Full-time regular or visiting faculty, administrators, staff employees, interns, research associates, and eligible retirees

Read Your Certificate Carefully

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

Right to Cancel

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

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

Secretary

President

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GROUP TERM LIFE CERTIFICATE OF INSURANCE
GENERAL INFORMATION

POLICYHOLDER: University of Notre Dame Du Lac          POLICY NO.: 32620-G
ASSOCIATED COMPANIES: Congregation of Holy Cross, Indiana Province

POLICY EFFECTIVE DATE: January 1, 2003

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 full-time regular or visiting faculty, administrators, staff employees, interns, research associates, and eligible retirees of the policyholder.

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

WAITING PERIOD:
For employees in an eligible class on January 1, 2003:
None
For all other employees:
The period, if any, commencing with the employee's date of employment and ending with the first day of the month next following or coinciding with the employee's date of employment.

MINIMUM HOURS PER WEEK REQUIRED:
30 hours per week for employees on a 12-month work schedule; 40 hours per week for full-time employees on a nine month work schedule.

CERTIFICATE HOLDER:
An employee meets the eligibility requirements and is insured under the group policy.

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

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Insurance

<table>
<thead>
<tr>
<th>Eligible Class</th>
<th>Amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>All active employees</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

Supplemental Insurance
An employee may elect an amount of supplemental insurance from the following options:

<table>
<thead>
<tr>
<th>Eligible Class</th>
<th>Amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>All active employees</td>
<td>One to 10 times annual earnings, rounded to the next higher $1,000 if not already a multiple thereof, subject to a maximum amount of supplemental insurance of $1,000,000.</td>
</tr>
</tbody>
</table>
GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

For employees who are age 65 or older on January 1, 2002:

The maximum amount of basic and supplemental life insurance available to an employee age 65 or older shall be reduced to the increment and amount specified below, rounded to the next higher $1,000 if not already a multiple thereof:

<table>
<thead>
<tr>
<th>Age of Employee</th>
<th>Maximum Amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>65 - 69</td>
<td>Seven times annual earnings, subject to a maximum of $725,000</td>
</tr>
<tr>
<td>70 - 74</td>
<td>Six times annual earnings, subject to a maximum of $625,000</td>
</tr>
</tbody>
</table>

For employees who attain age 65 after January 1, 2002:

The amount of supplemental life 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:

<table>
<thead>
<tr>
<th>Age of Employee</th>
<th>Amount of Insurance as a Percentage of Amount Prior to Attaining Age 65</th>
</tr>
</thead>
<tbody>
<tr>
<td>65 – 69</td>
<td>65%</td>
</tr>
<tr>
<td>70 – 74</td>
<td>50%</td>
</tr>
<tr>
<td>75 and over</td>
<td>25%</td>
</tr>
</tbody>
</table>

Age reductions will apply the January 1 next following an insured employee’s attainment of the age specified above.

RETIREMENT REDUCTIONS:

An employee is eligible for continued coverage as a retiree if he or she:

1. has attained the age of 55 or older; and
2. has worked for the policyholder for at least five years of continuous service at the time of retirement; and
3. was insured under the group policy immediately prior to retiring.

An employee who retires earlier than 1 or 2 above may also be eligible for continued coverage as a retiree if he or she:

1. retired earlier than 1 or 2 above due to disability; and
2. does not return to active work for the policyholder in any class of employees eligible for insurance under the group policy;
3. was insured under the group policy immediately prior to becoming disabled.

An employee’s amount of retiree insurance is as follows:

For employees who retire during or after 1981

Basic coverage for all employees terminates upon retirement. An eligible retiree may elect to continue supplemental coverage under either option 1 or option 2 below:

Option 1: $2,500
Option 2: $5,000
RETIREMENT REDUCTIONS (Continued): For employees who retired prior to 1981, the amount of retiree insurance shall be determined according to the employee’s annual wage immediately prior to retirement as follows:

<table>
<thead>
<tr>
<th>Annual Wage</th>
<th>Retiree Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $5,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>$5,000, but less than $10,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>$10,000, but less than $15,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>$15,000 or more</td>
<td>$4,000</td>
</tr>
</tbody>
</table>

A retired faculty employee who returns to active work for the policyholder shall not be eligible for the retiree benefit while eligible for coverage as an active employee under the group policy. However, when the employee ceases active work for the policyholder and is no longer eligible for coverage as an active employee, the employee’s full amount of retiree insurance in force immediately prior to the employee’s return to active status shall be reinstated.

CONTRIBUTORY/NONCONTRIBUTORY: Basic insurance is noncontributory insurance; supplemental and retiree insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT: Guaranteed issue is the 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:
For employees in an eligible class on January 1, 2003:
An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier’s group policy on December 31, 2002.

For all other employees:
Three times annual earnings.

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

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS: Increases or decreases in an employee’s amount of insurance due to a change in earnings shall become effective the January 1 next following the date of change. All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE

<table>
<thead>
<tr>
<th>Eligible Class</th>
<th>Amount of Life Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spouse</td>
<td>$12,500 or $25,000</td>
</tr>
<tr>
<td>Children</td>
<td>$5,000 or $10,000</td>
</tr>
</tbody>
</table>

An employee may choose to elect coverage for his or her spouse-only, child(ren)-only or both spouse and child(ren).
GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

AGE REQUIREMENTS: Children are eligible from live birth to attainment of age 19, or attainment of age 25 if a full-time student in an accredited educational institution.

CONTRIBUTORY/NONCONTRIBUTORY: Dependents insurance is contributory insurance.

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

For employees with eligible dependents on January 1, 2003:
   During the one-time open enrollment period (November 4, 2002 to December 31, 2002), all dependent child insurance is guaranteed issue.

For dependents who first become eligible on or after January 1, 2003 but before January 1, 2007:
   Spouse: $12,500
   Child(ren): $4,000

For dependents who first become eligible on or after January 1, 2007 but before January 1, 2009:
   Spouse: $12,500
   Child(ren): $5,000

For dependents who first become eligible on or after January 1, 2009:
   Spouse: $25,000
   Child(ren): $10,000

EFFECT OF EMPLOYEE’S RETIREMENT: All dependents insurance terminates upon the employee’s retirement.

EXTENDED DEATH BENEFIT FOR INSURED DEPENDENTS: Notwithstanding anything in the policy to the contrary, in the event of the employee’s death while covered under the group policy, dependents insurance will be extended for six months from the employee’s date of death, without further payment of premium.

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

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE: For employees in an eligible class on December 31, 2002:
   Does not apply to basic life or to any supplemental life insurance which was in force under the prior carrier’s group policy on December 31, 2002. However, the suicide exclusion will apply to any requested increase in an employee’s supplemental life insurance effective on or after January 1, 2003.

For all other employees:
   Applies only to employee supplemental life insurance effective on or after January 1, 2003, or any requested increase in insurance effective after such date.
ANNUAL ENROLLMENT:

For 2005 (2006 plan year) and later enrollments:

An active employee currently enrolled for supplemental insurance may request an increase in supplemental coverage equal to one multiple of earnings without providing satisfactory evidence of insurability, provided his or her annual earnings are $100,000 or less. This guaranteed issue offer is not available to employees who have previously waived supplemental coverage, or employees with annual earnings greater than $100,000. Satisfactory evidence of insurability will be required for all other increases.

Changes which do not require evidence of insurability will become effective on the January 1 immediately following the date of the requested change. Changes which require evidence of insurability will become effective the January 1 immediately following the request for an increase, or if later, the date evidence of insurability is found satisfactory by Minnesota Life.

An employee must be actively at work in order to be eligible to receive an increase in his or her amount of insurance.

LIFE OR FAMILY STATUS CHANGE:

Benefit elections made during the annual enrollment period are for the entire plan year (January 1 to December 31), unless an employee experiences a change in life or family status qualifying the employee to make changes in benefit selections at a time other than an annual enrollment period. Such changes must be requested within 31 days of a qualifying event.

Events qualifying as a life or family status change are:
1. change in marital status; or
2. death of your spouse or child; or
3. the birth, adoption or legal guardianship of a child; or
4. the commencement or termination of your spouse’s employment; or
5. a change in employment status from part-time to full-time (or vice versa) by your spouse; or
6. a significant change in your spouse’s insurance coverage due to a change in employment status.

Employee Insurance

An employee who has a life or family status change may enroll for coverage or elect to increase coverage as a result of a family status change. Coverage may also be decreased in part or in total as a result of a qualifying life or family status change. All such increases or decreases are subject to the plan maximum amounts as defined in the “Plan of Insurance”.

For an employee whose annual salary is less than $100,000, satisfactory evidence of insurability will not be required for an election of one times salary, or an increase of one additional times salary, except for a person who was previously declined coverage by Minnesota Life.

Evidence of insurability will be required for:
1. any increase in insurance for an employee whose annual salary is equal to or greater than $100,000; and
2. any increase of more than one times annual salary.

Such insurance or increase in amount of insurance will not become effective until and unless the evidence is approved by Minnesota Life.

An employee must be actively at work in order to be eligible to become insured or to receive an increase in his or her amount of insurance.
Dependent Insurance
An employee may elect the following coverage options without evidence of insurability if application is made within 31 days of a qualifying life or family status change event*:

Spouse coverage
An increase in one level, including no coverage to the lowest coverage option offered.

Child(ren) coverage:
An increase in one level, including no coverage to the lowest coverage option offered.

*Except for a person who has previously been declined coverage by Minnesota Life. This guaranteed increase offer is not available to individuals who have previously been declined coverage due to unsatisfactory evidence of insurability.

Increases which do not require evidence of insurability will become effective the date of application. Increases which require evidence of insurability will not become effective until and unless the evidence is approved by Minnesota Life.

RIDER(S) TO THE GROUP POLICY

Dependents Term Life
Accelerated Benefits
Definitions

age
Attained age as of most recent birthday.

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.

certificate effective date
The date your coverage under this certificate becomes effective.

contributory insurance
Insurance for which you are required to make premium contributions.

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

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

employer
The policyholder or any designated associated companies.

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

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

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

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

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

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

specifications page
The outline which summarizes your coverage under the policyholder’s plan of insurance.

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

we, our, us
Minnesota Life Insurance Company.

you, your, certificate holder
An employee who meets the eligibility requirements and becomes insured under the group policy.

General Information

What is your agreement with us?
You are insured under the group policy shown on the specifications page attached to this certificate. Your application as defined under this certificate is attached and 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 attached to your certificate.

This certificate is issued in consideration of your application and the payment of the required premium.
Can this certificate be amended?

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

Who is eligible for insurance?

You are eligible if you:

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

Are retired employees eligible for insurance?

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

What is the actively at work requirement?

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

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

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

When will we require evidence of insurability?

Evidence of insurability will be required if:

1. the specifications page attached to this certificate states that evidence of insurability is required; or
2. the insurance is contributory and you do not enroll within the enrollment period shown on the specifications page attached to this certificate; or
3. the insurance is noncontributory and you do not become insured, due to nonpayment of premium, within the three-month period beginning on the date you are first eligible for coverage. This will not apply if it is shown that it was due to a clerical error only, in which case premiums will be due retroactive to the date you were first eligible for coverage; or
4. the insurance for which you previously enrolled did not go into effect or was terminated because you failed to make a required premium contribution; or
5. during a previous period of eligibility, you failed to submit evidence of insurability or that which was submitted was not satisfactory to us; or
6. you are insured by an individual policy issued under the terms of the conversion right section.

When does insurance become effective?

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

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

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

Yes. The employer may continue your noncontributory insurance or allow you to continue your contributory insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff. Continuation of your insurance is subject to certain time limits and conditions as stated in the group policy. If you stop active work for any reason, you should discuss with the employer what arrangements may be made to continue your insurance.

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 monthly basis. We apply premiums consecutively to keep the insurance in force.

How is the premium determined?

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

We may change the premium rate:

(1) on any premium due date; or
(2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 10% or more.

Death Benefit

What is the amount of the death benefit?

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

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

Yes. If the policyholder’s plan of insurance, as reflected in the specifications page attached to the group policy, allows for a choice of amounts of insurance for your class, you can request an increase or a decrease in the amount of your contributory insurance within the limitations of the policyholder’s plan of insurance, including any limitations on when and how often such requests may be made. All requests must be made in writing.

If you request an increase in the amount of your contributory insurance, we will require evidence of insurability. If you request a decrease in the amount of your contributory insurance, we will grant the request.

When will changes in your coverage amount be effective?

Increases or decreases in the amount of your contributory insurance, if approved, are effective as indicated on the specifications page attached to the certificate.

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

When will the death benefit be payable?

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

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of your death until the date of payment. Interest will be at an annual rate determined by us, but never less than 4% per year compounded annually, or the minimum required by state law, whichever is greater.

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

To whom will we pay the death benefit?

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

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

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

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

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

Can you add or change beneficiaries?

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

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

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

Termination

When does your coverage terminate?

Your coverage ends on the earliest of the following:

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

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

**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 coverage may be reinstated.

Provided you are not then covered by an individual policy issued under the terms of the conversion right section, your coverage under the group policy shall be reinstated automatically, without evidence of insurability or satisfaction of any waiting period. Your amount of insurance will be that which applies to the classification to which you then belong, on the date you again become eligible. If the policyholder's plan of insurance provides for contributory insurance under the group policy, your amount of contributory insurance will be limited to that for which you were insured immediately prior to the loss of coverage.

**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 earliest of the following to occur:

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

**Conversion Right**

**What is the conversion right?**

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

1. the group policy is terminated; or
2. the group policy is changed to reduce or terminate your insurance.

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

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

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

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

**How do you convert your insurance?**

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

**How is the premium for the individual policy determined?**

We base the premium for the individual policy on the plan of insurance, your age, and the class of risk to which you belong on the date of the conversion.

**When is the individual policy effective?**

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

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

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

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

Additional Information

What if your age has been misstated?

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

Is there a suicide exclusion?

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

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid if you, whether sane or insane, die by suicide within one year of the effective date of your insurance.

If there has been an increase in your amount of 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.

When does your insurance become incontestable?

Except for fraud or the non-payment of premiums, after your insurance has been in force during your lifetime for two years from the effective date of your coverage, we cannot contest your coverage. However, if there has been an increase in the amount of insurance for which you were required to apply or for which we required evidence of insurability, then, to the extent of the increase, any loss which occurs within two years of the effective date of the increase will be contestable.

Any statements 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 attached to your certificate.

Can your insurance be assigned?

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

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

Is the policyholder required to maintain records?

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

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

Will the provisions of this certificate conform with state law?

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

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

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 in a marriage legal under Indiana law who is not legally separated from you, who is not eligible for insurance as an employee under the group policy and who meets any age requirements as shown on the specifications page attached to your certificate; and
2. your children, stepchildren, legally adopted children and children for which you have legal guardianship, who are unmarried, dependent on you for financial support, and who meet the age requirements as shown on the specifications page attached to your certificate.

If both parents of a child qualify as eligible employees under the group policy, the child shall be considered a dependent of only one parent for purposes of this supplement. If any child qualifies as an eligible employee under the group policy, he or she is not eligible to be insured as a dependent child.

Any dependent who, subsequent to the effective date of this supplement, meets the requirements of this provision will become insured on the date he or she so qualifies.

When will we require evidence of insurability?

Evidence of insurability will be required if:

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

When does insurance on a dependent become effective?

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

1. the dependent meets all eligibility requirements; and
2. if required, you apply for dependents coverage on forms which are approved by us; and
3. we are satisfied with the dependent’s evidence of insurability, if we require evidence; and
4. we receive the required premium.

If a dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement. This does not apply to newborn children. 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 attached to your certificate.

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.

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

When does this supplement terminate?

This supplement will terminate on the earlier of:

1. the date we receive a written request from the policyholder to cancel the Dependents Term Life Insurance Policy Rider; or
2. the date the group policy is terminated.

Additional Information

What is the conversion right under this supplement?

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

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

Do any Waiver of Premium, Extended Benefits, or Total and Permanent Disability supplements to your certificate apply to insured dependents?

Any Waiver of Premium, Extended Benefits, or Total and Permanent Disability supplement to your certificate will not apply to dependents covered under this supplement except as provided for herein.

If, due to your disability, your insurance is continued in force without further payment of premiums due to any Waiver of Premium, Extended Benefits, or Total and Permanent Disability supplement to your certificate, 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 any such supplement to your certificate.

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
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.

What evidence do we require of the insured’s terminal condition?

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

General Information

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

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured’s medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

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.

Payment of Accelerated Benefit

How do we calculate the accelerated benefit?

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

How do we calculate the accelerated benefit factor?

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

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

(1) expected future premiums; and
(2) the insured’s life expectancy.

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

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

(1) coverage must be in force and all premiums due must be fully paid; and
(2) application must be made in writing and in a form which is satisfactory to us. We will tell you what form is required; and
(3) you must be the sole owner of the certificate; and
(4) the insured’s insurance must not have an irrevocable beneficiary.

Definitions

accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this supplement.

dead benefit

The amount of the insured’s life insurance as shown on the specifications page attached to your certificate.

immediate family

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

insured

For purposes of this supplement, an insured employee, an insured spouse, or an insured dependent child.

physician

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

Terminal Condition

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.
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 or dependent child insured under your certificate.

Is the request for an accelerated benefit voluntary?

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

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

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

Yes. The minimum death benefit to be eligible for an accelerated benefit under this supplement is $10,000. The maximum death benefit to be eligible for an accelerated benefit is $1,025,000.

Do you have to take the entire accelerated benefit?

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

If you elect to receive only a partial accelerated benefit amount available under this supplement, the insured’s remaining death benefit under the certificate must be at least $25,000.

You may reapply for the payment of the remaining amount of insurance at any time. However, we may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit. We reserve the right to charge an additional processing charge.

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 such termination causes a certificate holder’s covered spouse or dependent children to lose coverage, each of them will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the certificate to which this supplement is attached.

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

How will we pay the accelerated benefit?

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

To whom will we pay accelerated benefits?

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

Termination

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

An insured’s coverage ends on the date the insured is no longer covered for life insurance under the group policy.

When does this supplement terminate?

This supplement will terminate on the earlier of:

1. the date we receive a written request from the policyholder to cancel the Accelerated Benefits Policy Rider; or
2. the date the group policy is terminated.

Secretary

President
Residents of Indiana who purchase health insurance, life insurance, and annuities should know that the insurance companies licensed in Indiana to write these types of insurance are members of the Indiana Life and Health Insurance Guaranty Association. The purpose of this Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in Indiana and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is limited, however, as noted on the following pages.

INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

DISCLAIMER

The Indiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage is generally conditioned on residence in this state. Other conditions may also preclude coverage.

The Indiana Life and Health Insurance Guaranty Association or the Indiana Insurance Commissioner will respond to any questions you may have which are not answered by this document. Your insurer and agent are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on availability of coverage under the Guaranty Association when selecting an insurer.

Policyholders with additional questions may contact:

Indiana Life and Health Insurance Guaranty Association
251 E. Ohio Street
Suite 1070
Indianapolis, IN 46204
(317) 636-8204
www.inlifega.org

Indiana Department of Insurance
311 W. Washington Street
Indianapolis, IN 46204
(317) 232-2385
www.in.gov/doi

The following pages contain a brief summary of this law's coverages, exclusions, and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association. If you have obtained this document from an agent in connection with the purchase of a policy, you should be aware that its delivery to you does not guaranty that your policy is covered by the Guaranty Association.
Generally, individuals will be protected by the Indiana Life and Health Insurance Guaranty Association if they live in Indiana and are insured under a health insurance, life insurance, or annuity contract issued by a member insurer, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees, or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside of that state of incorporation); or
- their insurer was not authorized to do business in Indiana; or
- their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital service plan, a health maintenance organization, or a risk retention group.

The Guaranty Association also does not provide coverage for:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk; or
- any policy of reinsurance (unless an assumption certificate was issued); or
- any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members to the extent they are self-funded or uninsured; or
- interest rate guarantees which exceed certain statutory limitations; or
- dividends, experience rating credits, fees for services or voting rights in connection with a policy; or
- credits given in connection with the administration of a policy by a group contract holder, or for
- unallocated annuity contracts.
- Any portion of a certificate, policy, or contract to the extent that the interest rate, crediting rate, or similar factor employed in calculating returns or changes in values, whether expressly stated or determined by use of an index or other external referent, either (a) when averaged over a period of 4 years immediately before the applicable coverage date, exceeds the rate of interest determined by subtracting 2 percentage points from Moody's Corporate Bond Yield Average averaged for the same 4 year period or for a lesser period if issued less than 4 years before the applicable coverage date; or (b) in effect on and after the applicable coverage date, exceeds the rate of interest determined by subtracting 3 percentage points from Moody's Bond Yield Average as most recently available.
- The obligations of a plan or program of an employer, an association, or another person to provide life, health, or annuity benefits, including obligations arising under and benefits payable by the employer, association, or other person under a multiple employer welfare arrangement.
- A minimum premium group insurance plan.
- A stop-loss or excess loss insurance policy or contract providing for the indemnification of or payment to a policy owner, contract owner, a plan, or another person obligated to pay life, health, or annuity benefits or to provide services in connection with a benefit plan or another plan, fund, or program.
- An administrative services only contract.
- Any portion of a certificate, policy, or contract with respect to which the Class B assessments may not be made or collected under federal or state law.
An obligation or claim that does not arise under the express written terms of the policy or contract issued by the member insurer to the contract owner or policy owner, including obligations and claims based on: marketing materials; side letters; riders or other documents issued by the member insurer without meeting applicable policy form filing or approval requirements; actual or alleged misrepresentations; extra-contractual claims; penalties or consequential, incidental, punitive, or exemplary damages.

An obligation to provide a book value accounting guaranty for defined contribution benefit plan participants by reference to a portfolio of assets that is owned by the benefit plan, or its trustee, that is not an affiliate of the member insurer.

Any portion of a certificate, policy, or contract to the extent the interest rate, crediting rate, or similar factor employed in calculating returns or changes in values, to be determined by use of an index or other external referent stated in the certificate, policy, or contract; and returns or changes in value have not been credited, or as to which the certificate holder's or contract owner's rights are subject to forfeiture, as of the applicable coverage date.

A funding agreement.

An annuity not subject to regulation as described in IC 27-1-12.4.

**LIMITS ON AMOUNT OF COVERAGE**

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of either the contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer, or with respect to any one life, regardless of the number of policies, contracts, or certificates, in the case of life insurance, $300,000 in death benefits but not more than $100,000 in net cash surrender or withdrawal values; in the case of health insurance, $300,000 in health insurance benefits but not more than $100,000 in net cash surrender or withdrawal values; and, with respect to annuities, $100,000 in the present value of annuity benefits including net cash surrender and net cash withdrawal values. Finally, in no event is the Guaranty Association liable for more than $300,000 with respect to any one individual.
Questions regarding your policy or coverage should be directed to:

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

Telephone: 651-665-3500

If you (a) need the assistance of a governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787

Consumer Hot Line 800-622-4461
In the Indianapolis Area 317-232-2395

Complaints can be filed electronically at www.in.gov/doi.
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 inquires 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

Name of Plan

The Plan for which this Summary Plan Description is provided is known as the: University of Notre Dame du Lac Group Life Insurance Plan

Plan Sponsor

Office of Human Resources
University of Notre Dame du Lac
Notre Dame, Indiana, 46556
(574) 631-5900

Employer Identification Number and Plan Number

The Employer identification number (EIN) assigned by the Internal Revenue Service to the Plan Sponsor is:
35-0868188

The Plan number assigned by the Plan Sponsor is:
502

Type of Plan

Welfare plan providing life insurance for employees and their dependents

Administration of Plan

The Plan is administered by the Plan Administrator through an insurance contract purchased from Minnesota Life Insurance Company.

Generally, the Plan Administrator oversees the operation and records of a plan, interprets plan provisions and authorizes benefit payments.
Plan Administrator

Office of Human Resources  
University of Notre Dame du Lac  
Notre Dame, Indiana 46556  
(574) 631-5900

Hereinafter referred to as the Administrator

Agent for Service of Legal Process

The person designated as agent for service of legal process upon the Plan is:

Office of Human Resources  
University of Notre Dame du Lac  
Notre Dame, Indiana 46556

Plan Year

January 1 - December 31

Source of Contributions

The Plan has insurance policies with Minnesota Life Insurance Company. The premiums for these policies are paid by employer and employee contributions.

Plan Funding

The Plan has insurance policies with Minnesota Life Insurance Company. The premiums for these policies 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. However, the University of Notre Dame du Lac fully expects to continue a group life insurance plan indefinitely.

Medium for Providing Benefits

Benefits under the Plan are provided in accordance with the provision of Minnesota Life Group Insurance Policy No. 32620-G issued by Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098.
Claim Procedures

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 Minnesota 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 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 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, the administrator will notify you in writing within 90 days (45 days for any disability claims) of receiving your claim. Any denial of a claim for benefits will be provided by the Administrator 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. 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 the Administrator. 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 the Administrator, no later than 60 days after receipt of the request for review.

If there are special circumstances, the decision will be made as soon as possible, but not later than 120 days (90 days for any disability claims) after receipt of the request for review. If such an extension of time is needed, you will be notified in writing prior to the beginning of the time extension period. The decision after your review will be in writing and will include specific reasons for the decision as well as specific references to the pertinent Plan provisions on which the decision is based.
**Statement of ERISA Rights**

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

As a participant in the University of Notre Dame du Lac Group Life Insurance 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:

**Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator’s office, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) and updated summary plan description. The 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.

**Prudent Actions by Plan Fiduciaries**

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 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.

**Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file 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 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 costs 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.

Assistance with Your Questions

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, U.S. Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
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 Employee Benefits Security Administration.