

# Accidental Death and Dismemberment Certificate of Insurance

**MINNESOTA LIFE**

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

Effective July 22, 2017

## Read Your Certificate Carefully

You are insured under the group policy shown on the certificate 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.

## Legal Actions

No legal action may be brought to recover on this certificate within the first sixty days after written proof of loss has been given as required by this certificate. No such action may be brought after three years from the time written proof of loss is required to be given.



Secretary



President

## TABLE OF CONTENTS

Definitions.....	2	Waiver of Premium Benefit.....	8
General Information .....	2	Termination.....	9
Premiums .....	3	Family Coverage .....	9
Accidental Death and Dismemberment Benefit .....	3	Family Coverage Additional Benefits .....	10
Exclusions .....	5	Dependents Benefit Termination.....	11
Additional Benefits .....	5	Additional Information.....	11
Portability Benefit .....	7		

## ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE

**EMPLOYEE CERTIFICATE SPECIFICATIONS PAGE**  
 Effective July 26, 2014 Revised November 21, 2014

**GENERAL INFORMATION**

**POLICYHOLDER:** County of San Bernardino **POLICY NUMBER:** 33773-G

**ASSOCIATED COMPANIES:** All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.

**POLICY SITUS:** State of California

**POLICY EFFECTIVE DATE:** August 1, 2009

**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.**

**ELIGIBLE GROUP:** The group is composed of all regular employees and elected officials whose Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract states they are eligible. All references to "employee" shall include an elected official, unless the context requires otherwise.

**MINIMUM PARTICIPATION REQUIREMENT:** There is no minimum participation requirement under this certificate.

**WAITING PERIOD:** The first day of the pay period following the time requirements established in the employee's Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract.

**MINIMUM HOURS PER WEEK REQUIREMENT:** 41 hours per pay period, unless otherwise specified in an applicable MOU, Compensation Plan, Salary Ordinance or Contract.

**PLAN OF INSURANCE**

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

Eligible Class

All Employees in the Eligible Group above

Amount of Insurance

An employee may elect Employee only or Employee plus Family coverage (Employee, Spouse/Domestic Partner and Children). The amount of insurance is based on the plan chosen, as follows:

Plan	Employee	Spouse/Domestic Partner	Children
1	\$10,000	\$5,000	\$3,125
2	\$25,000	\$12,500	\$6,250
3	\$50,000	\$25,000	\$12,500
4	\$100,000	\$50,000	\$25,000
5	\$150,000	\$75,000	\$25,000
6	\$200,000	\$100,000	\$25,000
7	\$250,000	\$125,000	\$25,000

## GENERAL PROVISIONS FOR AD&D INSURANCE

### AGE REDUCTIONS:

The amount of insurance on an employee age 70 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

<u>Age of Employee</u>	<u>Amount of Insurance</u>
70 – 74	65%
75 - 79	45%
80 and over	30%

Age reductions will apply the first day of the month following an insured employee's 70th, 75th and 80th birthdays.

Note: Coverage terminates for a spouse/domestic partner upon attaining age 70.

### RETIREMENT REDUCTIONS:

All AD&D insurance terminates upon retirement, except as provided for under the portability provisions.

### CONTRIBUTORY/ NONCONTRIBUTORY:

All AD&D insurance is contributory insurance.

### INCREASES AND DECREASES:

Requests for increases and decreases may be made only at annual enrollment or within 60 days of a Qualified Status Change. Qualified Status Change shall be as defined by IRC Section 125. The change in plan must be consistent with the change in status.

Requests made due to a status change shall be effective on the first day of the pay period following the request. Requests made during an annual enrollment shall be effective on the general effective date of the annual enrollment. All increases are subject to the actively at work requirement.

### REINSTATEMENT PERIOD:

There is no reinstatement under this policy. An employee who loses coverage due to non-payment of premium shall be subject to the same election change rules applicable to any other employee who does not have the coverage that terminated due to non-payment of premium.

This certificate is not in lieu of and does not affect any requirement for coverage by workmen's compensation insurance.

All new employees or members of the policyholder in the groups or classes eligible for such insurance will be added to such groups or classes for which they are respectively eligible.

## Definitions

---

### age

Attained age as of most recent birthday.

### associated company

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

### certificate effective date

The date your coverage under this certificate becomes effective.

### contributory insurance

Insurance for which the employee is required to make premium contributions.

### earnings

An employee's basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation.

### employee

An individual who is employed by the policyholder or by an associated company, or an elected official. All references to "employee" in the certificate shall include an elected official, unless the context requires otherwise. The term employee does not include temporary employees nor corporate directors who are not otherwise employees.

### employer

The policyholder or any designated associated company.

### insured

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

### licensed physician

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.

### non-work day

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

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

02-30429.4

### noncontributory insurance

Insurance for which the employee is not required to make premium contributions.

### policyholder

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

### specifications page

The outline which summarizes your coverage under the policyholder's plan of insurance.

### waiting period

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

### we, our, us

Minnesota Life Insurance Company.

### you, your, certificate holder

An insured employee.

## General Information

---

### What is your agreement with us?

This certificate summarizes the principal provisions of your accidental death and dismemberment insurance provided by the group policy. The provisions summarized in this certificate are subject in every respect to the group policy. Your signed application is deemed a part of this certificate.

Any statements made in your application 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 your signed application, and a copy containing the statement is furnished to you, the beneficiary, or your or the beneficiary's personal representative.

This certificate is issued in consideration of your application and the payment of the required premium.

In making any benefits determination under this certificate and the group policy, we shall have the discretionary authority both to determine an individual's eligibility for benefits and to construe the terms of this certificate and the group policy.

### Can this certificate be amended?

Yes. The certificate may be amended at any time the policyholder and we agree to amend it. Your consent is not required to amend this certificate. Any amendment

will be without prejudice to any claim for benefits incurred prior to the effective date of the amendment.

### **Who is eligible for insurance?**

An employee is eligible if he or she:

- (1) is a member of the eligible group and of an eligible class identified in the group policy; and
- (2) works for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this certificate; and
- (3) has satisfied the waiting period, if any; and
- (4) meets the actively at work requirement described in the "What is the actively at work requirement?" provision of this section.

### **Are retired employees eligible for insurance?**

All AD&D insurance terminates upon retirement, except as provided for under the portability provisions.

### **What is the actively at work requirement?**

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

Employees not working due to illness or injury do not meet the actively at work requirement nor do employees receiving sick pay, short-term disability benefits or long-term disability benefits.

If the employee is not actively at work on the date coverage would otherwise begin, or on the date an increase in his or her amount of insurance would otherwise be effective, he or she will not be eligible for the coverage or increase until he or she returns to active work. However, if the absence is on a non-work day, coverage will not be delayed provided the employee was actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this certificate, an employee is eligible to continue to be insured only while he or she remains actively at work.

### **When does your insurance become effective?**

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

- (1) you meet all eligibility requirements; and
- (2) if required, you apply for the insurance on forms which are approved by us; and
- (3) we receive the required premium.

### **Can an insured's coverage be continued during the employee's sickness, injury, leave of absence or temporary layoff?**

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

## **Premiums**

---

### **When and how often are premiums due?**

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

### **How is the premium determined?**

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

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee; or
- (2) irrespective of any rate guarantee, anytime, if the policy terms are amended.

## **Accidental Death and Dismemberment Benefit**

---

### **What does accidental death or dismemberment by accidental injury mean?**

Accidental death or dismemberment by accidental injury means that an insured's death or dismemberment results, directly and independently of all other causes, from an accidental injury which is unintended, unexpected, and unforeseen.

The injury must occur while the insured's coverage is in force. The insured's death or dismemberment must occur within 365 days after the date of the injury and while his or her coverage is in force.

### **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 attached to this certificate. 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 .....	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 .....	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 and index finger means complete severance of both the thumb and the index finger at or above the metacarpophalangeal joints. Quadriplegia means total paralysis of both upper and lower limbs. Paraplegia means total paralysis of both lower limbs. Hemiplegia means total paralysis of upper and lower limbs on one side of the body.

A benefit is not payable for both loss of thumb and index finger of one hand and the loss of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the same loss or paralysis of the same limb.

Benefits may be paid for more than one accidental injury, but the total amount of insurance payable for all of an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits sections of this certificate, will never exceed such insured's full amount of insurance shown on the specifications page attached to this certificate.

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

Yes. You can request an increase or a decrease in the amount of your contributory insurance as shown on the specifications page attached to this certificate. Requests may be made in writing, by telephone or any other method made available by us.

**When will changes in coverage amounts be effective?**

Increases and decreases in amounts of contributory insurance will be effective as shown on the specifications page attached to this certificate. All increases in the amount of insurance are subject to the actively at work requirement.

**What are the notice of claim and proof of loss requirements?**

Written notice of injury on which a claim may be based must be given to us within 30 days after the accident. Proof of loss must be furnished to us within 90 days after the date of loss. However, failure to give such notice and proof within the time provided will not invalidate the claim if it is shown that notice and proof were given as soon as reasonably possible.

When we receive written notice of claim, we will send the claimant our claim forms if he or she needs them. If the claimant does not receive the forms within 15 days, we will accept his or her written description as proof of loss.

**When will the accidental death or dismemberment benefit be payable?**

We will pay the accidental death or dismemberment benefit upon receipt at our home office of written proof satisfactory to us that you died or suffered a covered dismemberment as a result of a covered accidental injury. All payments by us are payable from our home office.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of your death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 3% per year or the minimum required by state law, whichever is greater.

**To whom will we pay the accidental death or dismemberment benefit?**

In the case of your accidental death, we will pay the accidental death benefit to the beneficiary or beneficiaries. All other benefits will be payable to you, if living, otherwise to your estate.

A beneficiary is named by you to receive the accidental death benefit to be paid at your accidental death. You may name one or more beneficiaries. You cannot name the policyholder or an associated company as a beneficiary.

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

If there is more than one beneficiary, each will receive an equal share, unless you have requested another method in writing. To receive the accidental death benefit, a beneficiary must be living at the time of your accidental death. In the event a beneficiary is not living at the time of your accidental death, that beneficiary's portion of the accidental death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of you and a beneficiary, the accidental 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 accidental 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 brothers and sisters in equal shares, if living; otherwise
- (5) the personal representative of your estate.

### Can you add or change beneficiaries?

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

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

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

## Exclusions

### What are the exclusions under this certificate?

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment results from or is caused directly or indirectly by any of the following:

- (1) suicide or attempted suicide, whether sane or insane; or
- (2) intentionally self-inflicted injury or any attempt at self-inflicted injury, whether sane or insane; or
- (3) the insured's participation in or attempt to commit a crime, assault or felony; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) medical or surgical treatment including diagnostic procedures; or
- (6) alcohol, drugs (unless administered upon the advice of a physician), poisons, gases or fumes, voluntarily taken, administered, absorbed, inhaled, ingested or injected; or
- (7) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- (8) travel or flight in or on any vehicle used for aerial navigation including getting in, out, on, or off such vehicle, if the insured is:
  - (a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - (b) acting as a pilot or a crew member of any aircraft, unless riding as a passenger; or

- (c) riding as a passenger in a non-chartered aircraft which is owned, leased, operated, or controlled by the eligible employee's employer; or
- (d) a student taking a flying lesson, unless riding as a passenger; or
- (e) hang gliding; or
- (f) parachuting, except when the insured has to make a parachute jump for self-preservation; or
- (9) war or any act of war, whether declared or undeclared; or
- (10) riot or civil insurrection; or
- (11) service in the military of any nation.

## Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the accidental death and dismemberment benefits. Additional benefits are paid in addition to any accidental death and dismemberment benefits described in the Accidental Death and Dismemberment Benefit section, unless otherwise stated. All provisions of the certificate, including but not limited to the Exclusions section, shall apply to these additional benefits.

### Adaptive Home and Vehicle Benefit

#### What is the adaptive home and vehicle benefit?

If you suffer a loss other than loss of life for which a benefit is payable, we will pay for your principal residence to be made accessible and/or your private automobile to be made drivable or rideable. These one-time alteration expenses must be incurred within two years from the date of the accident. The benefit will be the lesser of:

- (1) 5% of your amount of AD&D insurance; or
- (2) the actual alteration expense; or
- (3) \$5,000.

The Adaptive Home and Vehicle Benefit will be payable only if:

- (1) such home alterations are made by a person or persons with experience in such alterations and recommended by a recognized organization associated with the injury;
- (2) such vehicle modifications are carried out by a person or persons with experience in such matters and approved by the Motor Vehicle Department.

### Air Bag Benefit

#### What is the air bag benefit?

If you die or suffer a covered dismemberment 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 accidental death and dismemberment benefit

equal to the lesser of \$10,000 or 10% of the amount payable due to the death or dismemberment (not including any other additional benefits), provided:

- (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) 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 (or child restraint if the insured is a child), 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, or acrobatic or stunt driving.

## **Coma Benefit**

### **What is the coma benefit?**

If you lapse into a coma as a result of and within 30 days of a covered accidental injury, and such coma has lasted for a minimum of 30 days, we will pay a benefit equal to the lesser of:

- (1) 1% of your amount of insurance; or
- (2) 1% of the difference between your amount of insurance and the amount of any benefits paid under the loss schedule for the same accident.

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

- (1) the date you recover such that you are no longer in a coma as defined herein; or
- (2) the date of your death. If an accidental death payment is due under the group policy, the amount of such payment will be reduced by the amount of insurance paid under this coma provision; or
- (3) 100 months following the date monthly benefits commenced.

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.

## **Disappearance Benefit**

### **What is the disappearance benefit?**

If an insured's body has not been found after one year from the date the conveyance in which he or she was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the certificate, that the insured has died as a result of an accidental injury which was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this certificate.

## **Exposure Benefit**

### **What is the exposure benefit?**

If an insured is unavoidably exposed to the elements by reason of a covered accident and suffers a loss that is included in the list of covered losses as a result of such exposure, such loss will be covered under the terms of this certificate.

## **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 5% of your amount of insurance or \$5,000, but not more than the actual cost of such preparation and transportation. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of Minnesota Life. This may or may not be the beneficiary for the rest of the accidental death proceeds. Minnesota Life may at its sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by Minnesota Life will be final and fully release and discharge Minnesota Life from any further liability under this repatriation benefit.

## **Seatbelt Benefit**

### **What is the seatbelt benefit?**

If you die or suffer a covered dismemberment 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 accidental death and dismemberment benefit equal to the lesser of \$10,000 or 10% of the amount payable due to the death or dismemberment (not including any other additional benefits), provided:

- (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.

## **Portability Benefit**

### **What is the portability benefit?**

The portability benefit provides for continuation of your group accidental death and dismemberment insurance if you no longer meet the eligibility requirements of this certificate, except as provided for herein.

To continue coverage under the provisions of this benefit, you must make a written request and make the first premium payment within 31 days after insurance provided by the group policy would otherwise terminate. Coverage provided by this benefit will then be deemed effective retroactive to the beginning of the 31-day period. 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 benefit?**

You are eligible to continue insurance under this benefit if you, except as provided by this benefit, no longer meet the eligibility requirements of this 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 is on a leave or layoff; or
- (3) a class or group of employees insured under the policy is no longer considered eligible and there is no successor plan for that class or group. Successor plan means an insurance policy or policies provided by us or another insurer that replaces insurance provided under this policy.

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

- (1) have attained the age of 70; or
- (2) were not actively at work due to sickness or injury on the day immediately preceding your portability date; or
- (3) lose eligibility due to termination of the group policy.

### **What insurance can be continued under this benefit?**

You may elect to continue all or a portion of your AD&D insurance under this benefit, subject to the minimum and maximum amounts stated below. If you elect to continue your own coverage, you may also elect to continue coverage on your dependents. All additional benefits of the certificate which apply to your insurance and by which you were insured immediately preceding your portability date shall also be continued, except for the Waiver or Premium Benefit, which shall terminate upon porting.

### **What is the minimum amount of insurance that can be continued under this benefit?**

The minimum amount of employee insurance that can be continued under this benefit is \$10,000

### **What is the maximum amount of insurance that can be continued under this benefit?**

The maximum amount of insurance that can be continued under this benefit is the amount of insurance that was in force on your portability date. However, if you are age 65 or older on your portability date, the amount will not be more than 65% of the amount in force on your portability date.

### **Will the amount of insurance continued under this benefit change?**

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

### **Can you request a change in your amount of insurance continued under this benefit?**

Yes. You may elect to reduce the amount of insurance provided under your certificate. The remaining amount of insurance must be at least \$10,000.

The amount of insurance continued under this benefit will never increase.

### **How will premium contributions be paid?**

Premium contributions will be paid directly to us by you 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 but will not change more often than once per year.

### **What happens if you again become eligible under this certificate?**

If you are continuing coverage under the provisions of this benefit and again meet the eligibility requirements of this certificate, not including the terms of this benefit, you shall no longer be considered to have portability status. Your insurance may be provided only under the terms of this certificate, not including this benefit, unless and until you no longer meet the eligibility requirements of this certificate and again return to portability status as provided for herein. An insured cannot be covered under this certificate with both portability status and non-portability status.

## **What happens to insurance provided under this benefit when the group policy terminates?**

Notwithstanding anything in this certificate to the contrary, termination of the group policy will not terminate insurance then in force for any person with portability status. 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 benefit will remain in force until terminated by the provision entitled "When will insurance continued under this benefit terminate?"

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

## **When will insurance continued under this benefit terminate?**

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

- (1) your 70th birthday; or
- (2) the date you again meet the eligibility requirements of this certificate, not including the terms of this benefit; or
- (3) in the case of a dependent child or a spouse/domestic partner who is insured under your coverage, the date your coverage is no longer being continued under this benefit or the date your spouse/domestic partner or child ceases to be eligible as defined under the terms of this certificate; or
- (4) 31 days after the due date of any premium contribution which is not made.

## **Waiver of Premium Benefit**

### **What is the waiver of premium benefit?**

If you become totally disabled as defined herein and the total disability has existed continuously for at least six months, your insurance will be continued in force without payment of premium during the uninterrupted continuance of the total disability. Insurance continued under this benefit will include only insurance amounts and benefits which are in force on the date of the onset of the total disability.

No additional insurance or benefits may be added to your coverage while you are totally disabled. However, if you have dependents who are insured under this certificate on the date of the onset of your total disability, additional dependents may become insured, provided additional premium would not otherwise be required.

### **What is total disability?**

Total disability is a disability which occurs while your insurance is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably

sued by education, training, or experience. You must be under the reasonable and customary care of a licensed physician.

### **What proof of total disability do we require?**

We require proof satisfactory to us that your total disability:

- (1) meets the definition of total disability; and
- (2) commenced while your insurance was in force; and
- (3) was continuous for at least six months.

We will, from time to time, also require additional proof satisfactory to us that you continue to be totally disabled. We may also require that you submit to one or more medical examinations at our expense.

### **When must we be notified of your total disability?**

We must receive written notice at our home office of your total disability within one year of the date of onset of the total disability. However, failure to give notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

### **What is the amount of insurance to be continued under this benefit?**

The amount of insurance continued under this benefit without payment of premium is the amount of insurance in force on the date of the onset of total disability. If this certificate provides for reductions in your amount of insurance based on age, such reductions will apply to your amount of insurance while disabled as well.

### **How long will insurance be continued without payment of premium?**

If you are totally disabled your insurance will be continued without payment of premium until the earliest of:

- (1) your 65th birthday, if total disability begins prior to age 60; or
- (2) five years after the date of onset of total disability, if total disability begins on or after age 60; or
- (3) the date you recover so that you are no longer totally disabled; or
- (4) the date you fail to furnish satisfactory proof of continued total disability when requested or refuses to submit to a required medical examination; or
- (5) the date the group policy ends.

### **When must we be notified of your accidental death or dismemberment?**

We must receive written notice at our home office within one year of your accidental death or dismemberment that you died or suffered a dismemberment during a period of continuance provided by this benefit. Proof must be furnished that you continued to be totally disabled during the entire period of continuance until accidental death or

dismemberment occurred. If such notice and proof are not provided within the required time frame there will be no liability for any payment under this benefit unless it is shown that notice was given as soon as reasonably possible.

### **What if you are totally disabled and suffer a covered loss as a result of a covered accident before a waiver claim is submitted and approved?**

If you suffer a covered loss as a result of a covered accident within one year of the date of onset of your total disability, you or your beneficiary may claim benefits even if your insurance terminated and you had not submitted due proof satisfactory to us of your total disability or were continuously disabled for less than six months. You or your beneficiary must submit proof satisfactory to us that your total disability, which began while your insurance was in force, continued without interruption until the date your covered loss occurred.

## **Termination**

### **When does your insurance end?**

Your insurance 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, unless the insurance can be continued under the portability provisions; or
- (3) the date the group policy is amended so you are no longer eligible, unless the insurance can be continued under the portability provisions; or
- (4) 31 days (the grace period) after the due date of any unpaid premium if the premium remains unpaid at that time; or
- (5) the last day for which premium contributions have been paid following your written request to cease participation under this certificate.

If your insurance under this certificate terminates due to non-payment of premiums, your coverage may be reinstated if all premiums due are paid and received by us within the reinstatement time frame shown on the specifications page and during your lifetime.

### **When does the group policy terminate?**

The policyholder may terminate the group policy by giving us 31 days prior written notice. We reserve the right to terminate the group policy on the earliest of the following to occur:

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

## **Family Coverage**

If you have dependents, you may elect AD&D coverage for your eligible dependents as described below. All provisions of the certificate applicable to an "insured," including but not limited to references in the Exclusions and Additional Benefits sections, shall apply to a dependent insured hereunder.

### **What members of your family are eligible for this benefit?**

The following members of your family are eligible for this benefit:

- (1) your lawful spouse who is not legally separated from you or your registered domestic partner, who is:
  - (a) not eligible as an employee under the group policy; and
  - (b) under age 70; and
- (2) your children who have not attained the age of 26. Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on you for more than one-half of their support and maintenance. "Children" includes your natural children, stepchildren, legally adopted children, and foster children, who are unmarried and dependent on you for financial support. Eligibility begins at live birth (unborn or stillborn children are not eligible).

A registered domestic partner is an individual who is in registered domestic partnership with you in accordance with California Law.

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

### **When does insurance on a dependent become effective?**

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

- (1) the dependent meets all eligibility requirements; and
- (2) if required, you apply for dependents coverage on forms which are approved by us; and
- (3) we receive the required premium.

Any dependent who, subsequent to the effective date of your certificate supplement for dependents accidental death and dismemberment insurance, meets the requirements of this provision will become insured on the date he or she so qualifies unless additional premium is required. If additional premium is required, the insurance

of such later-acquired dependent shall be effective under the same conditions which apply if you were then first becoming eligible for dependents insurance under this certificate.

If a dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement. This does not apply to a newborn child. However, in no event will insurance on a dependent be effective before your insurance under this certificate is effective.

#### **What is the amount of the accidental death and dismemberment benefit for each insured dependent?**

The amount of insurance for a dependent is shown on the specifications page. The Accidental Death and Dismemberment Benefit section found earlier in this certificate describes the amount of benefits, which are based on the insured's amount of insurance.

#### **When will the accidental death or dismemberment benefit be payable?**

We will pay the accidental death or dismemberment benefit upon receipt at our home office of written proof satisfactory to us that an insured dependent 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. We will pay interest on the benefit from the date of the insured dependent's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 3% per year or the minimum required by state law, whichever is greater.

#### **To whom will we pay a dependents accidental death or dismemberment benefit?**

A dependents accidental death or dismemberment benefit will be paid to you, if living, otherwise to your estate.

### **Family Coverage Additional Benefits**

The following benefits apply to you only if you are insured for dependents insurance. Unless stated otherwise, additional benefits are payable to the same person or persons who receive the accidental death and dismemberment benefits. Additional benefits are paid in addition to any accidental death and dismemberment benefits described in the Accidental Death and Dismemberment Benefit section, unless otherwise stated. All provisions of this certificate, including but not limited to the Exclusions section, shall apply to these additional benefits.

### **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 insured dependent children under the age of seven, we will pay additional benefits to reimburse for child care expenses for such surviving insured children.

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

- (1) 12% of your amount of insurance; or
- (2) \$5,000; 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 four years after the date of your death, or for a child age seven or older. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to the person who has incurred the child care expenses.

### **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 insured dependent children, provided that:

- (1) at the time of your death, the insured 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) \$5,000.

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 insured dependent child if he or she is of legal age. If the insured 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.

## Spouse/Domestic Partner Training Benefit

### What is the spouse/domestic partner training benefit?

If you die as a result of a covered accident and you are survived by your insured dependent spouse/domestic partner, we will pay a training benefit to the surviving spouse/domestic partner provided that the spouse/domestic partner, within one year of the date of your death, enrolls as a full-time student in an accredited educational institution or an institution of vocational training for the purpose of preparing for full-time employment.

The benefit will be equal to the lesser of:

- (1) \$5,000; or
- (2) 5% of your amount of AD&D insurance; or
- (3) the actual costs incurred for the education or training within the first two years following the date of your death.

Proof of such costs will be required before benefits are paid.

## Dependents Benefit Termination

### When does an insured dependent's coverage terminate?

An insured dependent's coverage terminates on the earliest of the following:

- (1) the date the dependent no longer meets the eligibility requirements; or
- (2) 31 days (the grace period) after the due date of any unpaid premium if the premium remains unpaid at that time; or
- (3) the last day for which premium contributions have been made following an insured employee's written request that insurance on his or her dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy.

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

## Additional Information

### Do we have the right to obtain independent medical verification?

Yes. We retain the right to have an insured medically examined at our expense whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in the case of death.

### What if an insured's age has been misstated?

If an insured's age has been misstated, the accidental death or dismemberment benefit payable will be that amount to which the insured is entitled based on his or her correct age.

A premium adjustment will be made to the premium you pay for the insured's noncontributory insurance and to the premium an insured pays for contributory insurance, if any, so that the actual premium required at the insured's correct age is paid.

### When does an insured's insurance become incontestable?

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

Any statements the insured makes in his or her application will, in the absence of fraud, be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, or defend against a claim, unless the statement is contained in the application attached to the insured's certificate.

### Can your insurance be assigned?

Yes. However, we will not be bound by an assignment of the certificate or of any interest in it unless it is made as a written instrument, 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.

### Will the provisions of this certificate conform with state law?

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

## Important Notice

Minnesota Life Insurance Company - A Securian Company  
400 Robert Street North • St. Paul, Minnesota 55105-2098

**MINNESOTA LIFE**

**CALIFORNIA LIFE AND HEALTH INSURANCE  
GUARANTEE ASSOCIATION ACT  
SUMMARY DOCUMENT AND DISCLAIMER**

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Association is not unlimited, as noted in the box below, and is not a substitute for consumers' care in selecting insurers.

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

**Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.**

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

**Policyholders with additional questions should first contact their insurer or agent, or may then contact:**

**California Life and Health Insurance  
Guarantee Association  
P.O. Box 16860  
Beverly Hills, CA 90209  
(323)782-0182**

or

**Consumer Service Division  
California Department of Insurance  
300 South Spring Street  
Los Angeles, California 90013  
(800) 927-4357 or (213) 897-8921**

On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

(please turn to back of page)

## COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

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

- Their insurer was not authorized to do business in this state when it issued the policy or contract;
- Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer and association plans, to the extent they are self-funded or uninsured;
- Synthetic guarantee interest contracts;
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance unless an assumption certificate was issued;
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

## LIMITS ON AMOUNT OF COVERAGE

The Act limits the Association to pay benefits as follows:

### **Life And Annuity Benefits**

The lesser of:

- 80% of what the insurance company would owe under a policy or annuity contract up to
  - \$100,000 in cash surrender values,
  - \$100,000 in present value of annuities, or
  - \$250,000 in life insurance death benefits.
- A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

### **Health Benefits**

The lesser of:

- a maximum of \$200,000 to any one individual regardless of the number of policies owned, or
- the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease based upon changes in the health care cost component of the consumer price index from January 1, 1991, to the date on which the insurer becomes an insolvent insurer.

### **Premium Surcharge**

- Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

**MINNESOTA LIFE**

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

**ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE**