation throughout the review procedure. A request for a review must be filed by 60 days (180 days for any disability claims) after receipt of the written notice of denial of a claim. The full and fair review will be held and a decision rendered by Securian Life, no later than 60 days (45 days for disability claims) after receipt of the request for review.

If special circumstances require more time, the review period may be extended up to an additional 60 days (45 days for disability claims). You will be notified in writing of this extension within the original appeal period.

The notice of extension will include a description of the missing information and shall specify a timeframe, no less than 60 days (180 days for disability claims), in which the necessary information must be provided. Where the timeframe to process an appeal is extended because the claim was incomplete, the time for the benefit determination is put on hold from the date the extension notice is sent to the claimant until the date the person responds to the request for additional information. If the person does not provide needed information to the Plan within the 60 days (180 days for disability claims) of the date on the notice the Plan will close the appeal and no further consideration will take place.

A decision on appeal is adverse if it is a denial, reduction or termination of a benefit, or a failure to provide or make payment, in whole or part, for a benefit. It also includes any such denial, reduction, termination or failure to provide or make payment that is based on a determination that the claimant is no longer eligible to participate in a plan.

Written notification of the Plan's decision on a disability or non-disability appeal shall be provided to the claimant and will include the following:

- Explanation of the specific reasons for the denial
- A specific reference to pertinent Plan provisions on which the denial was based
- A statement regarding your right, upon request and free of charge, to reasonable access to review or copy pertinent documents
- A statement of the right to sue in federal court.

Disability Claims Only

- A statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse decision
- Explanation of the scientific or clinical judgment applying the terms of the Plan to the claimant's medical circumstances, if applicable.

D. Legal Action Following Appeals

After completing all mandatory appeal procedures, you have the right to further appeal adverse benefit determinations by bringing a civil action under the Employee Retirement Income Security Act (ERISA). Please refer to the Statement of ERISA Rights section for more details. No such action may be filed against the Plan after two years from the date the Plan gives you a final determination on your appeal. Also, no legal action may be brought if you do not file a claim for a benefit and seek timely review of a denial of that claim.

Statement of ERISA Rights

The Statement of ERISA rights is required by federal law and regulation.

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all Plan documents, including the insurance contract, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials for the Plan and do not receive them within 30 days, you may file a suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay the cost and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, EBSA, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA.

Securian Life Insurance Company • A Stock Company

400 Robert Street North • St Paul, Minnesota 55101-2098

GROUP TERM LIFE CERTIFICATE OF INSURANCE