

CERTIFICATE OF INSURANCE

GROUP TERM LIFE INSURANCE

St. Louis Public Schools
St. Louis, MI

Teachers

Form GTL-2-CERT.

Administered by:
NATIONAL INSURANCE
SERVICES
of Wisconsin, Inc.

**MADISON NATIONAL LIFE
INSURANCE COMPANY, INC.**
Mailing Address: P.O. Box 5008, Madison, Wisconsin 53705

(HEREIN CALLED THE COMPANY)

Certifies that it has issued the group insurance policy shown below. The Company certifies, subject to the terms of that policy, to insure the named employee and his or her eligible dependents, if any, for whom the applicable premium has been paid, for the benefits described in this Certificate.

Policyholder: SCHOOLS INSURANCE FUND

This Certificate will in no way void any of the terms contained in the Group Insurance Policy. It replaces any and all certificates and certificate riders issued for the above named employee under the policy referred to herein.



Larry R. Graber, PRESIDENT

TABLE OF CONTENTS TO YOUR CERTIFICATE

	<u>Page</u>
Plan Outline	Schedule of Benefits
Definitions	3
When Individual Insurance Begins	4
Benefits	4
Continuation of Life Insurance Benefit	
During Total Disability	5
Right To Convert	6
Installment Settlement Option	8
Beneficiary	8
Change of Class or Earnings	8
When Individual Insurance Ends	9
General Provisions	9

SCHOOLS INSURANCE FUND TRUST

SCHEDULE OF BENEFITS

St. Louis Public Schools

Carrier ID #: 3637
State: MI
Group Effective Date: November 1, 2008
Class Effective Date: November 1, 2008
Classification: 03) Teachers
Basic Life: \$50,000
Basic AD&D: \$50,000

Basic Life and AD&D Insurance reduces to 65% upon your attainment of age 70, reduces to 45% upon your attainment of age 75, reduces to 30% upon your attainment of age 80 and terminates upon your retirement.

Minimum Hour Requirement for Active Service: an average of at least 10 Hours per Week

Eligibility Date: Date of Hire

Definition of Total Disability:

Under 'PART I – DEFINITIONS' under the definition of "Total disability" and "totally disabled" items '1.', '2.', and '3.' are hereby deleted in their entirety and replaced with the following:

- '1. you cannot perform each of the substantial and material duties of any gainful occupation for which he or she is reasonably fitted by training, education, or experience; and
2. you are under the regular care and attendance of a physician.

"Regular care and attendance" means observation and treatment by a physician. Such care and attendance is as required by current standards of medicine for the injury or sickness causing total disability.'

Accidental Death and Dismemberment:

Under 'PART III – BENEFITS', under item 'B. ACCIDENTAL DEATH AND DISMEMBERMENT', item '2.' in the first paragraph is deleted and replaced with: '2. occurs within 365 days of that accident.'

Furthermore, under 'PART III – BENEFITS', under item 'B. ACCIDENTAL DEATH AND DISMEMBERMENT', the following is hereby added:

Seat Belt Benefit:

We will pay a Seat Belt Benefit if you die as a result of an Automobile accident and you were wearing a Seat Belt at the time of the accident. The following rules apply:

- a. The Seat Belt Benefit is paid in addition to the Accidental Death and Dismemberment insurance benefit paid because of your accidental death.
- b. The Seat Belt Benefit equals the lesser of 100% of the amount of the Accidental Death and Dismemberment insurance benefit paid because of your accidental death or \$10,000.
- c. We must receive satisfactory written proof that your benefit resulted from an Automobile accident and that you were wearing a Seat Belt at the time of the accident. A copy of the police accident report should be submitted with the claim.

“Automobile” means a motor vehicle licensed for use on public highways.

“Seat Belt” means a properly installed seat belt (lap and shoulder restraint) approved by the National Highway Traffic Safety Administration.

Career Adjustment Benefit:

The amount of the Career Adjustment Benefit is the tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Madison National Life will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. you were insured for AD&D Insurance under the Group Policy.
2. you die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if the Insured Employee does not have a surviving Spouse.

Child Care:

The Amount of the Child Care Benefit is the total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Madison National Life will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. you were insured for AD&D Insurance under the Group Policy.
2. you die as a result of an accident for which and AD&D Insurance Benefit is payable for Loss of your life.
3. your Spouse pays a licensed child care provided who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.

4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you do not have a surviving Spouse.

Higher Education Benefit:

The amount of the Higher Education Benefit is the tuition expenses incurred per Child within 4 years after your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Madison National Life will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. you were insured for AD&D Insurance under the Group Policy.
2. you die as a result of an accident for which an AD&D Insurance Benefit is payable of Loss of your life.
3. your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

Repatriation Benefit:

If an amount is payable under this provision for your loss of life which occurred at least 200 miles away from your permanent place of residence, Madison National Life will also pay for all customary and reasonable expenses incurred for preparation of your body and its transportation to the place of burial or cremation, up to a maximum of the lesser of 10% of life insurance benefit or \$5,000.'

Waiver of Premium Benefit:

Under 'PART IV – CONTINUATION OF LIFE INSURANCE BENEFIT DURING TOTAL DISABILITY', under 'A. WAIVER OF PREMIUM BENEFIT', in the first paragraph, the phrase 'following nine months of Total Disability in a row.' is deleted in its entirety and is replaced with 'following six months of Total Disability in a row.'

Furthermore, item '3.' under this same section and item '3.' under section 'B. EXTENSION OF LIFE INSURANCE BENEFIT' are also deleted and replaced with: '3. on the premium due date immediately prior to the Insured's 65th birthday;'

Individual Terminations:

Under 'PART IX – WHEN INDIVIDUAL INSURANCE ENDS', the first item number '4.' is deleted in its entirety and is replaced with the following:

- '4. on the date you are no longer in active service in any class or classes insured under this policy except as noted below:
 - a. as a result of a condition for which you are eligible under the Waiver of Premium Benefit;
 - b. during a sickness, injury or pregnancy for a period not to exceed one year;
 - c. during a temporary layoff, strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your employer for a period not to exceed 60 days;
 - d. during an approved leave of absence, per the following guidelines:

- i. it is your responsibility to make arrangements to pay the Employer the premium amounts in advance and the Employer must keep accurate records of the receipt;
 - ii. the premium must be received by the Company on a monthly basis;
 - iii. a return to Active Service date must be established before the leave commences;
 - iv. the right to continue participation in this Policy will discontinue upon termination of employment except as provided by law; and
 - v. this coverage is limited to a period of not more than 60 days.
- e. when on a leave of absence under the Federal Family and Medical Leave Act (FMLA) of 1993, and its amendments, coverage will continue until the later of the leave period required by the Act, or the leave period required by applicable state law, provided that:
- i. we receive written notice in advance of a leave approved by the Employer which includes the beginning and ending date of the leave and your in-force life amount or the amount of your covered salary if the life benefit is salary based;
 - ii. FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Insured's in the same class covered under the Policy; and
 - iii. the Employer remits the required premium for coverage.'

Accelerated Death Benefit:

Under the 'ACCELERATED DEATH BENEFITS RIDER', item number '3.' is deleted in its entirety and is replaced with the following:

- '3. The accelerated benefit will be equal to 75% of the amount of the basic group term life insurance in effect on the acceleration date, rounded to the next higher \$1,000 but not to exceed \$500,000. The amount payable is equal to the accelerated benefit less any amounts charged for an investment loss and administrative fees. A minimum payment is the greater of \$5,000 or 10% of insurance is required under this election. The payment will be made in one lump sum to you or to the payee appropriately assigned by you.

You are entitled to the benefits described in this certificate if you are eligible for insurance under the provisions of the Trust Master Policy. This Certificate replaces any other certificates for the benefits described inside. As a Certificate of insurance, it is not a contract of insurance; it only summarizes the provisions of the Trust Master Policy and is subject to the Policy's term. A copy of the Policy may be examined at the Schools Insurance Fund Trustee Office.

The Trust Policy is underwritten by Madison National Life, 1241 John Q. Hammons Drive, Madison, Wisconsin 53717.

PART I – DEFINITIONS

For the purpose of the policy:

“Active service” means you must be working:

1. for the employer on a permanent full-time basis and paid regular earnings;
2. at least 30 hours per week unless otherwise specified in the Schedule of Benefits; and either:
3. at the employer’s usual place of business; or
4. at a location to which the employer’s business requires you to travel.

You will be deemed to be in active service on each day of a regular paid vacation or on a regular nonworking day on which you are not disabled if you were in active service on the last preceding regular working day.

“Company” means Madison National Life Insurance Company, Inc.

“Eligibility date” means the date an insured person becomes eligible for insurance under the policy. Classes eligible are shown in the Schedule of Benefits.

“Employee” is as defined in the Schedule of Benefits.

“Employer” means any employer who:

1. executes a Joinder Agreement with the Trustee of the Schools Insurance Fund; and
2. designates the Trustee as the entity to act as policyholder for it in conjunction with providing benefits described in the policy.

“Injury” means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and total disability must begin while the insured person is insured under the policy.

“Insured” means an employee insured under the policy.

“Insured dependents” means an insured’s spouse and/or child(ren) who are:

1. shown as eligible in the Schedule of Benefits; and
2. insured under the policy.

“Insured person” means an insured or an insured dependent.

“Joinder Agreement” means an agreement made between an employer and the policyholder and approved by the Company to provide insurance under the policy.

“Policy” means the Group Term Life Insurance Policy under which your Certificate is issued.

“Policyholder” means the policyholder named in this Certificate.

“Sickness” means illness or disease which causes total disability. The total disability must begin while the insured person is insured under the policy.

“Total disability” and “totally disabled” mean that because of injury or sickness:

1. you cannot perform each of the substantial and material duties of your regular occupation; and

2. after benefits have been paid for 24 months, you cannot perform each of the substantial and material duties of any gainful occupation for which you are reasonably fitted by training, education or experience; and
3. you are under the regular care and attendance of a physician.

“Regular care and attendance” means observation and treatment by a physician. Such care and attendance is as required by current standards of medicine for the injury or sickness causing total disability.

“You” and “your” mean the employee named in this Certificate.

PART II – WHEN INDIVIDUAL INSURANCE BEGINS

The classes eligible for insurance are shown in the Schedule of Benefits.

An insured person’s insurance begins on the effective date shown in the Schedule of Benefits.

If you are not in active service due to injury or sickness on the date your insurance is due to begin, it will not begin until you have returned to active service. If an eligible dependent is hospital confined on the date his or her insurance is due to begin, it will not begin until:

1. his or her hospital confinement ends; and
2. he or she is able to perform his or her normal activities.

PART III – BENEFITS

A. LIFE INSURANCE BENEFIT

If an insured person dies while insured under the policy, the Company will pay the applicable life insurance benefit shown in the Schedule of Benefits, on receipt of due proof of death.

B. ACCIDENTAL DEATH AND DISMEMBERMENT

If you suffer any of the following losses, the Company will pay the indicated percentage of the principal sum, provided such loss:

1. results from an accident that occurs while you were insured; and
2. occurs within 90 days of that accident.

The principal sum is shown in the Schedule of Benefits.

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and the Entire Sight of One Eye	100%
Loss of One Foot and the Entire Sight of One Eye	100%
Loss of One Hand or One Foot	50%
Loss of Entire Sight of One Eye	50%

“Loss” with reference to hand or foot means complete severance through or above the wrist or ankle joint; except that “loss” shall be deemed not to have occurred in regard to any hand or foot that is surgically reattached.

“Loss” with reference to eye means irrecoverable loss of entire sight.

If you suffer more than one of the above losses as a result of the same accident, the benefit provided under this provision will be paid only for the greatest loss.

With respect to the Accidental Death and Dismemberment Benefit only, the policy does not provide benefits for any loss caused by or resulting from:

1. declared or undeclared war or any act of war;
2. service in the armed forces of any country;
3. suicide or intentionally self-inflicted injury;
4. flying in a company owned, operated, leased or chartered aircraft;
5. commission of or attempt to commit a felony; or being engaged in an illegal occupation;
6. sickness or disease, ptomaine or bacterial infection (except infections occurring through an accidental cut or wound).

The Accidental Death and Dismemberment Benefit is not available to your insured dependents.

PART IV – CONTINUATION OF LIFE INSURANCE BENEFIT DURING TOTAL DISABILITY

A. WAIVER OF PREMIUM BENEFIT

If you become totally disabled, prior to age 60, the Company will waive the premium for you and your insured dependents. The waiver of premium will begin on the first of the month following nine months of total disability in a row.

This waiver of premium benefit will end on the earliest day of the following:

1. on the date your total disability ends;
2. on the 91st day after the Company requests proof of continuing total disability, provided you have failed to furnish the Company with such proof;
3. on the premium due date immediately prior to your 70th birthday;
4. on the date the policy is cancelled (see Section B, Extension of Life Insurance Benefits);
5. on the effective date of any individual life insurance policy obtained in accordance with Part V, Right to Convert.
6. with respect to your dependent: on the date each one reaches the termination age shown in Part IX, When Individual Insurance Ends.

If your Waiver of Premium Benefit terminates as a result of either (1) or (2) above, you must resume paying premium on the next premium due date.

The life insurance benefit which is continued during total disability is the applicable amount of life insurance in force as to each insured person on the date total disability began (subject to any reductions shown in the Schedule of Benefits).

B. EXTENSION OF LIFE INSURANCE BENEFIT

If you were eligible for the Waiver of Premium Benefit as stated in Section A, and you continue to be totally disabled on or after the date the policy is cancelled, the Company will continue coverage without payment of premium. The amount of life insurance benefit continued is the applicable amount of life insurance in force as to you on the date total disability began (subject to any reductions shown in the Schedule of Benefits).

With respect to you, this Extension of Life Insurance Benefit shall end on the earliest of the following:

1. on the date your total disability ends;
2. on the 91st day after the Company requests proof of continuing total disability, provided you have failed to furnish the Company with such proof;
3. on the premium due date immediately prior to your 70th birthday;
4. on the effective date of any individual life insurance policy obtained in accordance with Part V, Right to Convert.

If you die while you are covered under this Extension of Life Insurance Benefit, proof that total disability had continued from the date proof was last furnished must be given to the Company before payment of the life insurance benefit is made in accordance with this Section B.

This Extension of Life Insurance Benefit does not apply to your insured dependents.

C. RULES FOR FILING A CLAIM

You must tell us about a waiver of premium claim within (30) days after the end of the waiting period. If you cannot tell us within (30) days, you must tell us as soon after that as you can. You must submit claims to us at our Office. If the Company does not send the claim form within (15) days, you can simply send us written proof of total disability. That proof must show the date and the cause of your disability and how serious it is, and it must be signed by a doctor. The Company can require that you send us additional proof at reasonable intervals during your total disability. Unless you have been legally incapable of filing the proof of your total disability, we won't accept it if it is filed after (12) months from the date it should have been filed.

PART V – RIGHT TO CONVERT

- A. If an insured person is no longer eligible for part or all of the life insurance benefit provided by the policy, such insured person is entitled to apply to the Company for an individual policy of life insurance, without submitting evidence of insurability, provided:
 1. the policy applied for:
 - a. is a type of individual life policy, other than term life, then being issued by the Company; and
 - b. does not include accidental death, disability or other supplemental benefits; and
 2. the amount of life insurance applied for under such individual life policy is in accordance with Section B of this Part V; and

3. the insured person applies and pays the first premium for such individual life policy within 31 days following termination or reduction of the life insurance benefit under the policy. Such individual life policy will become effective on the first day following the end of such 31 day period.

Premium for such individual life policy will be based on:

- a. the Company's usual rate for the amount and type of individual life policy;
 - b. the insured person's class of risk; and
 - c. the insured person's attained age.
- B. The amount of life insurance for which the insured person can apply under the individual life policy is subject to the following:
1. the insured person may convert all or part of the amount of life insurance benefit for which he or she is no longer eligible due to:
 - a. reductions resulting from attainment of a specific age, as shown in the Schedule of Benefits; or
 - b. loss of individual eligibility.
 2. if the insured person has been insured under the policy for at least five years, he or she may convert the lesser of the amounts shown in (i) or (ii) below for which he or she is no longer eligible due to:
 - a. cancellation of the policy;
 - b. cancellation of the class of insureds to which the insured person belongs; or
 - c. reduction of benefits for the class of insureds to which the insured person belongs:
 - i. \$10,000;
 - ii. all or part of the amount for which the insured person is no longer eligible. This amount will be reduced by the amount of any life insurance for which the insured person becomes eligible to receive under a group policy issued or reinstated by the Company or any other insurer during the 31 day period immediately following termination of insurance under the policy.
 3. if an insured person has been insured under the policy for less than five years, he or she may not convert any amount of life insurance benefit for which he or she is no longer eligible due to the conditions enumerated in item B(2) above.
- C. If the insured person dies during the period within which he or she is entitled to convert to an individual policy issued to him or her in accordance with A or B above, the maximum amount of life insurance which the insured person would have been entitled to have issued to him or her under such individual policy shall be payable as a claim under the group policy; whether or not application for the individual policy or the payment of the first premium has been made.

The rights or benefits granted under this provision are in lieu of any other rights or benefits granted under this policy.

PART VI – INSTALLMENT SETTLEMENT OPTION

You may elect to have the proceeds of the life insurance benefit paid in installments by filing a written request with the Company. At the time of election, the amount and terms of the installments shall be in accordance with those then being offered by the Company. If you do not request an installment settlement option, your beneficiary may do so after your death.

PART VII – BENEFICIARY

Your beneficiary shall be that person or persons indicated on your individual application for insurance. You shall be the beneficiary of your insured dependents.

Unless you have made an irrevocable beneficiary designation, you may change your beneficiary by sending a written request for such change to the Company. When such request is received by the Company, the change of beneficiary shall take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment previously made by the Company.

If you have named more than one beneficiary, benefits shall be paid to the beneficiaries who survive you, in equal shares, unless you have specified a different proportion.

If your beneficiary predeceases you or if you do not designate a beneficiary, then the applicable benefit amount will be paid to your estate.

PART VIII – CHANGE OF CLASS OR EARNINGS

If a change in your class or earnings would increase the amount of the benefits you are entitled to receive under the policy, such increase in benefits will become effective on the premium due date following such change, provided notice of the change is given to the Company within 30 days of the change.

If notice is not given within the required time, such increase in benefits:

1. must be approved by the Company; and
2. will become effective on the premium due date following the Company's approval.

If you are not in active service due to injury or sickness on the date an increase in benefits is due to begin, such increase in benefits will not begin until you have returned to active service.

If a change in your class or earnings would decrease the amount of benefits you are entitled to receive under the policy, such decrease in benefits will become effective on the premium due date following the change.

PART IX – WHEN INDIVIDUAL INSURANCE ENDS

Your insurance will end on the earliest of the following:

1. when the policy is cancelled;
2. when the insurance is cancelled for the class of insureds to which you belong;
3. the beginning of the period for which premium is not paid, subject to the grace period;
4. on the date you are no longer in active service in any class or classes insured under the policy; except as a result of a condition for which you are eligible under the Waiver of Premium Benefit;
5. on the premium due date just before your 70th birthday;
6. on the 16th day after you enter the armed forces of any country or international authority.

An insured dependent's insurance will end on the earliest of the following:

1. on the date your insurance ends;
2. the beginning of the period for which premium is not paid, subject to the grace period;
3. as to an insured dependent spouse, on the premium due date immediately prior to the insured dependent spouse's 70th birthday;
4. as to an insured dependent child, on the premium due date immediately prior to the insured dependent child's 19th birthday (23rd birthday, if attending school on a full-time basis), marriage or entry into the armed forces;
5. termination of the insured dependent provisions of the policy.

PART X – GENERAL PROVISIONS

ENTIRE CONTRACT: The policy, with the application for the policy, the individual applications, if any, and the endorsements, if any, is the entire contract between the policyholder and the Company. All statements made by the policyholder or by you, in the absence of fraud, will be deemed representations and not warranties. No such statement will void the insurance or reduce the benefits under the policy or be used in defense of a claim unless it is contained in a written application. No change in the policy will be valid until approved by an officer of the Company. This approval must be endorsed on or attached to the policy. No agent may change the policy or waive any of its provisions.

INCONTESTABILITY: As to the policyholder, the policy shall be incontestable after two years from its date of issue, except for nonpayment of premium.

The policy shall be incontestable after it has been in force as to an insured person for a period of two years. After two years from the date any insured person becomes covered under the policy, no misstatements, except fraudulent misstatements, made by such insured person in his or her application will be used to void coverage and to deny a claim for a loss that begins after the two year period.

GRACE PERIOD: Unless the Company has told the policyholder that the policy will end, a grace period of 31 days will be allowed. If the premium is not paid by the premium due date, it may be paid during the 31 day period immediately after the premium due date. This does not apply to the first premium.

PAYMENT OF CLAIMS: Benefits provided by the policy will be paid to you if living; or to the beneficiary determined in accordance with Part VII of the policy, entitled "Beneficiary;" or as otherwise directed by the beneficiary.

FACILITY OF PAYMENT: If the benefits provided by the policy are payable to your estate or to a beneficiary who is a minor or otherwise not legally competent to give a valid release, the Company may pay up to \$500.00 to any person related to you by blood or marriage. Any payment made in good faith will fully release the Company to the limit of the payment.

PHYSICAL EXAMINATIONS AND AUTOPSY: The Company at its own expense will have the right and opportunity to have you examined as often as reasonably necessary while your total disability claim is pending. If you fail to be examined medically when required, no further benefit will be provided for that loss.

The Company may have an autopsy made at its own expense unless forbidden by law.

ASSIGNMENT: With the consent of the Company, the policy may be assigned. The Company assumes no liability for the validity of any assignment.

NONPARTICIPATION: The policy will not share in any surplus earnings of the Company.

MISSTATEMENT OF AGE: If an insured person's age has been misstated, benefits payable for such insured person will be what the premium paid would have purchased at his or her correct age. This benefit will be subject to the applicable policy maximums.

CONFORMITY WITH STATE STATUTES: Any provision of the policy that is in conflict with the laws of the state where the policyholder is located on its effective date is amended to conform to minimum requirements.

INSPECTION OF POLICY: The policy is in the possession of the policyholder and may be inspected by you at its office anytime during business hours.

AMENDMENT NO. 14

TO BE ATTACHED TO AND MADE A PART OF THE CERTIFICATE

ISSUED TO: St. Louis Public Schools

It is agreed that the above Certificate be amended, effective 11/01/2008 as follows;

It is hereby agreed that the Certificate is amended to provide an additional provision to "PART IV – CONTINUATION OF LIFE INSURANCE BENEFIT DURING TOTAL DISABILITY".

C. RULES FOR FILING A CLAIM

You must tell us about a waiver of premium claim within (30) days after the end of the waiting period. If you cannot tell us within (30) days, you must tell us as soon after that as he or she can. You must submit claims to us at our Office. If the Company does not send the claim form within (15) days, you can simply send us written proof of total disability. That proof must show the date and the cause of your disability and how serious it is, and it must be signed by a doctor. The Company can require that you send us additional proof at reasonable intervals during your total disability. Unless you have been legally incapable of filing the proof of your total disability, we won't accept it if it is filed after (12) months from the date it should have been filed.

The provisions and conditions set forth on any page heretofore a part of this amendment as fully as if recited over the signature hereto affixed. Nothing contained in this amendment shall change any of the terms and conditions of this certificate other than as herein stated.

Executed by the Company on January 1, 2000.

MADISON NATIONAL LIFE INSURANCE COMPANY



By: _____
Officer of the Company

ACCELERATED DEATH BENEFITS RIDER

This provision becomes effective on 11/01/2008.

If you are covered for "Employee Only Life Insurance Coverage," you may elect to receive accelerated benefits on a specified portion of the life insurance benefits otherwise payable at your death.

1. You may elect this benefit option only once in your lifetime while remaining covered under the plan.
2. Accelerated benefits will not be available if you have any portion of your life insurance benefits or ownership rights thereof absolutely or irrevocably assigned or transferred, or have made an irrevocable beneficiary designation.
3. You may elect to receive as the accelerated benefit 50% of the amount of your basic group term life insurance in effect on the acceleration date, but not to exceed \$50,000. The amount payable is equal to the accelerated benefit less any amounts charged for an investment loss (interest) and administrative fees. A minimum payment of \$5,000 is required under this election. The payment will be made in one lump sum to you or to the payee you appropriately assign.
4. No payment will be made under this election unless and until we receive and approved of all of the following:
 - a. your signed and notarized election of this option on a form furnished by us;
 - b. signed and witnessed written statements of all revocable beneficiaries and assignees consenting to your election of this option;
 - c. proof satisfactory to the company from a licensed attending physician other than yourself or a member of your election of this option;
 - i) you have been diagnosed as having a terminal illness as defined below;
and
 - ii) you are of sound mind and under no constraint or undue influence.

We may require a second opinion and examination of you condition at our own expense by a physician of our choice.

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5. Payment of the accelerated benefit will reduce correspondingly the face amount of your basic life insurance benefits. This will result in reduced life insurance proceeds payable to your beneficiary(ies) at your death.
6. Our approval or payment of the accelerated benefit does not operate to waive the required monthly premium payment for your remaining life insurance, accidental death and dismemberment, and any other insurance coverages.

Payment of the accelerated benefit will not effect the amount of, or change an existing beneficiary designation for, the accidental death and dismemberment insurance benefit, if any, in effect and kept in force under the plan.

7. Your election together with our payment of the accelerated benefit constitute a valid and effective beneficiary designation change, but only with respect to the life insurance benefits, and only to the extent affected by the accelerated benefit payment, the interest and fees charge thereon.
8. Payment of the accelerated benefit will be exempt from the claims of creditors and from legal process to the extent permitted by law.
9. All other provisions of the plan, including the effective date provisions of any benefit increases and the provisions on benefit reductions because of amendments to the plan or benefit classification changes or your attained age, remain valid and in effect. Any such life insurance benefit reduction will be calculated based on your life insurance amount in effect immediately before the accelerated benefit payment.

Definitions

As used in this provision:

“Terminal illness” means a medical condition for which there is no known medical treatment that would extend a patient’s life and which could be expected in at least 80% of cases to result in death within 12 to 24 months or less.

MADISON NATIONAL LIFE INSURANCE COMPANY

Long-Term Care Insurance Endorsement

Employer Effective Date:	11/01/2008
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To the extent provided in this endorsement, an Insured who is covered for “Group Term Life Insurance” may be eligible to receive a Comprehensive Long-Term Care Insurance Policy without evidence of insurability. Benefits for this coverage will be as stated in the individual policy.

1. An Insured will be eligible if:
 - a. He or she is Actively at Work on his or her retirement date; and
 - b. He or she is retiring by virtue of having satisfied the normal attained age or service requirement under the Employer’s retirement plan.
2. An eligible Insured, within 30 days of his or her retirement, will receive:
 - a. a Comprehensive Long-Term Care Insurance Policy;
 - b. an Outline of Coverage; and
 - c. a Long-Term Care Shopper’s Guide.
3. The policy will be provided at no cost to the Insured during the first 90 days following its effective date. Thereafter, the Insured may continue his or her policy in force by paying required premiums when due.

This endorsement does not affect in any way an Insured’s “Group Term Life Insurance” and resultant benefits under his or her “Group Term Life Insurance.”

Definitions: As used in this Endorsement:

“Insured” means the same as it is defined in the “Group Term Life Insurance Policy”.

“Comprehensive Long-Term Care Insurance Policy” means an individual contract of insurance that will be issued to each Insured. Such policy provides reimbursement for services that are required by people who are functionally or cognitively disabled due to sickness, injury, illness or aging. These services may be provided in a variety of care settings, including an Insured’s home.

For service and claim information, contact...

NATIONAL INSURANCE SERVICES

250 S. Executive Drive
Brookfield, WI 53005
(262) 785-9995
Toll Free 1-800-627-3660

UNDERWRITTEN BY:

***MADISON NATIONAL LIFE
INSURANCE COMPANY, INC.***

Mailing Address P.O. Box 5008 Madison, WI 53705

