

Employee Group Term Life Certificate of Insurance

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



Effective July 1, 2023
Class 2

POLICYHOLDER: The Lubrizol Corporation

POLICY NUMBER: 70634

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

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



GENERAL INFORMATION

POLICYHOLDER: The Lubrizol Corporation

POLICY NUMBER: 70634

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 Ohio.

POLICY EFFECTIVE DATE: July 1, 2023.

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 designated retirees of the policyholder and its associated companies working in the United States and expats working outside of the United States who are approved by us in the following class:

Class 2 A closed group of retirees with employer-paid Life coverage amounts of \$10,000 or less.

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.

WAITING PERIOD: None.

MINIMUM HOURS PER WEEK REQUIRED: Not applicable.

PLAN OF INSURANCE

RETIREE BENEFIT SCHEDULE

RETIREE TERM LIFE INSURANCE:

Basic Life Insurance

Eligible Class	Amount of Basic Life Insurance
Class 2	Amounts as on file with the policyholder up to \$10,000.

GENERAL PROVISIONS FOR RETIREE INSURANCE

- CONTRIBUTORY/NONCONTRIBUTORY:** Basic insurance is noncontributory insurance.
- GUARANTEED ISSUE AMOUNT:** The guaranteed issue is the maximum amount of insurance a retiree 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 retiree insurance is guaranteed issue.
- EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE EARNINGS:** Not applicable.

ADDITIONAL INFORMATION

CERTIFICATE SUPPLEMENTS (found later in this document):

Accelerated Benefits
Portability

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 regular annual rate of pay, not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the date you were last actively at work.

However, if you are an hourly paid active employee, earnings means the product of:

- (1) the average number of hours you worked per year, not including overtime, over the most recent one-year period immediately prior to the date you were last actively at work, multiplied by:
- (2) your hourly wage in effect on the date immediately prior to the date you were last actively at work.

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 12 months 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.

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 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 30 days 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.

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. 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

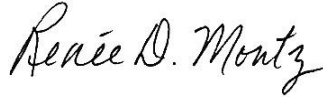
Is the request for an accelerated benefit voluntary?

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

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 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) 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?

Both 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.

An insured may also continue coverage under all certificate supplements by which he or she was insured immediately preceding his or her portability date.

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 \$5,000.

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 \$1,000,000 for an employee or \$250,000 for a spouse. However, for an insured age 65 or older on his or her portability date, the amount will not be more than \$650,000 for an employee or \$162,500 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 100.

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?

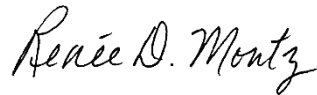
Any insurance continued under the terms of this supplement will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this supplement terminate?".

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 100th 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, or
- (4) 31 days after the due date of any premium contribution which is not made; or
- (5) the date an insured requests to terminate his or her coverage being continued under this supplement.



Secretary



President

Group Term Life Insurance Certificate Endorsement

Securian Life Insurance Company

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

This Certificate Endorsement is a part of the certificate of insurance describing the benefits available to you under Group Policy No. 70634, issued by Securian Life Insurance Company to The Lubrizol Corporation. This endorsement is subject to every term, condition, exclusion, and provision of the certificate unless otherwise expressly provided for herein.

The following applies to you if you were a resident of the state of all employees at the time your coverage under this certificate became effective:

1. The section of the employee's certificate entitled **General Information** is amended to add the following provision:

Can your coverage be continued if you become totally disabled?

Yes. In the event that you become totally disabled, you may continue coverage by making timely payments to your employer for that portion of the premium, if any, that you would have been required to pay had the total disability not occurred. Continuation of your coverage is on a premium paying basis for a period of 6 months from the date on which the total disability started but will not continue beyond the earlier of:

1. Approval by us of continuation of coverage under any disability provision your certificate or a certificate supplement may contain: or
2. The discontinuance of the group insurance policy.

Total disability is a disability which occurs while your insurance is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably suited by education, training, or experience on a full or part time basis. You must be under the care of a licensed physician. The licensed physician cannot be you or a member of your immediate family. For purposes of this supplement, your immediate family consists of your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

2. The provision entitled **How do you convert your insurance?** under the **Conversion Right** section of the certificate is amended in its entirety and replaced with the following:

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.

If you do not receive written notice of the conversion right under this certificate at least 15 days prior to the end of the 31-day conversion period, you will have an additional period within which to exercise such right. This additional period will expire 15 days after you are given such notice, but in no event will such additional period be extended beyond 60 days after the end of the conversion period. 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.

3. The provision entitled **When will the death benefit be payable?** under the **Death Benefit** section of the certificate is amended in its entirety and replaced with the following:

When will the death benefit be payable?

We will pay the death benefit within two months 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.

Renee D. Montz

Secretary

Stephen M. Hillen

President

Important Notice

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

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE OHIO LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this 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 this state, and in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The Ohio Life and Health Insurance Guaranty Association
5005 Horizons Drive, Suite 200
Columbus, Ohio 43220

Ohio Department of Insurance
50 West Town Street
Third Floor, Suite 300
Columbus, Ohio 43215

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On the back of this page is 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.

COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract, 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 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 that state);
- the insurer was not authorized to do business in that state;
- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The 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, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$300,000, except as specified below, no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. The association will not pay more than \$100,000 in cash surrender values, \$500,000 in major medical insurance benefits, \$300,000 in disability or long-term care insurance benefits, \$100,000 in other health insurance benefits, \$250,000 in present value of annuities, or \$300,000 in life insurance death benefits. Again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages, the association will pay a maximum of \$300,000, except for coverage involving major medical insurance benefits, for which the maximum of all coverages is \$500,000.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the act: for unallocated annuities that fund governmental retirement plans under §§401(k), 403(b) or 457 of the Internal Revenue Code, the limit is \$250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than \$300,000 in the aggregate per individual; for covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contractholder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

For more information about the Ohio Life and Health Insurance Guaranty Association, visit our website at: www.olhiga.org.

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	GROUP INSURANCE PLAN OF THE LUBRIZOL CORPORATION
Plan Sponsor	Name: THE LUBRIZOL CORPORATION Address: 29400 LAKELAND BLVD WICKLIFFE, OH 44092
Employer ID	Employer Identification Number (EIN): 34-0367600
Plan Number	Plan Number: LIFE - 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, herein known as the "Insurer", 400 Robert Street North, St. Paul, MN 55101. Generally, the Plan Administrator oversees the operation and records of a plan.
Plan Administrator	Name: Same as sponsor Address:
Agent for Service of Legal Process	For the Plan - The Lubrizol Corporation 29400 Lakeland Blvd Wickliffe, OH 44092 For the Policy: Securian In addition to the above, Service of Legal Process may be made on a plan trustee or the plan administrator
Plan Year	Calendar year
Plan Funding	The Plan has an insurance policy(ies) with the Insurer. The premiums for the policy(ies) are paid by contributions from the employer and employees.
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 by contacting the Insurer.

Contact the plan administrator if you have any questions or to initiate a claim. You may also contact the Insurer directly to initiate a claim. Upon the receipt of notification of a claim the Insurer will provide claim forms. Read the instructions on those forms carefully, and be sure all the questions are answered and that you include any required attachments. Completed forms must be sent to Claims, PO Box 64114, St. Paul, MN 55164-0114. After your claim has been processed by the Insurer, you will be notified in writing if any benefits are denied in whole or in part, or if any additional information is required.

B. Claims Denial Procedure

If all or part of your claim for benefits is denied, the Insurer 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 explain the circumstances requiring the extension and indicate the date by which the plan expects to render the benefit determination. For disability claims, the review period may be extended up to an additional 30 days provided the written notice described above is sent to the claimant before the expiration of the first 30-day extension period.

For disability claims, the notice of extension will also include a description of the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, the information needed to resolve those issues, and the claimant will be given at least 45 days to provide the information. Where the timeframe to process a disability claim is extended because the claim was incomplete, the time for the claim 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 Insurer within 45 days of the date on the notice, the Insurer may deny the claim.

Notification of Claim Denial

Any denial of a claim for benefits will be provided by the Insurer and will include the content required by law.

C. Appealing the Denial of a Claim

You may appeal any denial of a claim for benefits by filing a written request for a full and fair review to the Insurer at Claims, PO Box 64114, St. Paul, MN, 55164-0114. In connection with such a request, documents relevant to the appeal 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, if you submit written proof of the representation to the Insurer. An appeal must be filed by 60 days (180 days for disability claims) after receipt of the written notice of denial of a claim. Before the Insurer can deny a claim on appeal, the Insurer shall provide the claimant with any new evidence considered, relied upon, or generated during the appeal, as well as any new rationale for the decision. Any new evidence or rationale will be provided to the claimant free of charge, as soon as possible before the date by which the appeal is to be decided, so that the claimant may respond to the evidence or rationale before that date. The full and fair review will be held and notification of a decision rendered by the Insurer will be provided no later than 60 days (45 days for disability claims) after receipt of the request for review.

If special circumstances beyond the control of the Insurer 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 explain the circumstances requiring the extension and indicate the date by which the Insurer expects to render the benefit determination.

The notice of extension will include a description of any missing information and shall specify a timeframe, no less than 180 days in which the necessary information must be provided. Where the timeframe to process an appeal is extended because additional information to render an appeal decision is needed, 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 Insurer within the 180 days of the date on the notice, the Insurer may close the appeal and no further consideration will take place.

During all steps of the claims appeal procedure, you can write or call the Insurer and ask to see all documents relevant to your claim. In addition, you may have an attorney or other representative write letters or otherwise act on your behalf, but you may need to provide written proof of designation of the representative.

Notification of Appeal Decision

Written notification of the Insurer's decision on an appeal shall be provided to the claimant and will include the information required by law.

D. Legal Action Following Appeals

After completing the claims and appeal procedures, you have the right to dispute the determination 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 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 exhaust these claims procedures, unless exhaustion is not required.

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

Employee Group Term Life Certificate of Insurance

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



Effective July 1, 2023
Class 3

POLICYHOLDER: The Lubrizol Corporation

POLICY NUMBER: 70634

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

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



GENERAL INFORMATION

POLICYHOLDER: The Lubrizol Corporation

POLICY NUMBER: 70634

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 Ohio.

POLICY EFFECTIVE DATE: July 1, 2023.

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 designated retirees of the policyholder and its associated companies working in the United States and expats working outside of the United States who are approved by us in the following class:

Class 3 A closed group of retirees and their spouses who have elected Supplemental 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: 30 days from the first day of eligibility for contributory insurance.

WAITING PERIOD: None.

MINIMUM HOURS PER WEEK REQUIRED: Not applicable.

PLAN OF INSURANCE

RETIREE BENEFIT SCHEDULE

RETIREE TERM LIFE INSURANCE:

Supplemental Life Insurance

Eligible Class	Amount of Supplemental Life Insurance
Class 3	Amounts as on file with the policyholder, with the highest maximum amount being \$470,000.

GENERAL PROVISIONS FOR RETIREE INSURANCE

AGE REDUCTIONS

The amount of supplemental life insurance on a retiree 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 Retiree</u>	<u>Amount of Insurance</u>
65 - 69	65%
70 - 74	40%
75 and over	25%

Age reductions will apply on the policy anniversary date following an insured retiree's 65th, 70th, and 75th birthdays.

CONTRIBUTORY/NONCONTRIBUTORY:

Supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

The guaranteed issue is the maximum amount of insurance a retiree 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 supplemental insurance:

All supplemental coverage is guaranteed issue.

NOTE: For a retiree 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 EARNINGS:

Not applicable.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

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

Spouse/Domestic Partner Life Insurance

<u>Eligible Class</u>	<u>Amount of Spouse/Domestic Partner Life Insurance</u>
Class 3	Amounts as on file with the policyholder, with the highest maximum amount being \$100,000.

Child Life Insurance

<u>Eligible Class</u>	<u>Amount of Child Life Insurance</u>
Class 3	Amounts as on file the with policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

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: All spouse/domestic partner insurance is guaranteed issue.

For child insurance: All child insurance is guaranteed issue.

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.

ADDITIONAL INFORMATION

CERTIFICATE SUPPLEMENTS (found later in this document):

Accelerated Benefits
Dependents Term Life
Portability

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 regular annual rate of pay, not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the date you were last actively at work.

However, if you are an hourly paid active employee, earnings means the product of:

- (1) the average number of hours you worked per year, not including overtime, over the most recent one-year period immediately prior to the date you were last actively at work, multiplied by:
- (2) your hourly wage in effect on the date immediately prior to the date you were last actively at work.

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 12 months 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.

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 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 30 days 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.

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. 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

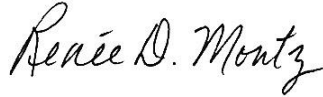
Is the request for an accelerated benefit voluntary?

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

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, your civil union partner, or your registered domestic partner, as recognized under the laws of the jurisdiction of celebration; or
- (2) your or your spouse's/domestic partner's natural, legally adopted, stepchildren, or any other children related to you by blood, marriage or domestic partnership 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.

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.

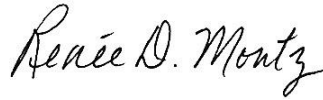
What is the suicide limitation?

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.



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 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) 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?

Both 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.

An insured may also continue coverage under all certificate supplements by which he or she was insured immediately preceding his or her portability date.

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 \$5,000.

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 \$1,000,000 for an employee or \$250,000 for a spouse. However, for an insured age 65 or older on his or her portability date, the amount will not be more than \$650,000 for an employee or \$162,500 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 100.

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?

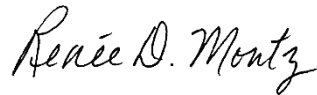
Any insurance continued under the terms of this supplement will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this supplement terminate?".

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 100th 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, or
- (4) 31 days after the due date of any premium contribution which is not made; or
- (5) the date an insured requests to terminate his or her coverage being continued under this supplement.



Secretary



President

Group Term Life Insurance Certificate Endorsement

Securian Life Insurance Company

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

This Certificate Endorsement is a part of the certificate of insurance describing the benefits available to you under Group Policy No. 70634, issued by Securian Life Insurance Company to The Lubrizol Corporation. This endorsement is subject to every term, condition, exclusion, and provision of the certificate unless otherwise expressly provided for herein.

The following applies to you if you were a resident of the state of all employees at the time your coverage under this certificate became effective:

1. The section of the employee's certificate entitled **General Information** is amended to add the following provision:

Can your coverage be continued if you become totally disabled?

Yes. In the event that you become totally disabled, you may continue coverage by making timely payments to your employer for that portion of the premium, if any, that you would have been required to pay had the total disability not occurred. Continuation of your coverage is on a premium paying basis for a period of 6 months from the date on which the total disability started but will not continue beyond the earlier of:

1. Approval by us of continuation of coverage under any disability provision your certificate or a certificate supplement may contain: or
2. The discontinuance of the group insurance policy.

Total disability is a disability which occurs while your insurance is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably suited by education, training, or experience on a full or part time basis. You must be under the care of a licensed physician. The licensed physician cannot be you or a member of your immediate family. For purposes of this supplement, your immediate family consists of your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

2. The provision entitled **How do you convert your insurance?** under the **Conversion Right** section of the certificate is amended in its entirety and replaced with the following:

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.

If you do not receive written notice of the conversion right under this certificate at least 15 days prior to the end of the 31-day conversion period, you will have an additional period within which to exercise such right. This additional period will expire 15 days after you are given such notice, but in no event will such additional period be extended beyond 60 days after the end of the conversion period. 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.

3. The provision entitled **When will the death benefit be payable?** under the **Death Benefit** section of the certificate is amended in its entirety and replaced with the following:

When will the death benefit be payable?

We will pay the death benefit within two months 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.

Renee D. Montz

Secretary

Stephen M. Hillen

President

Important Notice

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

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE OHIO LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this 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 this state, and in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The Ohio Life and Health Insurance Guaranty Association
5005 Horizons Drive, Suite 200
Columbus, Ohio 43220

Ohio Department of Insurance
50 West Town Street
Third Floor, Suite 300
Columbus, Ohio 43215

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On the back of this page is 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.

COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract, 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 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 that state);
- the insurer was not authorized to do business in that state;
- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The 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, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$300,000, except as specified below, no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. The association will not pay more than \$100,000 in cash surrender values, \$500,000 in major medical insurance benefits, \$300,000 in disability or long-term care insurance benefits, \$100,000 in other health insurance benefits, \$250,000 in present value of annuities, or \$300,000 in life insurance death benefits. Again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages, the association will pay a maximum of \$300,000, except for coverage involving major medical insurance benefits, for which the maximum of all coverages is \$500,000.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the act: for unallocated annuities that fund governmental retirement plans under §§401(k), 403(b) or 457 of the Internal Revenue Code, the limit is \$250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than \$300,000 in the aggregate per individual; for covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contractholder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

For more information about the Ohio Life and Health Insurance Guaranty Association, visit our website at: www.olhiga.org.

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	GROUP INSURANCE PLAN OF THE LUBRIZOL CORPORATION
Plan Sponsor	Name: THE LUBRIZOL CORPORATION Address: 29400 LAKELAND BLVD WICKLIFFE, OH 44092
Employer ID	Employer Identification Number (EIN): 34-0367600
Plan Number	Plan Number: LIFE - 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, herein known as the "Insurer", 400 Robert Street North, St. Paul, MN 55101. Generally, the Plan Administrator oversees the operation and records of a plan.
Plan Administrator	Name: Same as sponsor Address:
Agent for Service of Legal Process	For the Plan - The Lubrizol Corporation 29400 Lakeland Blvd Wickliffe, OH 44092 For the Policy: Securian In addition to the above, Service of Legal Process may be made on a plan trustee or the plan administrator
Plan Year	Calendar year
Plan Funding	The Plan has an insurance policy(ies) with the Insurer. The premiums for the policy(ies) are paid by contributions from the employer and employees.
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 by contacting the Insurer.

Contact the plan administrator if you have any questions or to initiate a claim. You may also contact the Insurer directly to initiate a claim. Upon the receipt of notification of a claim the Insurer will provide claim forms. Read the instructions on those forms carefully, and be sure all the questions are answered and that you include any required attachments. Completed forms must be sent to Claims, PO Box 64114, St. Paul, MN 55164-0114. After your claim has been processed by the Insurer, you will be notified in writing if any benefits are denied in whole or in part, or if any additional information is required.

B. Claims Denial Procedure

If all or part of your claim for benefits is denied, the Insurer 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 explain the circumstances requiring the extension and indicate the date by which the plan expects to render the benefit determination. For disability claims, the review period may be extended up to an additional 30 days provided the written notice described above is sent to the claimant before the expiration of the first 30-day extension period.

For disability claims, the notice of extension will also include a description of the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, the information needed to resolve those issues, and the claimant will be given at least 45 days to provide the information. Where the timeframe to process a disability claim is extended because the claim was incomplete, the time for the claim 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 Insurer within 45 days of the date on the notice, the Insurer may deny the claim.

Notification of Claim Denial

Any denial of a claim for benefits will be provided by the Insurer and will include the content required by law.

C. Appealing the Denial of a Claim

You may appeal any denial of a claim for benefits by filing a written request for a full and fair review to the Insurer at Claims, PO Box 64114, St. Paul, MN, 55164-0114. In connection with such a request, documents relevant to the appeal 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, if you submit written proof of the representation to the Insurer. An appeal must be filed by 60 days (180 days for disability claims) after receipt of the written notice of denial of a claim. Before the Insurer can deny a claim on appeal, the Insurer shall provide the claimant with any new evidence considered, relied upon, or generated during the appeal, as well as any new rationale for the decision. Any new evidence or rationale will be provided to the claimant free of charge, as soon as possible before the date by which the appeal is to be decided, so that the claimant may respond to the evidence or rationale before that date. The full and fair review will be held and notification of a decision rendered by the Insurer will be provided no later than 60 days (45 days for disability claims) after receipt of the request for review.

If special circumstances beyond the control of the Insurer 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 explain the circumstances requiring the extension and indicate the date by which the Insurer expects to render the benefit determination.

The notice of extension will include a description of any missing information and shall specify a timeframe, no less than 180 days in which the necessary information must be provided. Where the timeframe to process an appeal is extended because additional information to render an appeal decision is needed, 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 Insurer within the 180 days of the date on the notice, the Insurer may close the appeal and no further consideration will take place.

During all steps of the claims appeal procedure, you can write or call the Insurer and ask to see all documents relevant to your claim. In addition, you may have an attorney or other representative write letters or otherwise act on your behalf, but you may need to provide written proof of designation of the representative.

Notification of Appeal Decision

Written notification of the Insurer's decision on an appeal shall be provided to the claimant and will include the information required by law.

D. Legal Action Following Appeals

After completing the claims and appeal procedures, you have the right to dispute the determination 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 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 exhaust these claims procedures, unless exhaustion is not required.

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

Employee Group Term Life Certificate of Insurance

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



Effective July 1, 2023
Class 4

POLICYHOLDER: The Lubrizol Corporation

POLICY NUMBER: 70634

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

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



GENERAL INFORMATION

POLICYHOLDER: The Lubrizol Corporation

POLICY NUMBER: 70634

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 Ohio.

POLICY EFFECTIVE DATE: July 1, 2023.

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 designated retirees of the policyholder and its associated companies working in the United States and expats working outside of the United States who are approved by us in the following class:

Class 4 A closed group of retirees and dependents who have grandfathered amounts of basic and supplemental 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; 30 days from the first day of eligibility for contributory insurance.

WAITING PERIOD: None.

MINIMUM HOURS PER WEEK REQUIRED: Not applicable.

PLAN OF INSURANCE

RETIREE BENEFIT SCHEDULE

RETIREE TERM LIFE INSURANCE:

Basic Life Insurance

Eligible Class	Amount of Basic Life Insurance
Class 4	Amounts as on file with the policy holder, with the highest maximum amount being \$20,000.

Supplemental Life Insurance

Eligible Class	Amount of Supplemental Life Insurance
Class 4	Amounts as on file with the policy holder, with the highest maximum amount being \$20,000.

GENERAL PROVISIONS FOR RETIREE INSURANCE

AGE REDUCTIONS

The amount of supplemental life insurance on a retiree 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 Retiree</u>	<u>Amount of Insurance</u>
65 - 69	65%
70 - 74	40%
75 and over	25%

Age reductions will apply on the policy anniversary date following an insured retiree's 65th, 70th, and 75th birthdays.

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

GUARANTEED ISSUE AMOUNT: The guaranteed issue is the maximum amount of insurance a retiree 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 retiree insurance is guaranteed issue.

For supplemental insurance:

All retiree coverage is guaranteed issue.

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 EARNINGS:

Not applicable.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

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

Spouse/Domestic Partner Life Insurance

<u>Eligible Class</u>	<u>Amount of Spouse/Domestic Partner Life Insurance</u>
Class 4	Amounts as on file the with policyholder.

Child Life Insurance

<u>Eligible Class</u>	<u>Amount of Child Life Insurance</u>
Class 4	Amounts as on file the with policyholder.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

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: All spouse/domestic partner insurance is guaranteed issue.

For child insurance: All child insurance is guaranteed issue.

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.

ADDITIONAL INFORMATION

CERTIFICATE SUPPLEMENTS (found later in this document):

Accelerated Benefits
Dependents Term Life
Portability

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 regular annual rate of pay, not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the date you were last actively at work.

However, if you are an hourly paid active employee, earnings means the product of:

- (1) the average number of hours you worked per year, not including overtime, over the most recent one-year period immediately prior to the date you were last actively at work, multiplied by:
- (2) your hourly wage in effect on the date immediately prior to the date you were last actively at work.

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 12 months 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.

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 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 30 days 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.

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. 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

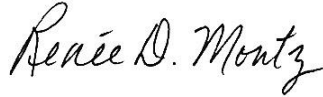
Is the request for an accelerated benefit voluntary?

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

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, your civil union partner, or your registered domestic partner, as recognized under the laws of the jurisdiction of celebration; or
- (2) your or your spouse's/domestic partner's natural, legally adopted, stepchildren, or any other children related to you by blood, marriage or domestic partnership 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.

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.

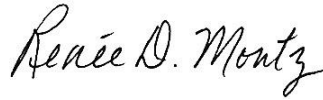
What is the suicide limitation?

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.



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 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) 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?

Both 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.

An insured may also continue coverage under all certificate supplements by which he or she was insured immediately preceding his or her portability date.

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 \$5,000.

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 \$1,000,000 for an employee or \$250,000 for a spouse. However, for an insured age 65 or older on his or her portability date, the amount will not be more than \$650,000 for an employee or \$162,500 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 100.

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?

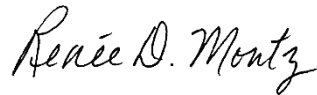
Any insurance continued under the terms of this supplement will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this supplement terminate?".

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 100th 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, or
- (4) 31 days after the due date of any premium contribution which is not made; or
- (5) the date an insured requests to terminate his or her coverage being continued under this supplement.



Secretary



President

Group Term Life Insurance Certificate Endorsement

Securian Life Insurance Company

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

This Certificate Endorsement is a part of the certificate of insurance describing the benefits available to you under Group Policy No. 70634, issued by Securian Life Insurance Company to The Lubrizol Corporation. This endorsement is subject to every term, condition, exclusion, and provision of the certificate unless otherwise expressly provided for herein.

The following applies to you if you were a resident of the state of all employees at the time your coverage under this certificate became effective:

1. The section of the employee's certificate entitled **General Information** is amended to add the following provision:

Can your coverage be continued if you become totally disabled?

Yes. In the event that you become totally disabled, you may continue coverage by making timely payments to your employer for that portion of the premium, if any, that you would have been required to pay had the total disability not occurred. Continuation of your coverage is on a premium paying basis for a period of 6 months from the date on which the total disability started but will not continue beyond the earlier of:

1. Approval by us of continuation of coverage under any disability provision your certificate or a certificate supplement may contain: or
2. The discontinuance of the group insurance policy.

Total disability is a disability which occurs while your insurance is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably suited by education, training, or experience on a full or part time basis. You must be under the care of a licensed physician. The licensed physician cannot be you or a member of your immediate family. For purposes of this supplement, your immediate family consists of your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

2. The provision entitled **How do you convert your insurance?** under the **Conversion Right** section of the certificate is amended in its entirety and replaced with the following:

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.

If you do not receive written notice of the conversion right under this certificate at least 15 days prior to the end of the 31-day conversion period, you will have an additional period within which to exercise such right. This additional period will expire 15 days after you are given such notice, but in no event will such additional period be extended beyond 60 days after the end of the conversion period. 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.

3. The provision entitled **When will the death benefit be payable?** under the **Death Benefit** section of the certificate is amended in its entirety and replaced with the following:

When will the death benefit be payable?

We will pay the death benefit within two months 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.

Renee D. Montz

Secretary

Stephen M. Hillen

President

Important Notice

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

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE OHIO LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this 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 this state, and in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The Ohio Life and Health Insurance Guaranty Association
5005 Horizons Drive, Suite 200
Columbus, Ohio 43220

Ohio Department of Insurance
50 West Town Street
Third Floor, Suite 300
Columbus, Ohio 43215

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On the back of this page is 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.

COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract, 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 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 that state);
- the insurer was not authorized to do business in that state;
- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The 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, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$300,000, except as specified below, no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. The association will not pay more than \$100,000 in cash surrender values, \$500,000 in major medical insurance benefits, \$300,000 in disability or long-term care insurance benefits, \$100,000 in other health insurance benefits, \$250,000 in present value of annuities, or \$300,000 in life insurance death benefits. Again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages, the association will pay a maximum of \$300,000, except for coverage involving major medical insurance benefits, for which the maximum of all coverages is \$500,000.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the act: for unallocated annuities that fund governmental retirement plans under §§401(k), 403(b) or 457 of the Internal Revenue Code, the limit is \$250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than \$300,000 in the aggregate per individual; for covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contractholder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

For more information about the Ohio Life and Health Insurance Guaranty Association, visit our website at: www.olhiga.org.

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	GROUP INSURANCE PLAN OF THE LUBRIZOL CORPORATION
Plan Sponsor	Name: THE LUBRIZOL CORPORATION Address: 29400 LAKELAND BLVD WICKLIFFE, OH 44092
Employer ID	Employer Identification Number (EIN): 34-0367600
Plan Number	Plan Number: LIFE - 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, herein known as the "Insurer", 400 Robert Street North, St. Paul, MN 55101. Generally, the Plan Administrator oversees the operation and records of a plan.
Plan Administrator	Name: Same as sponsor Address:
Agent for Service of Legal Process	For the Plan - The Lubrizol Corporation 29400 Lakeland Blvd Wickliffe, OH 44092 For the Policy: Securian In addition to the above, Service of Legal Process may be made on a plan trustee or the plan administrator
Plan Year	Calendar year
Plan Funding	The Plan has an insurance policy(ies) with the Insurer. The premiums for the policy(ies) are paid by contributions from the employer and employees.
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 by contacting the Insurer.

Contact the plan administrator if you have any questions or to initiate a claim. You may also contact the Insurer directly to initiate a claim. Upon the receipt of notification of a claim the Insurer will provide claim forms. Read the instructions on those forms carefully, and be sure all the questions are answered and that you include any required attachments. Completed forms must be sent to Claims, PO Box 64114, St. Paul, MN 55164-0114. After your claim has been processed by the Insurer, you will be notified in writing if any benefits are denied in whole or in part, or if any additional information is required.

B. Claims Denial Procedure

If all or part of your claim for benefits is denied, the Insurer 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 explain the circumstances requiring the extension and indicate the date by which the plan expects to render the benefit determination. For disability claims, the review period may be extended up to an additional 30 days provided the written notice described above is sent to the claimant before the expiration of the first 30-day extension period.

For disability claims, the notice of extension will also include a description of the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, the information needed to resolve those issues, and the claimant will be given at least 45 days to provide the information. Where the timeframe to process a disability claim is extended because the claim was incomplete, the time for the claim 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 Insurer within 45 days of the date on the notice, the Insurer may deny the claim.

Notification of Claim Denial

Any denial of a claim for benefits will be provided by the Insurer and will include the content required by law.

C. Appealing the Denial of a Claim

You may appeal any denial of a claim for benefits by filing a written request for a full and fair review to the Insurer at Claims, PO Box 64114, St. Paul, MN, 55164-0114. In connection with such a request, documents relevant to the appeal 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, if you submit written proof of the representation to the Insurer. An appeal must be filed by 60 days (180 days for disability claims) after receipt of the written notice of denial of a claim. Before the Insurer can deny a claim on appeal, the Insurer shall provide the claimant with any new evidence considered, relied upon, or generated during the appeal, as well as any new rationale for the decision. Any new evidence or rationale will be provided to the claimant free of charge, as soon as possible before the date by which the appeal is to be decided, so that the claimant may respond to the evidence or rationale before that date. The full and fair review will be held and notification of a decision rendered by the Insurer will be provided no later than 60 days (45 days for disability claims) after receipt of the request for review.

If special circumstances beyond the control of the Insurer 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 explain the circumstances requiring the extension and indicate the date by which the Insurer expects to render the benefit determination.

The notice of extension will include a description of any missing information and shall specify a timeframe, no less than 180 days in which the necessary information must be provided. Where the timeframe to process an appeal is extended because additional information to render an appeal decision is needed, 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 Insurer within the 180 days of the date on the notice, the Insurer may close the appeal and no further consideration will take place.

During all steps of the claims appeal procedure, you can write or call the Insurer and ask to see all documents relevant to your claim. In addition, you may have an attorney or other representative write letters or otherwise act on your behalf, but you may need to provide written proof of designation of the representative.

Notification of Appeal Decision

Written notification of the Insurer's decision on an appeal shall be provided to the claimant and will include the information required by law.

D. Legal Action Following Appeals

After completing the claims and appeal procedures, you have the right to dispute the determination 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 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 exhaust these claims procedures, unless exhaustion is not required.

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.

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