

LIFE AND ACCIDENT INSURANCE PROGRAM BOOKLET

This Life and Accident Insurance Program Booklet describes the benefits offered under the Life and Accident Insurance Program as of January 1, 2025. The Life and Accident Insurance Program is part of the RR Donnelley Group Benefits Plan.



RRD BENEFITS
HEALTH | WEALTH | LIFE

January 2025

CONTENTS

Introduction 1

Benefits-at-a-Glance 3

How the Life and Accident Insurance Program Works 4

Imputed Income..... 4

Portability and Conversion Elections 4

Member Certificate 5

Links to:

- **Summary of Material Modifications**
- **Plan Administration Information Booklet**

INTRODUCTION

Several welfare benefit programs offered by R. R. Donnelley & Sons Company and its participating subsidiaries (collectively RRD or the Company), combined, make up the RR Donnelley Group Benefits Plan (Group Benefits Plan or Plan). Generally, each welfare benefit program (or in some cases, a portion of a program) under the Group Benefits Plan is described in a separate program booklet, and the common administrative provisions applicable to each of the welfare benefit programs are set forth in the *Plan Administration Information Booklet* (*Administration Booklet*). In some cases, the detailed provisions of the program are described in an insurance certificate (referred to in this booklet as a Member Certificate), which may be titled a “Member Certificate,” “Certificate of Coverage,” “Evidence of Coverage,” “Certificate,” or something similar. Together, each of the program booklets and the Administration Booklet, and where applicable the Member Certificates, as well as any Summaries of Material Modifications (SMMs), the Annual Enrollment materials, and other plan summaries, make up the complete Summary Plan Description (SPD) for the Group Benefits Plan. The complete SPD for the Life and Accident Insurance Program includes this Life and Accident Insurance Program Booklet (including the applicable Member Certificates), the *Administration Booklet*, as well as any SMMs, the Annual Enrollment materials, and other plan summaries.

This Life and Accident Insurance Program Booklet describes the Life and Accident Insurance Program under the Group Benefits Plan as of January 1, 2025. The Life and Accident Insurance Program enables you to select the level of coverage and cost that best meet your and your family’s needs. These options offer coverages that help protect you, your spouse and your children from the financial difficulties brought on by a death or a severe injury.

RRD provides basic life insurance at no cost to you if you are eligible for benefits. You pay the full after-tax cost of the premium for the optional coverages offered under the Life and Accident Insurance Program. For certain of these optional coverages, your cost is based on the amount of coverage you elect, your age and whether you use tobacco. With certain other optional coverages, your cost is a flat-per-\$1,000-coverage rate. So, it is important that you know how the Life and Accident Insurance Program works. To view the premiums for each option available to you, go to rrd.bswift.com.

Please review this Life and Accident Insurance Program Booklet to become an informed consumer of services, so you can make the best coverage decisions for you and your family. Please also review the *Administration Booklet* to become familiar with the applicable eligibility requirements, how to enroll in the Life and Accident Insurance Program, the applicable claims and appeals procedures that may apply if the procedures set forth in the applicable Member Certificates fail to comply with federal law, a description of how the Group Benefits Plan is administered, and an explanation of your ERISA rights. See the applicable Member Certificate for a description of your continuation of coverage rights, if any.



Life and Accident Insurance Program Summary Plan Description (SPD)

Together, this Life and Accident Insurance Program Booklet (which includes the **Member Certificates**), the **Administration Booklet**, any SMMs, the Annual Enrollment materials, and other plan summaries make up the complete SPD for the Life and Accident Insurance Program. Please read this information to familiarize yourself with your coverage. If changes to the Life and Accident Insurance Program occur, you will be notified through an SMM or the Annual Enrollment materials.

If there is any discrepancy between the SPD and the Group Benefits Plan document, the Group Benefits Plan document always governs. If there is any discrepancy between the applicable Member Certificate, this Life and Accident Insurance Program Booklet, and the *Administration Booklet*, the Member Certificate always governs (except where the *Administration Booklet* is specifically intended to supplement the Member Certificate).

Union employees covered by a collective bargaining agreement need to refer to such agreement for any differences from the options offered as described in this Life and Accident Insurance Program Booklet. If there are differences between the rules contained in the SPD and the rules contained in your applicable collective bargaining agreement, your collective bargaining agreement will control.

Nothing in this Life and Accident Insurance Program Booklet should be interpreted as an employment contract. This Life and Accident Insurance Program Booklet merely describes the life and accidental death and dismemberment insurance coverage and benefits offered to eligible employees as of January 1, 2025. RRD reserves the right to amend, change or terminate the Group Benefits Plan or Life and Accident Insurance Program, in whole or in part, at any time.

This Life and Accident Insurance Program Booklet contains a summary in English of the benefits available under the Life and Accident Insurance Program. If you have difficulty understanding any part of this content, call the RRD Benefits Center at **1-877-RRD-4BEN (1-877-773-4236)** or go to rrd.bswift.com. Benefits Center Representatives are available to assist you from 7 a.m. to 7 p.m. CT, Monday through Friday.

BENEFITS-AT-A-GLANCE

The chart below summarizes coverage under the Life and Accident Insurance Program:

| Features | Life Insurance ¹ |
|---|--|
| Claims Administrator* | *To initiate a claim, you must call the RRD Benefits Center at 1-877-RRD-4BEN (1-877-773-4236). Securian Life Insurance Company is the Claims Administrator and will handle all aspects of claims management once a claim is initiated. Securian may be reached at 1-866-293-0647 . |
| Company-Provided Benefits | |
| Basic Employee Term Life Insurance | One times your annual base pay, rounded to the next highest multiple of \$1,000, up to a maximum of \$250,000 if you pass away while an active employee ² |
| You Pay for Optional Benefits³ | |
| Optional Employee Life Insurance | One to 10 times your annual base pay, rounded to the next highest multiple of \$1,000, up to a maximum of \$2 million if you pass away while an active employee Coverage Example: If your annual base pay is \$51,222.98 and you elect 3 times for your optional life insurance, your coverage amount is: \$51,222.98 x 3 = \$153,668.94, rounded to \$154,000 |
| Optional Spouse/ Domestic Partner & Child Life Insurance | <ul style="list-style-type: none"> • For your spouse/domestic partner: \$10,000, \$25,000, \$50,000, \$75,000, \$100,000, \$150,000 or \$200,000 or \$250,000 (maximum), not to exceed 100% of the employee's basic and supplemental life amount combined • For each of your eligible dependent children: \$5,000, \$10,000, \$15,000, \$20,000 or \$25,000 (maximum). Children are eligible from live birth until age 26. |
| Optional Accidental Death & Dismemberment (AD&D) Insurance | <ul style="list-style-type: none"> • For you: One to 10 times your annual base pay, rounded to the next highest multiple of \$1,000 up to a maximum of \$2 million for accidental death and certain losses • For your spouse/domestic partner: 60% of your amount up to a maximum benefit of \$750,000 • For each of your eligible dependent children: 25% of your amount up to a maximum benefit of \$150,000 |

1 You cannot cover another RRD employee as a spouse/domestic partner or child under the Life and Accidental Insurance Program. Benefits, exclusions and provisions may vary by state. Refer to the applicable *Member Certificate* for details.

2 Life insurance reduction applies if age 65 or older.

3 Evidence of insurability (EOI) may be required for you or your spouse/domestic partner. If your spouse/domestic partner is newly eligible for life insurance, EOI is required for coverage amounts over \$25,000. Current spouse/domestic partner participants and those who previously waived coverage must provide EOI for all increased coverage amounts. You will need to provide EOI for any increase in optional employee life insurance coverage. EOI is not required for optional AD&D insurance or optional child life insurance.

See the **Member Certificates** for more information.

HOW THE LIFE AND ACCIDENT INSURANCE PROGRAM WORKS

This section summarizes some key features of the Life and Accident Insurance Program:

- The Company provides **Basic Employee Term Life Insurance** at no cost to you.
- You may purchase **Optional Employee Life Insurance, Optional Spouse/Domestic Partner Life Insurance, Optional Child Life Insurance, and/or Optional Accidental Death & Dismemberment (AD&D) Insurance** at your own expense on an after-tax basis.

When you are first hired or become eligible for benefits, you can enroll for Optional Employee Life Insurance coverage up to three times your annual base pay or \$500,000, whichever is less, without answering health questions. Similarly, for Optional Spouse/Domestic Partner Life Insurance coverage, you may enroll for up to \$25,000 in coverage without answering health questions. After the initial eligibility period, you may enroll for coverage at any time throughout the year but will be required to answer health questions. You receive information about the options available to you when you are first hired and during each following communicated Annual Enrollment period. Securian is the claims administrator for the Life and Accident Insurance Program.

Imputed Income

Under current tax laws, the “value” of any RRD-paid basic employee life insurance coverage over \$50,000 is subject to imputed income taxes. Imputed income may also be applied to your optional employee life insurance, and your spouse or domestic partner, and child life insurance coverages if the aggregate after-tax premium paid by you during a calendar year is less than the IRS Table #1 rates for the coverage you purchase. If this is the case, the difference is imputed income, which means it is added to your paycheck as taxable income. Imputed income taxes, if any, will appear on your IRS Form W-2 each year.

Portability and Conversion Elections

Please refer to the *Member Certificates* for an explanation of your rights to maintain basic and optional life insurance coverage once you cease to be eligible for coverage as an eligible employee of RRD through the portability or conversion options. You must pay the full premium for that coverage directly to Prudential.



Life and Accident Insurance Program Information

See the **Member Certificate** and **Summary of Benefits** starting on the next page for details regarding your life and accident insurance coverage, including how to file a claim. See the **Administrations Booklet** for who's eligible, how to enroll, when coverage begins, additional details about claims appeals procedures, Plan administrative information, and information about your ERISA rights.

MEMBER CERTIFICATE

The Member Certificate and other documents start on the next page.

- [Member Certificate for Group Term Life Insurance](#)
- [Member Certificate for Group AD&D Life Insurance](#)

YOUR BENEFIT PLAN

RR Donnelley Group Medical Plan

All Full-Time Benefits-Eligible Employees in the United States and Puerto Rico

Basic Life Insurance

Optional Employee Life Insurance

Dependent Life Insurance

Optional Accidental Death & Dismemberment (AD&D) Insurance

Certificate Date: January 1, 2024

RR Donnelley Sons &
Company 4101 Winfield Rd
Warrenville, IL 60555

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

RR Donnelley Sons & Company

Employee Group Term Life Certificate of Insurance

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

Effective January 1, 2024

POLICYHOLDER: RR Donnelley Group Benefits Plan
POLICY NUMBER: 70659

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

TABLE OF CONTENTS

| | | | |
|---------------------------|---|------------------------------|----|
| Definitions..... | 7 | Termination..... | 10 |
| General Information | 7 | Conversion Right..... | 10 |
| Premiums..... | 9 | Additional Information | 11 |
| Death Benefit..... | 9 | | |

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: RR Donnelley Group Benefits Plan

POLICY NUMBER: 70659

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 Illinois.

POLICY EFFECTIVE DATE: January 1, 2024.

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

GROUP: The group is composed of all active employees of the policyholder and its associated companies working in the United States and Puerto Rico in the following classes:

- Class 1 All full-time benefits-eligible employees excluding Puerto Rico employees
- Class 2 All benefits-eligible Puerto Rico Employees

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

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

WAITING PERIOD: The first day of the calendar month following the employee's one-month anniversary of employment.

**MINIMUM HOURS
PER WEEK REQUIRED:** 20 hours per week

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

Eligible Class

Classes 1 and 2

Amount of Basic Life Insurance

One times annual earnings, rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$250,000

Supplemental Life Insurance

An amount elected by the employee from the following options:

| <u>Eligible Class</u> | <u>Amount of Supplemental Life Insurance</u> |
|-----------------------|---|
| Classes 1 and 2 | One, two, three, four, five, six, seven, eight, nine or ten times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$2,000,000* |

*The employee's salary multiple will be limited to the highest salary multiple, not to exceed \$2,000,000.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS FOR BASIC LIFE INSURANCE:

The amount of insurance on an employee age 65 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

| <u>Age of Employee</u> | <u>Amount of Insurance</u> |
|------------------------|----------------------------|
| 65 | 92% |
| 66 | 85% |
| 67 | 78% |
| 68 | 72% |
| 69 | 66% |
| 70 | 63% |
| 71 | 59% |
| 72 | 57% |
| 73 | 54% |
| 74 | 51% |
| 75 | 49% |
| 76 | 48% |
| 77 | 47% |
| 78 | 45% |
| 79 | 44% |
| 80 and over | Reduces by 1% per year |

Benefit reductions are based on frozen earnings as of age 65. Any subsequent pay increases or decreases do not impact benefit basis/amount.

Age reductions will apply January 1 following an insured employee's applicable birthday.

Reduced amounts are rounded to the next higher \$1,000.

Coverage lost due to age reductions may be converted.

AGE REDUCTIONS FOR SUPPLEMENTAL LIFE:

None.

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/NONCONTRIBUTORY:

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

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

The lesser of three times annual earnings or \$500,000.

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

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

For all employees except commissioned sales employees: increases and decreases due to a change in earnings will become effective on the date of change.

For commissioned sales employees: increases and decreases due to a change in earnings will become effective September 1.

Pay increases or decreases after age 65 do not impact benefit amount.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE:

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

Spouse/Domestic Partner Life Insurance

| <u>Eligible Class</u> | <u>Amount of Spouse/Domestic Partner Life Insurance</u> |
|------------------------------|--|
| All Employees | \$10,000, \$25,000, \$50,000, \$75,000, \$100,000, \$150,000, \$200,000 or \$250,000 as elected by the employee, not to exceed 100% of the employee's basic and supplemental life amount combined. |

An employee's spouse/domestic partner is automatically covered for \$10,000 for 31 days following marriage or becoming a domestic partner. To continue coverage on the spouse/domestic partner, the employee must elect spouse coverage within those 31 days; otherwise, the coverage shall terminate at the end of the 31-day period.

Child Life Insurance

| <u>Eligible Class</u> | <u>Amount of Child Life Insurance</u> |
|------------------------------|---|
| All Employees | <p>\$5,000, \$10,000, \$15,000, \$20,000 or \$25,000 as elected by the employee not to exceed 100% of the employee's basic and supplemental life amount combined.</p> <p>An employee's first eligible newborn child is automatically covered for \$5,000 for 31 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 31 days; otherwise, the coverage shall terminate at the end of the 31-day period.</p> <p>If employee's first child is other than a newborn child, that child is automatically covered for \$5,000 for 31 days from the child's qualification as your dependent. To continue coverage on the first child, the employee must elect child coverage within those 31 days; otherwise, the coverage shall terminate at the end of the 31-day period.</p> |

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

SPOUSE/DOMESTIC PARTNER AGE REDUCTIONS: None.

CONTRIBUTORY/NONCONTRIBUTORY: Dependents insurance is contributory insurance.

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

For spouse/domestic partner insurance: \$25,000
For child insurance: 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.

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

ADDITIONAL INFORMATION

ELECTION CHANGES: Increases and decreases in coverage may be made at any time during the year. Coverage will go into effect as follows:

- Child life insurance elections will go into effect on the first day of the month following the date of the election.
- All other coverage that does not require evidence of insurability will be effective on the first day of the month following the date of the election and on the following January 1 for an election change at annual enrollment.
- Coverage that requires evidence of insurability will be effective on the later of the date it is approved by us or the following January 1 for a request made at annual enrollment.

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

- In order for a newly eligible employee to become insured for an amount of insurance greater than the guaranteed issue amount. If such evidence of insurability is not provided or is not satisfactory to us, the employee will be insured for the guaranteed issue amount.
- In order for a newly eligible spouse/domestic partner to become insured for an amount of insurance greater than the guaranteed issue amount. If such evidence of insurability is not provided or is not satisfactory to us, the spouse/domestic partner will be insured for the guaranteed issue amount.
- If enrolling for employee or spouse coverage more than 31 days after becoming eligible, evidence of insurability is required for any amount (during or outside of annual enrollment).
- Evidence of insurability is required for spouse and employee elections for any increase even if the amount elected is not above the guaranteed issue amount (during or outside of annual enrollment).

CERTIFICATE SUPPLEMENTS (found later in this document):

| | |
|----------------------|-------------------------|
| Accelerated Benefits | Applies to all classes. |
| Dependents Term Life | Applies to all classes. |
| Portability | Applies to all classes. |

Definitions

application

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

associated company

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

contributory insurance

Insurance for which you are required to make premium contributions.

earnings

For all employees except commissioned sales employees: your gross annual rate of pay as determined by the Policyholder, excluding commissions, bonuses, overtime pay or other compensation.

For commissioned sales employees: your base pay and commissions averaged over the 3 complete calendar years prior to September 1. If you have less than 3 years of employment, your basic annual earnings will average the number of complete calendar years of employment prior to September 1. If you have less than 1 complete calendar year of employment the first year of annual base pay will be used.

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) Approved leave of absence (including personal leave, worker's compensation, and personal disability (non-FML/STD/LTD eligible disability): 18 months or the amount of time equal to employee's length of service, whichever is less.
- (2) FMLA: 12 weeks or 26 weeks if for care of a covered military servicemember.
- (3) Military Leave: the duration of uniformed service period.
- (4) Workforce reduction: no continuation; benefits cease.
- (5) Labor dispute: no continuation; benefits cease.
- (6) If on the effective date of this policy item (1) or (2) applies to you, in accordance with 215 ILCS 5/231.1 (N), we will waive the actively at work requirement and you are eligible under this policy provided all of the following apply:
 - (a) This group life insurance policy is replacing another policyholder sponsored policy of group life insurance in force with another

insurance carrier immediately prior to the effective date of this policy ("prior policy");

- (b) You were insured under the prior policy immediately prior to the effective date of this policy;
- (c) You are not actively at work on the effective date of this policy because you are on an approved leave of absence;
- (d) You remain a member of an eligible class;
- (e) You are not currently receiving and do not subsequently become eligible on or after this policy's effective date to receive benefits under the prior policy through waiver of premium, other disability or extended benefit, or a similar continuation provision.

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.

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.

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

To whom will we pay the death benefit?

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

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

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

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

If there is more than one beneficiary, each will receive an equal share, unless you have requested another method

in your beneficiary designation. To receive the death benefit, a beneficiary must be living at the time of your death. In the event a beneficiary is not living at the time of your death, that beneficiary's portion of the death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of you and a beneficiary, the death benefit will be paid as if you survived the beneficiary.

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

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

Termination

When does your coverage terminate?

Your coverage ends on the earliest of the following:

- (1) the date the group policy ends; or
- (2) the date you no longer meet the eligibility requirements; or
- (3) the date the group policy is amended so you are no longer eligible; or
- (4) 60 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) 60 days (the grace period) after the due date of any premiums which are not paid; or
- (2) 180 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.

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.

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

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.

Notice

This notice is required by the Illinois Religious Freedom Protection and Civil Union Act ("the Act"). Effective June 1, 2011 Securian Life Insurance Company was required to comply with the Act. We have implemented policies and procedures to comply with the Act.

You should be aware that the Act:

- Creates a legal relationship between two persons of the same or opposite sex who form a civil union. According to the Act, parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by laws of Illinois to spouses.

- Provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married" or variations thereon.

- Requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

- Does not alter any current federal law.

For more information about existing Illinois law and the Act, please refer to the Consumer Fact Sheet available at the Illinois Department of Insurance website at www.insurance.illinois.gov.

Accelerated Benefits Certificate Supplement

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

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

General Information

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

What does this supplement provide?

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

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of 24 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

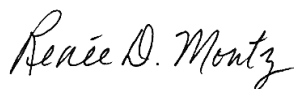
Is the request for an accelerated benefit voluntary?

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 same or opposite sex lawful spouse, your same or opposite sex civil union partner, your same or opposite sex domestic partner, or your same or opposite sex common law spouse as defined by the employer and as recognized under the laws of the jurisdiction of celebration; or
- (2) your or your spouse's married or unmarried natural, legally adopted, foster children, or stepchildren (including the child of a domestic partner), a child for whom you or your spouse are the legally appointed guardian who resides with you or a child for whom you have court ordered custody and who, in each case, 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) to the end of the month in which they reach age 26. 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) 60 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.

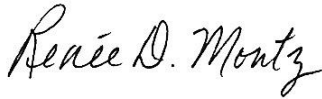
What is the suicide limitation?

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

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

An insured will not be eligible to request coverage under this supplement if he or she:

1. has attained the age of 99; 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. suited by education, training, or experience; or
4. 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 contributory insurance for any dependent insured under his or her certificate.

If a former spouse continues his or her own coverage according to the provisions of this supplement, he or she may also elect to continue contributory insurance on any insured children, provided the employee is not otherwise insuring the children. An insured may also continue coverage under all certificate supplements which apply to his or her contributory insurance and by which he or she was insured immediately preceding his or her portability date.

Death benefits will be paid in accordance with the provisions of the certificate and applicable supplements with the following exception: Death benefits for a former spouse or child porting his or her own coverage (not being continued as a rider to the employee's coverage) shall be payable according to the Death Benefit section of the certificate and not the Death Benefit section of the Dependents Term Life Insurance Certificate Supplement. Therefore a former spouse or child may choose to name a beneficiary or beneficiaries to receive his or her death benefit proceeds, subject to all provisions of the Death Benefit section of the certificate, including the provisions related to payment when there are no eligible named beneficiaries.

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

Yes. The minimum amount of insurance that can be continued on an employee's life under this supplement is \$10,000. The minimum for spouse life if ported with the employee is \$2,500, the minimum for spouse life if ported on their own is \$10,000. The minimum for child life is \$1,000.

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

Yes. The maximum amount of insurance that can be continued under this supplement is the amount of insurance that was in force on the insured's portability date, but not more than \$2,000,000 for an employee or \$250,000 for a spouse. However, for an employee age 70 or older on his or her portability date, the amount will not be more than \$1,000,000 for an employee.

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 70, the amount of insurance on his or her life continued under this supplement will reduce to 50% of the amount of insurance in force on the day prior to attainment of age 70. 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?

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

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

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

When will insurance continued under this supplement terminate?

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

1. the insured's 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 unless the spouse or child ports coverage on their own as provided for under the terms of this supplement; or
4. in the case of a dependent child who is insured by a rider to the former spouse's coverage, the date the child ceases to be an eligible dependent as defined under the terms of the certificate, unless the child ports coverage on his or her own as provided for under the terms of this supplement; or
5. 31 days after the due date of any premium contribution which is not made; or
6. the date an insured requests to terminate his or her coverage being continued under this supplement.

Secretary

President

Notice

Securian Life Insurance Company

400 Robert Street North, St. Paul, MN 55101-2098

This notice is to advise you that should any complaints arise regarding this Insurance, you may contact the following:

Securian Life Insurance Company
400 Robert Street North
St. Paul, Minnesota 55101-2098
TEL: 651-665-3500

OR

Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that, if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 122 S. Michigan Ave., 19th Floor, Chicago, Illinois 60603 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

You may also contact the Illinois Department of Insurance at <http://insurance.illinois.gov/> 312-814-2420 or 217-782-4515.

Important Notice

Securian Life Insurance Company

400 Robert Street North, St. Paul, MN 55101-2098

NOTICE OF PROTECTION PROVIDED BY ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This Notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, health maintenance organization, or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage, pay claims, or otherwise provide protection in accordance with Illinois law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Association per insolvency are:

Life Insurance

- \$300,000 for death benefits
- \$100,000 for cash surrender or withdrawal values

Health Insurance

- \$500,000 for health benefit plan benefits*
- \$300,000 for disability insurance benefits
- \$300,000 for long-term care insurance benefits
- \$100,000 for other types of health insurance benefits

Annuities

- \$250,000 for withdrawal and cash values

*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except special rules apply with regard to health benefit plan benefits for which the maximum amount of protection is \$500,000.

NOTE: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.ilhiga.org, or contact:

Illinois Life and Health Insurance Guaranty Association
901 Warrenville Road, Suite 400
Lisle, Illinois 60532-4324

Illinois Department of Insurance
4th Floor
320 West Washington Street
Springfield, Illinois 62767

Insurance companies, health maintenance organizations and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company or health maintenance organization, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.

The Association is not an insurance company or health maintenance organization. If you wish to contact your insurance company or health maintenance organization, please use the phone number found in your policy or contact the Illinois Department of Insurance at DOI.InfoDesk@Illinois.gov.

Notice

Securian Life Insurance Company

400 Robert Street North, St. Paul, MN 55101-2098

This notice is required by the Illinois Religious Freedom Protection and Civil Union Act ("the Act"). Effective June 1, 2011 Securian Life Insurance Company is required to comply with the Act. We have implemented policies and procedures to comply with the Act.

You should be aware that the Act:

- Creates a legal relationship between two persons of the same or opposite sex who form a civil union. According to the Act, parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by laws of Illinois to spouses.
- Provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married" or variations thereon.
- Requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.
- Does not alter any current federal law.

For more information about existing Illinois law and the Act, please refer to the Consumer Fact Sheet available at the Illinois Department of Insurance website at www.insurance.illinois.gov.

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).

General Information

| | |
|--|--|
| Name of Plan | RR Donnelley Group Benefits Plan |
| Plan Sponsor | Name: R. R. Donnelley & Sons Company Address: 4101 Winfield Rd, Warrenville IL 60555 |
| Employer ID | Employer Identification Number (EIN): 36-100410 |
| Plan Number | Plan Number: 504 |
| 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", Generally, the Plan Administrator oversees the operation and records of a plan. The Insurer is the claims administrator based upon the records provided by the Plan Administrator |
| Plan Administrator | Name: Benefits Committee c/o Vice President, Benefits, R.R. Donnelley & Sons Company Address: 4101 Winfield Rd, Warrenville IL 60555 |
| Claims Administrator | Name: Securian Life Insurance Company Address: 400 Robert Street North, St. Paul. MN 55101 |
| Agent for Service of Legal Process | Name: Corporate Secretary, R.R. Donnelley & Sons Company Address: 35 W. Wacker Drive, Chicago IL 60601 *Legal process also may be served on the Benefits Committee. |
| Plan Year | January 1 - December 31 |
| 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. |
| Trustee Information | N/A |
| 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



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