



3M Basic Life and AD&D Insurance Plan

Effective January 1, 2019

Summary Plan Description

BLIFE-2019

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Introduction

Overview

This document, together with the attached insurance certificate, is the summary plan description (“SPD” or “Summary”) for the 3M Basic Life Insurance Plan (“Plan”). Plan benefits are provided under an insurance arrangement with Securian Life Insurance Company (“Insurer”), and a description of the benefits, including information about eligibility, is set forth in the insurance certificate issued by the Insurer. You must read the insurance certificate to understand your benefits. If the insurance certificate is not attached to this document, the Summary is not complete, and you should contact the Plan Administrator for a complete copy.

This document provides you with information that may not be included in the attached insurance certificate. However, this document is not intended to give you any substantive rights to benefits that are not provided in the attached insurance certificate.

The official terms of the Plan are contained in the plan document for the Plan. If there are any differences or disagreements between this Summary and the plan document, the plan document will control.

To fully understand your benefits, it is important that you read this entire Summary carefully. You should keep this Summary for future reference. Share this Summary with your family, particularly any dependents covered under this Plan and make sure they have read it along with yourself and understand it and your responsibilities. One of your responsibilities is to timely provide any required notice or information as described in this Summary and other benefit communications. Another responsibility is to make sure 3M has your current mailing address and to timely notify 3M of any change in your address. Failure to follow the terms of the Plan or satisfy any Plan requirements can result in delay, reduction, denial or termination of coverage and benefits.

Neither the receipt of this Summary nor its use of the term “you” indicate that you are eligible to participate in the Plan or receive benefits under the Plan. Only those individuals who satisfy the eligibility requirements and other criteria contained in the Plan are eligible to participate in the Plan. Further, participation in the Plan is not a guarantee of benefits under the Plan.

The information in this Summary may not be relied on as tax advice for any purpose. 3M does not guarantee any specific tax consequences. Ultimately, it is your responsibility to determine whether coverage and benefits provided under this Plan are excludable for tax purposes. For information on how applicable tax law may apply to your personal situation, consult your own qualified tax advisor.

Neither the terms of the Plan nor the benefits provided under the Plan shall be a term of employment of any individual. This Summary and the Plan shall not be deemed an employment contract. Participation in the Plan does not constitute a guarantee of employment.

Customer Service

Your Customer Service Contact Information

| Who | Contact Information |
|----------------------------------|--|
| Insurer | Securian Life Insurance Company |
| Customer Service | <p>(866) 219-5372 (toll free)</p> <p>Hours Available - Customer Service Monday through Friday: 7:00 a.m. to 7:00 p.m. Central Standard Time (CST)</p> <p>Hours are subject to change without prior notice.</p> |
| Mailing Address | <p>Securian Life Insurance Company 400 Robert St. No. St. Paul, MN 55101-2098</p> |
| General Questions | |
| Eligibility and Enrollment | <p>3M FIRST Line Center 4 Overlook Point Lincolnshire, IL 60069-4302 (888) 611-5500 (toll free) (847) 883-0483 (outside the United States and Canada) Fax: (847) 883-9313</p> <p>Hours Available Monday through Friday: 8:00 a.m. to 6:00 p.m. CST</p> <p>Website From 3M Go (work): Click 3M Go > Resource Centers > Life & Career > Pay, Benefits & Retirement > Benefits Enrollment and Benefits Changes > Your Benefits Rewards™</p> <p>From the Internet (home): digital.alight.com/3M</p> |
| General Human Resource Questions | <p>North America HR Service Center (877) 473-6394 (toll free) (651) 575-5000 (Twin Cities) hrhelpamericas@mmm.com</p> <p>Hours Available Monday through Friday: 7:00 a.m. to 4:00 p.m. CST</p> |

Eligibility & Benefits

Eligibility

Information regarding eligibility to participate in the Plan, along with information about how certain events can impact eligibility and loss of eligibility, is contained ***in the attached insurance certificate***. In all events, you must be classified by a Participating Employer (meaning 3M or a 3M affiliate participating in the Plan) as a common law employee for tax purposes to be eligible to participate in the Plan.

Regardless if you otherwise satisfy the eligibility requirements, you are not eligible to participate in the Plan if you are classified or treated by a Participating Employer as:

- Subject to a collective bargaining agreement, unless and to the extent that the agreement provides for your participation;
- A temporary employee;
- A person who is not a common law employee (including without limitation a leased employee, independent contractor, contingent worker, service worker, consultant, contract worker, agency worker, or freelance worker), regardless of your actual legal status; or
- Covered by a contract or other written agreement that provides you are not eligible for benefits under the Plan.

The classification of an individual by a Participating Employer is conclusive and binding for purposes of determining eligibility to participate in this Plan and shall be made solely in the discretion of the Participating Employer. No reclassification or determination of a person's status with a Participating Employer, for any reason, without regard to whether it is initiated by a court, governmental agency or otherwise and without regard to whether or not the Participating Employer agrees to such reclassification or determination, shall make the person retroactively or prospectively eligible for benefits. However, the Participating Employer, in its sole discretion, may reclassify a person as benefits eligible on a prospective basis. Any uncertainty regarding an individual's classification will be resolved by excluding the person from eligibility.

Pre-Tax Premium Payment Rules

If you earn less than \$50,000, you can purchase a \$50,000 insurance benefit but must pay the premiums to purchase the benefit amount above the benefit, equal to one times your Planned Total Cash Compensation. 3M allows you to pay these premiums with before-tax dollars, except for Puerto Rico employees who pay with after-tax dollars. If you earn more than \$50,000, you can elect an insurance benefit equal to \$50,000 instead of one times your Planned Total Cash Compensation to avoid having additional taxable income imputed to you.

Because you pay for your benefits on a pre-tax basis, once your benefit elections become effective, you may not change them during the plan year, unless you experience a qualifying status change event and the change you want to make is consistent with that event. Read the description for the premium payment in the Premium Payment Feature for more information about when and how you can make a change to your benefit elections.

Benefits

Information about the benefits provided under the Plan, along with information about limitations, restrictions and how certain circumstances may affect benefits, is contained ***in the attached insurance certificate***.

Claims Procedures

Presenting a Claim for Benefits

Contact your Plan Administrator if you have any questions or need claim forms. Read the instructions on those forms carefully and be sure all the questions are answered and that you include any required attachments when the completed forms are returned. After your claim has been processed by 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.

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

In order to receive benefits under the Plan, you must comply with procedures and requirements prescribed by the Insurer. Refer to the insurance certificate for more information. If you do not file a claim or follow the procedures, you are giving up important legal rights. Before commencing legal action to recover benefits, or to enforce or clarify rights, you must completely exhaust the Plan's claim procedure

Claim Determination

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

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

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

Appealing the Denial of a Claim

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

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

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

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

Written notification of the Plan's decision on an appeal shall be provided to the claimant and will include the following:

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

Legal Action Following Appeal

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

Employee Retirement Income Security Act (ERISA) Statement of Rights

About Your ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants will be entitled to the information as described in this section:

Receive Information About Your Plan and Benefits

ERISA provides that all Plan participants will be entitled to:

- Examine without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA) at:

Public Disclosure Room
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W., Room N 15
Washington, D.C. 20210
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description (SPD). 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.

Prudent Actions by Plan Fiduciaries

In addition to creating certain 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.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance:

- If you request a copy of Plan Documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a 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 after exhausting the Plan's claim and appeal procedure.
- In addition, if you should disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.
- If it should happen that the 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.
- If you file suit against the Plan, 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 these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

Assistance With Your Questions

If you have any questions about the Plan, 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, 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
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by:

- Contacting the publications hotline of the EBSA at (866) 444-3272;
- Logging on to the Internet at **dol.gov/ebsa**; or
- Contacting the EBSA field office nearest you.

Important Plan Information

Plan Administrator

The Plan Administrator has the discretionary power and authority to:

- Control and manage the operation of the Plan;
- Prescribe applicable Plan procedures;
- Make all decisions and determinations with respect to the Plan; and
- Interpret and apply the terms of the Plan.

This discretionary power and authority includes, without limitation:

- Determining all factual and legal questions;
- Interpreting any ambiguous or unclear terms in the Plan and the underlying documents;
- Deciding eligibility for coverage and eligibility for benefits; and
- Establishing rules to carry out the administration of the Plan.

All determinations, interpretations, rules and decisions of the Plan Administrator will be made, in its sole discretion, and will be final, conclusive and binding as to all parties. In any legal action, all explicit and all implicit determinations by the Plan Administrator shall be afforded the maximum deference permitted by law. The Plan Administrator may delegate all or a portion of its powers, authority, responsibilities, discretion and rights under the Plan to an individual, entity or committee. Any delegation may, if specifically stated, allow further delegation by the individual, entity or committee to whom the delegation has been made.

The Plan Administrator reserves the right to correct any errors, defects, inconsistencies and omissions that may occur in the administration of the Plan as the Plan Administrator, in its discretion, determines appropriate. This includes reducing or eliminating benefits under the Plan, and such correction shall be final and binding on all persons. Subject to any delegation of authority, the Plan Administrator shall be the named fiduciary for the purposes of the Employee Retirement Income Security Act of 1974 (ERISA).

Insurer

Benefits under the Plan are provided through an insurance contract with Securian Life Insurance Company. The Insurer has:

- The authority to make benefit determinations under the Plan and direct payments with respect to the Plan; and
- Such other responsibility and authority as delegated by the Plan Administrator.

Enrollment Administrator

The Plan Administrator has contracted with the Enrollment Administrator to assist with enrollment of individuals in the Plan and to make enrollment determinations. The Enrollment Administrator has:

- The authority to make enrollment determinations under the Plan; and
- Other responsibilities and authority as delegated by the Plan Administrator.

Benefit Determinations

The Plan Administrator delegates its full and final discretionary power and authority with respect to benefit determinations to the Insurer. This power and authority includes, without limitation:

- Determining all factual and legal questions;
- Interpreting any ambiguous or unclear terms in the Plan and the underlying documents;
- Determining the amount of benefits, if any, to which an individual is entitled to under the Plan;
- Deciding the manner and terms of payment;
- Prescribing forms to be used and procedures to be followed in applying for benefits and appealing any adverse benefit decision under the Plan; and
- Deciding all claims for benefits, adverse benefit determinations and appeals.

The Insurer has discretionary authority to grant or deny benefits under the Plan. Benefits under the Plan shall only be paid if the Insurer decides, in its discretion, that an individual is entitled to them. With respect to benefit determinations, all determinations, interpretations, rules and decisions of the Insurer shall be final, conclusive and binding as to all parties. This delegation of authority shall not, however, apply to determinations pertaining to eligibility to participate in the Plan, which shall remain with the Plan Administrator. With respect to its delegated authority, the Insurer is a named fiduciary under the Plan.

Amendment or Termination

3M reserves the right to modify, amend or terminate the Plan, in whole or in part, at any time and in any respect and for any reason and either prospectively or retroactively or both. 3M's right to amend or terminate the Plan includes, without limitation:

- Changes in the eligibility requirements;
- Cost-sharing and funding arrangements; and
- Benefits provided and termination of all or a portion of the coverage provided under the Plan.

No oral statements or representations can amend the Plan. 3M makes no promise to continue the Plan or the benefits offered under the Plan in the future, and individuals have no vested right to the Plan or the benefits offered under the Plan.

Benefit Adjustments

The Plan Administrator, in its discretion, may restrict enrollment and/or adjust an individual's benefits to enable the Plan to comply with requirements imposed by the law or required to comply with nondiscrimination provisions of an applicable law, including without limitation ERISA or the Internal Revenue Code. In addition, all benefits payable under the Plan are subject to off-set for any debts owed by an individual to the Plan or 3M to the extent permitted by law as well as for any reimbursement rights the Plan has against the individual or a third party.

Recovery of Overpayment

If a benefit payment to you or on your behalf exceeds for any reason the benefit amount you are entitled to receive in accordance with the terms of the Plan, the Plan Administrator has the right to require the return of the overpayment on request, and upon request you must immediately refund the overpayment as well as help the Plan Administrator obtain the refund of the overpayment from another person or entity.

The Plan Administrator's right to recover overpayments applies regardless of the cause, nature or source of the overpayments, and includes any overpayment resulting from retroactive awards received from any source, fraud or any error made in processing your claim. The Plan Administrator also has the right, at its option, to recover the overpayment by reducing or offsetting against any future benefit payments. Such rights do not affect any other right of recovery the Plan Administrator may have with respect to such overpayment. In addition, the Plan Administrator reserves the right to obtain the overpayment by any other method permitted by the law. The Plan Administrator will determine, in its sole discretion, the method by which the repayment of the overpayment shall be made. Failure to repay an overpayment and cooperate with the Plan Administrator in collecting an overpayment may result in loss of coverage under the Plan.

Misconduct

The Plan Administrator reserves the right to terminate coverage under the Plan for an individual and that individual's dependents if it determines that an individual:

- Engaged in fraud or made misrepresentations with respect to the Plan;
- Engaged in illegal behavior in connection with the Plan;
- Failed to provide requested information or sign any required documentation;
- Failed to cooperate with 3M or the Plan; or
- Engaged in behavior determined by the Plan Administrator to be detrimental or adverse to the Plan.

In the case of fraud or an intentional misrepresentation of a material fact, the Plan Administrator reserves the right to rescind coverage and deny claim payments retroactively as well as recover any and all benefit payments already made.

3M also reserves the right to take disciplinary action and all other civil and criminal recourse for such actions.

Right to Information

The Plan Administrator or Insurer has the right to require any person claiming eligibility to participate in, or benefits under, the Plan to:

- Furnish any information or documentation it determines necessary;
- Certify or sign an affidavit attesting to certain facts; and
- Undertake a medical examination or an autopsy in the case of death.

These rights are in addition to, not in lieu of, any rights of the Plan Administrator or Insurer set forth in this Summary.

Individual Contributions

3M determines the amount and manner an individual is charged for coverage under the Plan. Individuals are not entitled to any refunds, rebates, discounts or other arrangements based on the actual cost of providing benefits under the Plan. 3M has complete discretion to apply any payments received from an Insurer, including premium rebates based on experience, dividends, settlements and proceeds from demutualization to reduce its contributions to the Plan.

Funding

The Plan is fully-insured. Benefits are provided under a group insurance contract entered into between 3M and Securian Life Insurance Company. The premiums for the insurance policy are paid by employer contributions from the general assets of 3M and employee contributions.

You and any beneficiaries are not entitled to any refunds, rebates, discounts or other arrangements based on the actual cost of providing benefits under the Plan. The Plan Administrator has complete discretion to apply any payments received from an Insurer, including premium rebate based on experience and dividends, to reduce its contributions to the Plan to the greatest extent permitted by law.

Plan Expenses

3M may pay the expenses of administering the Plan.

Governing Law

The Plan shall be construed in accordance with:

- The applicable provisions of ERISA and the Internal Revenue Code; and
- To the extent not preempted by federal law, the laws of the State of Minnesota.

Any litigation commenced or arising in connection with the Plan shall be commenced and venued exclusively in the United States District Court for the District of Minnesota.

Satisfaction of Claims

Any payment to or for the benefit of any individual, legal representative or person chosen in accordance with the provisions of the Plan shall, to the extent of the payment, be in full satisfaction of all claims against the Plan and 3M, either of which may require the payee to execute a receipted release as a condition precedent to the payment.

General Plan Information

Participating Employers

In addition to 3M, Participating Employers include any 3M affiliate that adopts this Plan if such adoption is approved by 3M and reflected on the list of Participating Employers. The list of Participating Employers may be amended from time to time.

| Plan Feature | Plan Details |
|---|--|
| Plan Name | 3M Basic Life and Accidental Death and Dismemberment Insurance Plan, a component program of the 3M Employee Welfare Benefit Plan |
| Type of Plan | The Plan is a welfare benefit plan. |
| Plan Year | The Plan Year is the calendar year beginning each January 1 and ending each December 31. |
| Plan Number | 560 |
| Policy Number | 34251-G |
| Employer/Plan Sponsor | 3M Company 3M Center 224-2W-15 St. Paul, MN 55144 (877) 473-6394 (toll free) (651) 575-5000 (Twin Cities) |
| Participating Employers | Contact the Plan Administrator to obtain a list of Participating Employers. |
| Plan Sponsor's Employer Identification Number | 41-0417775 |
| Plan Administrator | 3M's Director, Total Rewards Program Management (or his or her successor) Total Rewards Program Management 3M Company 3M Center 224-2W-15 St. Paul, MN 55144-1000 (877) 473-6394 (toll free) (651) 575-5000 (Twin Cities) |
| Enrollment Administrator | Alight 3M FIRST Line Center 4 Overlook Point Lincolnshire, IL 60069-4302 (888) 611-5500 (toll free) |
| Insurer for the Plan | Securian Life Insurance Company 400 Robert St. No. St. Paul, MN 55101-2098 (866) 219-5372 (toll free) |
| Agent for Services of Legal Process | The Secretary 3M Company 3M Center St. Paul, MN 55144-1000 Service of legal process may also be made upon the Plan Administrator. |

Certificate of Insurance

Employee Group Term Life Certificate of Insurance

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



Class 1: Non Union
Class 2: U.S. Executives


Effective October 1, 2016

POLICYHOLDER: 3M Company
POLICY NUMBER: 70026

Read Your Certificate Carefully

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

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


Secretary



President

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GROUP TERM LIFE CERTIFICATE OF INSURANCE

Certificate Specifications Page

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



GENERAL INFORMATION

POLICYHOLDER: 3M Company

POLICY NUMBER: 70026

AFFILIATED 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 Minnesota.

POLICY EFFECTIVE DATE: July 1, 2015. This specifications page represents the plan in effect as of October 1, 2016.

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

GROUP: The group is composed of all regular full-time and part-time employees of the policyholder and its affiliated companies in the following class:

Class 1 Active U.S. Non-Union employees

Class 2 U.S. Executives (eligibility as reported by the policyholder to Securian)

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

WAITING PERIOD: None

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

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

| <u>Eligible Class</u> | <u>Amount of Basic Life Insurance</u> |
|-----------------------|---|
| Classes 1 and 2 | Option 1: One times Planned Total Cash Compensation, rounded to the nearest \$1.00, to a maximum of \$1,000,000 |
| | Option 2: \$50,000 |

Executive Basic Life Insurance

| <u>Eligible Class</u> | <u>Amount of Basic Life Insurance</u> |
|-----------------------|--|
| Class 2 | Two times annual earnings, rounded to the nearest \$1.00, to a maximum of \$3,000,000 (when combined with basic life insurance). |

An employee who would otherwise be eligible for an amount of Executive Basic Life Insurance may elect to opt out of the amount as shown above. Should an employee opt out of this election and at a later date request to become insured for Executive Basic Life Insurance, then evidence of insurability will be required to obtain such coverage.

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

Basic AD&D Insurance

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

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance with one exception: An employee whose Planned Total Cash Compensation is less than \$50,000 and who elects Option 2 must pay a portion of the cost of the basic insurance; executive basic insurance is noncontributory.

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. This includes an employee choosing to switch from Option 1 to Option 2 or vice versa.

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

Increases and decreases due to a change in eligible class or earnings will become effective the date of the change in eligible class or earnings. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings. All increases are subject to the actively at work requirement with the exception of increases due solely to an increase in earnings.

ADDITIONAL INFORMATION

EVIDENCE OF INSURABILITY:

Evidence of insurability is not required for any insurance under this certificate.

CERTIFICATE SUPPLEMENTS (found later in this document):

Accelerated Benefits

Accidental Death and Dismemberment

Portability

For the AD&D exclusions list, please see the Certificate Endorsement attached at the end of this certificate.

Definitions

application

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

affiliated 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

Planned amount base plus planned variable pay as of the date of death or dismemberment. Variable pay may include on or more of the following: Sales Incentive, Management Objective, or Annual Incentive Plan (AIP). Planned Total Cash Compensation does not include overtime pay, shift premium, team/plan-based incentive, or pro-share or gain share payments.

employee

You are eligible to participate in the Plan only if you are classified by a Participating Employer (meaning 3M or a 3M affiliate participating in the Plan) on both payroll and personnel records as a regular full or part-time U.S. employee of a Participating Employer and a common law employee for employment purposes. You must also be a citizen or permanent legal resident of the United States or one of its territories in order to participate.

Regardless if you otherwise satisfy the eligibility requirements above, you are not eligible to participate in the plan if you are classified by a Participating Employer as:

- (1) Subject to a collective bargaining agreement, unless and to the extent that the agreement provides for your participation;
- (2) A temporary employee;
- (3) A person who is not a common law employee (including without limitation a leased employee, independent contractor, contingent worker, service worker, consultant, contract worker, agency worker, freelance worker), regardless of your actual legal status;
- (4) Covered by a contract or other written agreement that provides you are not eligible for the Plan or employee benefits.

An individual who becomes a regular full or part-time employee of a Participating Employer as a result of an acquisition, merger, consolidation or other similar transaction is not eligible to participate in the Plan unless the Plan Administrator declares such employee to be eligible.

The classification of an individual by a Participating Employer is conclusive and binding for purposes of determining eligibility to participate in this Plan and shall be made solely in the discretion of the Participating Employer. No reclassification or determination of a person's status with a Participating Employer, for any reason, without regard to whether it is initiated by a court, governmental agency or otherwise and without regard to whether or not the Participating Employer agrees to such reclassification or determination, shall make the person retroactively or prospectively eligible for benefits. However, the Participating Employer, in its sole discretion, may reclassify a person as benefits eligible on a prospective basis. Any uncertainty regarding an individual's classification will be resolved by excluding the person from eligibility.

employer

The policyholder or any designated associated companies.

evidence of insurability

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

insured

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

non-work day

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

Non-work day does not include time while on 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.

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 retired employees eligible for insurance?

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

What is the actively at work requirement?

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

place of business, or at other places the employer's business requires you to travel.

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

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

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

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

When will we require evidence of insurability?

The specifications page describes when evidence of insurability is required.

When does insurance become effective?

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

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

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

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

- (1) If you are on a Family Medical Leave, Unpaid Medical Leave or Sickness and Accident Leave of absence, insurance cannot be continued beyond the later of 12 months from the last day you were actively at work or attained age 65; or

- (2) If you are on a Military Leave insurance cannot be continued beyond five years; or
- (3) If you are on a Long Term Disability Leave insurance cannot be continued beyond the end of the month during which the employee attains age 65, if he or she becomes disabled before his or her 60th birthday, or the end of the month during which the employee has been approved for Long Term Disability for 5 years, if the employee becomes disabled on or after his or her 60th birthday.

Coverage during a leave of absence and upon return from a leave of absence shall meet all state and federal requirements. The above limits will be expanded if necessary in order to meet such requirements.

Premiums

When and how often are your premium contributions due?

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

How is the premium determined?

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

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

Death Benefit

What is the amount of the death benefit?

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

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

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

When will the death benefit be payable?

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

office. The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary.

To whom will we pay the death benefit?

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

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

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

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

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

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

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

Termination

When does your coverage terminate?

Your coverage ends on the earliest of the following:

- (1) the date the group policy ends; or
- (2) the date you no longer meet the eligibility requirements; or
- (3) the date the group policy is amended so you are no longer eligible; or
- (4) 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.

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) 60 days after we provide the policyholder with notice of our intent to terminate the group policy. We will provide the policyholder with at least 60 days advance notice of our intent to terminate the policy due to nonpayment of premiums.

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 60 days after the date your group insurance terminates. No evidence of insurability will be required.

How is the premium for the individual policy determined?

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

When is the individual policy effective?

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

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

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

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

Additional Information

What if your age has been misstated?

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

Is there any cash value to this coverage?

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

Can your insurance coverage be contested?

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

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

Who is the owner of this coverage?

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

Can your insurance be assigned?

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

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

Can a change in ownership for a certificate be requested?

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

Is the policyholder required to maintain records?

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

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

Will the provisions of this certificate conform with state law?

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

What is the policy interpretation right and authority?

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

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

Accelerated Benefits Certificate Supplement

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



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

General Information

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

What does this supplement provide?

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

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of 12 months or less. We must be given medical evidence in substance and in form that satisfies us that you have 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, 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.

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 75% of your amount of life insurance.

Is a partial accelerated benefit available?

Yes. You may choose to accelerate only a portion of your 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 you cannot exceed 75% of your amount of life insurance prior to the first acceleration. We may ask for further evidence satisfactory to us in substance and in form that you meet 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 you meet 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 your coverage of the receipt of an accelerated benefit?

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 your coverage under this supplement terminate?

Your accelerated benefits coverage terminates on the earliest of:

- (1) the date you are 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 you medically examined at our expense to verify your medical condition. We may do this as often as reasonably required while an accelerated benefit is being considered or paid.


Secretary


President

Accidental Death and Dismemberment Certificate Supplement

Securian Life Insurance Company

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



General Information

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

What does this supplement provide?

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

Who is eligible for insurance under this supplement?

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

When does insurance under this supplement become effective?

Insurance becomes effective on the date that you become insured for life insurance under the certificate.

Accidental Death and Dismemberment (AD&D) Benefit

What does accidental death or dismemberment by accidental injury mean?

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

- (1) self-inflicted injury, self-destruction, or autoeroticism, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or

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

What is the amount of the accidental death and dismemberment benefit?

The amount of the benefit shall be a percentage of the amount of insurance shown on the specifications page. The percentage is determined by the type of loss as shown in the following table:

| TYPE OF LOSS | PERCENT OF AMOUNT OF INSURANCE |
|---------------------------------------|-----------------------------------|
| Life | 100% |
| Both Hands or Both Feet | 100% |
| Sight of Both Eyes | 100% |
| Speech and Hearing in Both Ears | 100% |
| One Hand and One Foot | 100% |
| One Foot and Sight of One Eye | 100% |
| One Hand and Sight of One Eye | 100% |
| Quadriplegia | 100% |
| Paraplegia | 75% |
| Sight of One Eye | 50% |
| Speech or Hearing in Both Ears | 50% |
| One Hand or One Foot | 50% |

| | |
|--|-----|
| Hemiplegia | 50% |
| Thumb and Index Finger of One Hand | 25% |

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

Quadruplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet). Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident (the largest benefit of these overlapping losses only will be paid). Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of AD&D insurance payable under this supplement for any one accident, not including any amount paid according to the terms of the Additional Benefits section of this supplement, will never exceed the full amount of your AD&D insurance.

When will the accidental death and dismemberment benefit be payable?

We will pay the AD&D benefit upon receipt at our home office of written proof satisfactory to us as to both substance and form that you died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office. The benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary.

To whom do we pay the benefit?

In the case of your accidental death, we will pay the accidental death benefit to the person or persons entitled to receive your death benefit under the terms of the group policy. The benefit for other losses sustained by you will be paid to you, if living, otherwise to your estate.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the AD&D benefits. Additional benefits are paid in addition to any

AD&D benefits described in the Accidental Death and Dismemberment section, unless otherwise stated. All provisions of this supplement, including but not limited to the exclusions and requirements listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

Air Bag Benefit

What is the air bag benefit?

If you die as a result of a covered accident which occurs while you are driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of \$40,000 or 15% of your amount of AD&D insurance.

In order to be eligible for this benefit, the following must apply:

- (1) the seat in which you were seated was equipped with a properly installed airbag at the time of the accident; and
- (2) the private passenger car is equipped with seatbelts; and
- (3) a seatbelt was in proper use by you at the time of the accident as certified in the official accident report or by the investigating officer; and
- (4) a seatbelt benefit is payable under this supplement; and
- (5) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Airbag means a passive restraint device in a vehicle which inflates upon collision to protect an individual from injury or death.

Seatbelt means a properly installed seatbelt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV) that is not licensed commercially or being used for racing, acrobatic or stunt driving.

Child Care Benefit

What is the child care benefit?

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

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

- (1) 3% of your amount of AD&D insurance; or
- (2) \$2,000; or

- (3) actual incurred child care expenses.

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

Coma Benefit

What is the coma benefit?

If you lapse into a coma as a result of and within 365 days of a covered accidental injury, and such coma has lasted for a minimum of 30 days, we will pay an additional monthly benefit equal to 2% of your amount of AD&D insurance.

This benefit will be paid monthly until the earlier of the following:

- (1) the date you recover such that you are no longer in a coma as defined herein; or
- (2) after 12 monthly benefits have been paid.

Coma means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. You must be confined in a medical facility and diagnosed as comatose by a licensed physician.

Dependent Child Education Benefit

What is the dependent child education benefit?

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

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

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) 5% of your amount of insurance; or
- (3) \$3,000.

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

Disappearance Benefit

What is the disappearance benefit?

If your body has not been found after one year from the date the conveyance in which you were traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the policy and proof satisfactory to us that the accident occurred and you were a passenger on the conveyance, that you have died as a result of an accidental injury which was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this supplement.

Exposure Benefit

What is the exposure benefit?

A loss due to exposure to the elements will be covered as if it were due to injury, provided such loss results from unavoidable exposure to the elements by reason of a covered accident.

Felonious Assault Benefit

What is the felonious assault benefit?

If you die or suffer a covered dismemberment as a result of a covered accident caused by a felonious assault, we will pay an additional benefit equal to the amount otherwise payable for the death or dismemberment up to a maximum of \$10,000.

A felonious assault is a physical assault by another person resulting in bodily harm to you. The assault must take place while you are performing your customary duties at the employer's normal place of business or at other places the employer's business requires the insured employee to travel. The assault must involve the use of force or violence with intent to cause harm and must be either a felony or a misdemeanor.

No benefit is payable if the assault is a result of a moving violation or is committed by an immediate family member or a coworker. Immediate family members are your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and the spouses of such individuals.

A moving violation is any violation of the law, committed by the driver of a vehicle, while it is in motion.

Repatriation Benefit

What is the repatriation benefit?

If, as a result of a covered accident, you die at least 75 miles from your principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of 2% of your amount of insurance or \$2,000.

Seatbelt Benefit

What is the seatbelt benefit?

If you die as a result of a covered accident which occurs while you are driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of:

- (1) \$25,000; or
- (2) 10% your amount of AD&D insurance.

In order to be eligible for this benefit, the following must apply:

- (1) the private passenger car was equipped with seatbelts; and
- (2) a seatbelt was in proper use by you at the time of the accident as certified in the official accident report or by the investigating officer; and
- (3) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Seatbelt means a properly installed seatbelt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV) that is not licensed commercially or being used for racing, acrobatic or stunt driving.

Termination

When does your coverage under this supplement terminate?

Your coverage ends on the earliest of:

- (1) the date you are no longer covered for life insurance under the group policy; or
- (2) 60 days (the grace period) after the due date of any premium contribution which is not paid; or
- (3) the date this supplement terminates.

When does this supplement terminate?

This supplement will terminate on the earlier of:

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

Additional Information

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

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



Secretary



President

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 you no longer meet the eligibility requirements of the certificate, except as provided for herein.

To continue insurance, you must make a written request and make the first premium payment within 60 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 your portability date and you are then considered to have portability status.

Who is eligible to continue insurance under this supplement?

You are eligible to continue group life insurance under the terms of this supplement if you no longer meet the eligibility requirements of the certificate due to any of the following:

- (1) you terminate employment, including retirement; or
- (2) you are no longer in a class eligible for insurance or are on a leave; 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.

You will not be eligible to request coverage under this supplement if you:

- (1) have attained the age of 80; or
- (2) have converted your insurance to an individual life policy under the terms of the certificate's conversion right section; or
- (3) lose 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 you move from an active class to a retiree class, you 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?

Only non-contributory insurance may be continued under this supplement. You may also continue coverage under all certificate supplements which apply to your non-contributory insurance and by which you were insured immediately preceding your portability date, except the Accidental Death and Dismemberment Certificate Supplement, which shall terminate upon porting.

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 your life under this supplement is \$10,000.

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 for you while under age 65 on your portability date, but not more than \$1,000,000. However, if you are age 65 or older but less than age 70 on your portability date, the amount will not be more than 65% of the amount in force on your portability date, subject to a maximum of \$650,000.

If you are age 70 or older but less than age 80 on your portability date, the amount will not be more than 50% of the amount in force on your portability date, subject to a maximum of \$500,000.

All maximums are based on the combined amount of insurance under all policies issued to the policyholder.

Will the amount of insurance continued under this supplement change?

Yes. When you attain age 65, the amount of insurance on your life continued under this supplement will reduce to 65% of the amount of insurance in force on the day prior to attainment of age 65. When you attain age 70, the amount of insurance on your life continued under this supplement will reduce to 50% of the amount of insurance in force on the day prior to your attainment of age 65. Insurance terminates at age 80.

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

Yes. You may elect to reduce the amount of insurance on your 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 you again become eligible under the certificate?

If you are continuing coverage under the terms of this supplement, and again meet the eligibility requirements of the certificate, you 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 you no longer meet 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) your 80th birthday; or
- (2) the date you again meet the eligibility requirements of the certificate, not including the terms of this supplement; or
- (3) 31 days after the due date of any premium contribution which is not made; or
- (4) the date you request to terminate your coverage being continued under this supplement.


Secretary


President

Group Term Life Insurance Certificate Endorsement

Securian Life Insurance Company

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



This Certificate Endorsement is a part of the certificate of insurance describing the benefits available to you under Group Policy No. 70026, issued by Securian Life Insurance Company to 3M Company. This endorsement is subject to every term, condition, exclusion and provision of the certificate unless otherwise expressly provided for herein.

The following applies to all employees:

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

When will the death benefit be payable?

We will pay the death benefit within two months upon receipt at our home office of written proof satisfactory to us 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.

Alternative methods for the payment of proceeds of \$15,000 or more are available at the request of the beneficiary. These methods include, but are not limited to, a life income option, an income option for fixed amounts or fixed time periods and the option to select an interest-bearing account with us with the right to select another option at a later date.

2. The provision entitled **What is the Conversion Right?** under the **Conversion Right** section of the certificate is amended in its entirety and replaced with the following:

What is the conversion right?

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

- (1) termination of employment; or
- (2) termination of membership in the class or classes eligible for coverage; or
- (3) the group policy is terminated; or
- (4) the group policy is changed, by amendment or otherwise, to reduce or terminate your insurance.

3. The provision entitled **What is the full conversion right?** under the **Conversion Right** section of the certificate is removed in its entirety.
4. The provision entitled **What is the limited conversion right?** under the **Conversion Right** section of the certificate is removed in its entirety.
5. The provision entitled **When is conversion not available?** under the **Conversion Right** section of the certificate is amended in its entirety and replaced with the following:

When is conversion not available?

The conversion right is not available if your coverage under the group policy terminates due to failure to make, when due, required premium payments.

6. The provision entitled **To what type of policy may you convert?** under the **Conversion Right** section of the certificate is amended in its entirety and replaced with the following:

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.

7. The provision entitled **What does accidental death or dismemberment by accidental injury mean?** under the **Accidental Death and Dismemberment (AD&D) Benefit** section of the Accidental Death and Dismemberment Certificate Supplement is amended in its entirety and replaced with the following:

What does accidental death or dismemberment by accidental injury mean?

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

- (1) self-inflicted injury, self-destruction, or autoeroticism, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) your participation in, or attempt to commit a felony or any illegal activity; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of prescription drugs, non-prescription drugs, or medications unless administered by a licensed physician in the verifiably prescribed manner and dosage;
- (6) illegal drugs; or
- (7) poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected; or
- (8) alcohol, where the insured is legally intoxicated as defined by state law and is operating a motorized vehicle; or
- (9) infection, other than infection occurring simultaneously with, and as a direct and independent result of, the accidental injury; or
- (10) medical or surgical treatment or diagnostic procedures or any resulting complications, including complications from medical misadventure; or
- (11) travel in or descent from any aircraft, except (a) as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier; or (b) while acting as a pilot while carrying out his or her duties of employment on an aircraft owned, operated or leased by the employer; or
- (12) war or any act of war, whether declared or undeclared.

8. The following section is added to the certificate:

Minnesota Continuation Right

What is the Minnesota continuation right?

If you are laid off or you terminate employment, including retirement, you may elect to continue your insurance under the group policy, including any insurance you have on the lives of your spouse and dependent children, provided the group policy remains in force for any active employees. You are considered laid off from employment if there is a reduction in hours to such an extent that you are no longer eligible for insurance under the group policy. Termination does not include discharge for gross misconduct.

How do you continue your insurance under the group policy?

Upon layoff or termination of employment, the employer shall notify you of your rights under this section. You have 60 days from the later of the following to elect coverage:

- (1) the date your coverage would otherwise terminate; or
- (2) the date you receive written notice of the right to continue your insurance.

How will premium contributions for the continued insurance be paid?

Premiums for the continued insurance will be paid by you to your former employer. The amount of the premium charged shall not exceed 102% of the cost of the plan for such period of coverage for other similarly situated employees with respect to whom neither termination nor layoff has occurred, without respect to whether such cost is paid by the employee or the employer.

How long can your insurance be continued under the group policy?

You are eligible to continue your insurance under the group policy until the earlier of the following:

- (1) you obtain insurance under another group policy; or
- (2) 18 months after your termination or layoff from employment.

What happens to your insurance at the end of the continuation period?

When the continuation period ends, you, your insured spouse, or an insured dependent child may obtain from us, without evidence of insurability or interruption of coverage, an individual life insurance policy which provides the same or substantially similar benefits. A policy providing reduced benefits at a reduced premium rate may be accepted by you, your insured spouse, or any of your insured dependent children.

All provisions of the conversion right section shall apply to this type of conversion except the provision entitled "What is the conversion right?". References to you in all other provisions of the conversion right section shall mean you, your insured spouse, or any of your insured dependent children.

What happens if an insured dies during the 60-day period allowed for election of continuation?

If you, your insured spouse, or any of your insured dependent children dies during the 60-day election period and before election was made to continue or to reject continuation, you will be considered to have elected continuation of coverage under the group policy. We will pay a death benefit equal to the amount of insurance that could have been continued less any premium due as of the date of death.



Secretary



President

Important Notice

Securian Life Insurance Company

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



NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW

If the insurer who issued your life insurance, annuity or health insurance policy becomes impaired or insolvent, you are entitled to compensation for your policy from the assets of that insurer. The amount you recover will depend on the financial condition of the insurer.

In addition, residents of Minnesota who purchase life insurance, annuities or health insurance from insurance companies authorized to do business in Minnesota are protected, **SUBJECT TO LIMITS AND EXCLUSIONS**, in the event the insurer becomes financially impaired or insolvent. This protection is provided by the Minnesota Life and Health Insurance Guaranty Association.

Minnesota Life and Health Insurance Guaranty Association
4760 White Bear Parkway
Suite 101
White Bear Lake, Minnesota 55110
651-407-3149

The maximum amount the Guaranty Association will pay for all policies issued on one life by the same insurer is limited to \$500,000. Subject to this \$500,000 limit, the Guaranty Association will pay up to \$500,000 in life insurance death benefits, but not more than \$130,000 in net cash surrender and net cash withdrawal values for life insurance, \$500,000 in health insurance benefits including any net cash surrender and net cash withdrawal values, \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values, \$410,000 in present value of annuity benefits for annuities which are part of a structured settlement or for annuities in regard to which periodic annuity benefits, for a period of not less than the annuitant's lifetime or for a period certain of not less than ten years, have begun to be paid on or before the date of impairment or insolvency, or if no coverage limit has been specified for a covered policy or benefit, the coverage limit shall be \$500,000 in present value. Unallocated annuity contracts issued to retirement plans, other than defined benefit plans, established under Section 401, 403(b) or 457 of the Internal Revenue Code of 1986, as amended through December 31, 1992, are covered up to \$250,000 in net cash surrender and net cash withdrawal values, for Minnesota residents covered by the plan provided, however, that the Association shall not be responsible for more than \$10,000,000 in claims from all Minnesota residents covered by the plan. If total claims exceed \$10,000,000, the \$10,000,000 shall be prorated among all claimants. These are the maximum claim amounts. Coverage by the Guaranty Association is also subject to other substantial limitations and exclusions and requires continued residency in Minnesota. If your claim exceeds the Guaranty Association's limits, you may still recover a part or all of that amount from the proceeds of the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell life and health insurance in Minnesota after the insolvency occurs. Claims are paid from this assessment.

THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF LIFE, ANNUITY OR HEALTH INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL LIFE, ANNUITY AND HEALTH INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

Securian Life Insurance Company • A Stock Company

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

GROUP TERM LIFE CERTIFICATE OF INSURANCE

Securian Life Change Summary

Client: 3M Company

Policy: 70026

Amendment: #3

Product: Term Life

Effective January 1, 2015:

Class 2 is added to the policy. This class includes U.S. Executives (eligibility as reported by the policyholder to Securian). Class 2 is eligible for all the same benefits as Class 1, with an additional executive basic life option of two times annual earnings, subject to a maximum of \$3,000,000 when combined with basic term life.

Effective August 19, 2016:

For Class 19, all references to domestic partners are removed.

Effective October 1, 2016:

For Classes 1 and 2, 3, 4 and 5, 6, 7, 8, 9, 12, 13, 16, 17, 18, 20, 21 and 22 all references to domestic partners are removed.

Effective October 17, 2016:

For Class 10, all references to domestic partners are removed.

Effective October 26, 2016:

For Class 14, all references to domestic partners are removed.

Effective April 3, 2017:

For Class 15, all references to domestic partners are removed.

Effective September 26, 2017

For Class 23, all references to domestic partners are removed.

09/11/2017 LL

This is an administrative summary of the changes that apply to the above policy. This document is not a part of the group policy or certificate. This summary is provided as a courtesy only.

Effective January 1, 2018:

1. The amount of basic life insurance for Class 15 is changed to read as follows:

Amount of Basic Life Insurance

| <u>Amount of Annual Earnings</u> | <u>Amount of Basic Life Insurance</u> |
|----------------------------------|---------------------------------------|
| Less than \$30,000 | \$15,500 |
| \$30,000 but less than \$31,000 | \$16,000 |
| \$31,000 but less than \$32,000 | \$16,500 |
| \$32,000 but less than \$33,000 | \$17,000 |
| \$33,000 but less than \$34,000 | \$17,600 |
| \$34,000 but less than \$35,000 | \$18,000 |
| \$35,000 but less than \$36,000 | \$18,500 |
| \$36,000 but less than \$37,000 | \$19,000 |
| \$37,000 but less than \$38,000 | \$19,500 |
| \$38,000 but less than \$39,000 | \$20,000 |
| \$39,000 but less than \$40,000 | \$20,500 |
| \$40,000 but less than \$41,000 | \$21,000 |
| \$41,000 but less than \$42,000 | \$21,500 |
| \$42,000 but less than \$43,000 | \$22,000 |
| \$43,000 but less than \$44,000 | \$22,500 |
| \$44,000 but less than \$45,000 | \$23,000 |
| \$45,000 but less than \$46,000 | \$23,500 |
| \$46,000 but less than \$47,000 | \$24,000 |
| \$47,000 but less than \$48,000 | \$24,500 |
| \$48,000 but less than \$49,000 | \$25,000 |
| \$49,000 but less than \$50,000 | \$25,500 |
| \$50,000 but less than \$51,000 | \$26,000 |
| \$51,000 but less than \$52,000 | \$26,500 |
| \$52,000 but less than \$53,000 | \$27,000 |
| \$53,000 but less than \$54,000 | \$27,500 |
| \$54,000 but less than \$55,000 | \$28,000 |
| \$55,000 but less than \$56,000 | \$28,500 |
| \$56,000 and over | \$29,000 |
| \$56,000 but less than \$57,000 | \$29,500 eff 1/1/20 |
| \$57,000 but less than \$58,000 | \$30,000 eff 1/1/20 |
| \$58,000 and over | \$30,500 eff 1/1/20 |

09/11/2017 LL

This is an administrative summary of the changes that apply to the above policy. This document is not a part of the group policy or certificate. This summary is provided as a courtesy only.

2. The amount of basic life insurance for Class 23 is changed to read as follows:

| <u>Amount of Annual Earnings</u> | <u>Amount of Basic Life Insurance</u> |
|----------------------------------|---------------------------------------|
| Less than \$48,000 | \$25,000 |
| \$48,000 but less than \$49,000 | \$25,500 |
| \$49,000 but less than \$50,000 | \$26,000 |
| \$50,000 but less than \$51,000 | \$26,500 |
| \$51,000 but less than \$52,000 | \$27,000 |
| \$52,000 but less than \$53,000 | \$27,500 |
| \$53,000 but less than \$54,000 | \$28,000 |
| \$54,000 but less than \$55,000 | \$28,500 |
| \$55,000 but less than \$56,000 | \$29,000 |
| \$56,000 and over | \$29,500 |

3. The amount of optional life insurance for Class 23 is changed to read as follows:

| <u>Amount of Annual Earnings</u> | <u>Schedule I</u> | <u>Schedule II</u> |
|----------------------------------|-------------------|--------------------|
| Less than \$48,000 | \$25,000 | \$74,000 |
| \$48,000 but less than \$49,000 | \$25,500 | \$75,500 |
| \$49,000 but less than \$50,000 | \$26,000 | \$77,000 |
| \$50,000 but less than \$51,000 | \$26,500 | \$78,500 |
| \$51,000 but less than \$52,000 | \$27,000 | \$80,000 |
| \$52,000 but less than \$53,000 | \$27,500 | \$81,500 |
| \$53,000 but less than \$54,000 | \$28,000 | \$83,000 |
| \$54,000 but less than \$55,000 | \$28,500 | \$84,500 |
| \$55,000 but less than \$56,000 | \$29,000 | \$86,000 |
| \$56,000 and over | \$29,500 | \$87,500 |

4. A note is added under the Class 23 Group definition section to read as follows:

Post Retirement Group Life Benefit: Employees hired on or rehired on or after January 1, 2018 will not be eligible for the 3M Basic Retiree Life Insurance Plan at retirement. If you were hired on or rehired before this date, you may be eligible for the 3M Basic Retiree Life Insurance Plan at retirement if you remain employed by 3M Company or another participating U.S. subsidiary until your retirement and your terms and conditions of employment are subject to a collective bargaining agreement that provides for your inclusion in the Basic Retiree Life Insurance Plan at retirement.

09/11/2017 LL

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The following forms are updated due to this change:

- Certificates of Insurance Schedule EdF85944 Rev 9-2017
- Certificate of Insurance – Classes 1 and 2 EdF83506 Rev 9-2017
- Certificate of Insurance – Class 3 EdF83507 Rev 9-2017
- Certificate of Insurance – Classes 4, 5 and 6 EdF83508 Rev 9-2017
- Certificate of Insurance – Class 7 EdF83509 Rev 9-2017
- Certificate of Insurance – Classes 8, 9, 10, 12, 14, 16, 18, 20, 21, 22 and 23 EdF83510 Rev 9-2017
- Certificate of Insurance – Classes 13, 15 and 19 EdF83512 Rev 9-2017
- Certificate of Insurance – Class 17 EdF83513 Rev 9-2017
- Certificate Specifications Page – Classes 1 and 2 EdF83528-1 Rev 9-2017
- Certificate Specifications Page – Class 3 EdF83528-3 Rev 9-2017
- Certificate Specifications Page – Classes 4 and 5 EdF83528-4 Rev 9-2017
- Certificate Specifications Page – Class 6 EdF83528-6 Rev 9-2017
- Certificate Specifications Page – Class 7 EdF83528-7 Rev 9-2017
- Certificate Specifications Page – Class 8 EdF83528-8 Rev 9-2017
- Certificate Specifications Page – Class 9 EdF83528-9 Rev 9-2017
- Certificate Specifications Page – Class 10 EdF83528-10 Rev 9-2017
- Certificate Specifications Page – Class 12 EdF83528-12 Rev 9-2017
- Certificate Specifications Page – Class 13 EdF83528-13 Rev 9-2017
- Certificate Specifications Page – Class 14 EdF83528-14 Rev 9-2017
- Certificate Specifications Page – Class 15 EdF83528-15 Rev 9-2017
- Certificate Specifications Page – Class 16 EdF83528-16 Rev 9-2017
- Certificate Specifications Page – Class 17 EdF83528-17 Rev 9-2017
- Certificate Specifications Page – Class 18 EdF83528-18 Rev 9-2017
- Certificate Specifications Page – Class 19 EdF83528-19 Rev 9-2017
- Certificate Specifications Page – Class 20 EdF83528-20 Rev 9-2017
- Certificate Specifications Page – Class 21 EdF83528-21 Rev 9-2017
- Certificate Specifications Page – Class 22 EdF83528-22 Rev 9-2017
- Certificate Specifications Page – Class 23 EdF83528-2 Rev 9-2017
- Accidental Death and Dismemberment Certificate Supplement EdF83516 Rev 9-2017

09/11/2017 LL

This is an administrative summary of the changes that apply to the above policy. This document is not a part of the group policy or certificate. This summary is provided as a courtesy only.