

## Accidental Death and Dismemberment Policy Amendment #2

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

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To be attached to and made a part of Group Policy No. 34425-G issued by Minnesota Life Insurance Company to Pima County. This amendment is effective as of July 1, 2022. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The following changes are made to the group policy:

1. The group definition is changed to read as follows:

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

Class 1: A regular full-time, part-time, temporary, or variable-time employee scheduled to work twenty (20) or more hours per week in a benefits eligible employment classification.

2. The waiting period is changed to read as follows:


**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following 30 days from the employee's date of hire.

3. The effective date of increases and decreases due to a change in eligible earnings is changed to July 1 of each year, however claims will be paid based on the salary at the time of death. This section reads as follows:

**EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE EARNINGS:** Increases and decreases due to a change in salary will become effective on the July 1 following the date change in salary, however claims will be paid based on the salary at the time of death. Evidence of insurability will not be required for an increase in insurance due solely to an increase in salary. All increases are subject to the actively at work requirement.

As a result of the change, the attached Group Accidental Death and Dismemberment Policy Specifications effective July 1, 2022, replaces the prior Group Policy Specifications Page.

Agreed to by Minnesota Life Insurance Company on June 1, 2022.

By  CDJ  
Vice President and Actuary

## AD&D INSURANCE POLICY SPECIFICATIONS PAGE

### GENERAL INFORMATION

<b>POLICYHOLDER:</b>	Pima County	<b>POLICY NUMBER:</b>	34425-G
<b>ASSOCIATED COMPANIES:</b>	All subsidiaries and affiliates reported to Minnesota Life by the Policyholder for inclusion in the policy.		
<b>POLICY EFFECTIVE DATE:</b>	July 1, 2015. This specifications page represents the plan in effect as of July 1, 2022.		
<b>POLICY ANNIVERSARY DATE:</b>	July 1 of each year beginning July 1, 2016		
<b>PREMIUM DUE DATE(S):</b>	The first day of each month		
<b>GROUP:</b>	The group is composed of all active employees of the policyholder and its associated companies working in the United States in the following classes:  Class 1: A regular full-time, part-time, temporary, or variable-time employee scheduled to work twenty (20) or more hours per week in a benefits eligible employment classification.		
<b>ENROLLMENT PERIOD:</b>	Not applicable to noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.		
<b>WAITING PERIOD:</b>	The period commencing with the employee's date of employment and ending with the first day of the month next following 30 days from the employee's date of hire.		
<b>MINIMUM HOURS PER WEEK REQUIREMENT:</b>	20 hours per week.		

### PLAN OF INSURANCE

#### EMPLOYEE BENEFIT SCHEDULE

#### **EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:** (employee is required to have employee supplemental life insurance in order to elect voluntary AD&D insurance)

##### Supplemental AD&D Insurance

##### Eligible Class

All Employees

##### Amount of Supplemental AD&D Insurance

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

#### **GENERAL PROVISIONS FOR EMPLOYEE INSURANCE**

##### **AGE REDUCTIONS:**

The amount of insurance on an employee age 75 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>
75	65%
80	35%

Age reduction will apply the first day of the month following an insured employee's 75<sup>th</sup> and 80<sup>th</sup> birthdays.

**CONTRIBUTORY/  
NONCONTRIBUTORY:** Supplemental insurance is contributory.

**INCREASES AND DECREASES:** Increases and decreases due to a change in salary will become effective on the July 1 following the date change in salary, however claims will be paid based on the salary at the time of death. Evidence of insurability will not be required for an increase in insurance due solely to an increase in salary. All increases are subject to the actively at work requirement.

**SPOUSE/DOMESTIC PARTNER, CHILD BENEFIT SCHEDULE**

**SPOUSE/DOMESTIC PARTNER AND CHILD AD&D INSURANCE:**

The amount of Dependent's AD&D insurance is based on the composition of the employee's family as follows:

<b><u>Employee's Family Consists of:</u></b>	<b><u>Family Plan Schedule</u></b>
Spouse/Domestic Partner and Eligible Children	Spouse/Domestic Partner: 100% of employees coverage Each Child: \$2,500
Spouse/Domestic Partner with no Eligible Children	Spouse/Domestic Partner: 100% of employees coverage
No Spouse/Domestic Partner but Eligible Children	Each Child: \$2,500

**GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

**AGE REDUCTIONS FOR  
SPOUSE/DOMESTIC PARTNER:** Reduction done on employee's attained age.

<u>Age of Employee</u>	<u>Amount of Insurance</u>
75	65%
80	35%

Age reductions will apply the first day of the month following an insured employee's 75<sup>th</sup> and 80<sup>th</sup> birthdays.

**CONTRIBUTORY/  
NONCONTRIBUTORY:** All dependents insurance is contributory.

**INCREASES AND DECREASES:** Spouse/Domestic Partner insurance shall automatically increase or decrease as the employee's amount of insurance increases or decreases.

**TERMINATION:** Child coverage will terminate on the first of the month following their 26<sup>th</sup> birthday; all other coverage will terminate on 1<sup>st</sup> day of the month following the employee's last day of employment.

## Accidental Death and Dismemberment Policy Amendment #1

**MINNESOTA LIFE**

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

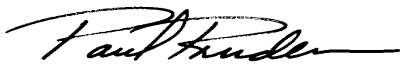
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To be attached to and made a part of Group Policy No. 34425-G issued by Minnesota Life Insurance Company to Pima County. This amendment is effective as of July 1, 2018. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The maximum amount of supplemental AD&D insurance is increased to \$1,000,000.

As a result of this change, the Group Policy Specifications Page effective July 1, 2015 is replaced with the attached Group Policy Specifications Page effective July 1, 2018.

Agreed to by Minnesota Life Insurance Company this 26th day of July, 2018.

By  \_\_\_\_\_ LL  
Vice President and Actuary

## AD&D INSURANCE POLICY SPECIFICATIONS PAGE

### GENERAL INFORMATION

<b>POLICYHOLDER:</b>	Pima County	<b>POLICY NUMBER:</b>	34425-G
<b>ASSOCIATED COMPANIES:</b>	All subsidiaries and affiliates reported to Minnesota Life by the Policyholder for inclusion in the policy.		
<b>POLICY EFFECTIVE DATE:</b>	July 1, 2015. This specifications page represents the plan in effect as of July 1, 2018.		
<b>POLICY ANNIVERSARY DATE:</b>	July 1 of each year beginning July 1, 2016		
<b>PREMIUM DUE DATE(S):</b>	The first day of each month		
<b>GROUP:</b>	The group is composed of all active regular full time employees of the policyholder and its associated companies working in the United States.		
<b>ENROLLMENT PERIOD:</b>	Not applicable to noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.		
<b>WAITING PERIOD:</b>	The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's date of employment.		
<b>MINIMUM HOURS PER WEEK REQUIREMENT:</b>	20 hours per week.		

### PLAN OF INSURANCE

#### EMPLOYEE BENEFIT SCHEDULE

#### **EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE: (employee is required to have employee supplemental life insurance in order to elect voluntary AD&D insurance)**

##### Supplemental AD&D Insurance

###### Eligible Class

All Employees

###### Amount of Supplemental AD&D Insurance

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

#### **GENERAL PROVISIONS FOR EMPLOYEE INSURANCE**

##### **AGE REDUCTIONS:**

The amount of insurance on an employee age 75 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>
75	65%
80	35%

Age reduction will apply the first day of the month following an insured employee's 75<sup>th</sup> and 80<sup>th</sup> birthdays.

##### **CONTRIBUTORY/ NONCONTRIBUTORY:**

Supplemental insurance is contributory.

**INCREASES AND DECREASES:** Increases and decreases due to a change in earnings will become effective the first of the month following the change in 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.

**SPOUSE/DOMESTIC PARTNER, CHILD BENEFIT SCHEDULE**

**SPOUSE/DOMESTIC PARTNER AND CHILD AD&D INSURANCE:**

The amount of Dependent's AD&D insurance is based on the composition of the employee's family as follows:

<b><u>Employee's Family Consists of:</u></b>	<b><u>Family Plan Schedule</u></b>
Spouse/Domestic Partner and Eligible Children	Spouse/Domestic Partner: 100% of employees coverage Each Child: \$2,500
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No Spouse/Domestic Partner but Eligible Children	Each Child: \$2,500

**GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

**AGE REDUCTIONS FOR SPOUSE/DOMESTIC PARTNER:** Reduction done on employee's attained age.

<u>Age of Employee</u>	<u>Amount of Insurance</u>
75	65%
80	35%

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NONCONTRIBUTORY:** All dependents insurance is contributory.

**INCREASES AND DECREASES:** Spouse/Domestic Partner insurance shall automatically increase or decrease as the employee's amount of insurance increases or decreases.

**TERMINATION:** Child coverage will terminate on the first of the month following their 26<sup>th</sup> birthday; all other coverage will terminate on 1<sup>st</sup> day of the month following the employee's last day of employment.

# Accidental Death and Dismemberment Insurance Policy

MINNESOTA LIFE

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

## Read Your Policy Carefully

This policy was issued to the policyholder on the effective date shown on the specifications page attached to this policy. We promise to pay the benefits provided by this policy, subject to its conditions, limitations, and exceptions. We make this promise and issue this policy in consideration of the application for this policy and the payment of the premiums.

Minnesota Life Insurance Company is a subsidiary of Minnesota Mutual Companies, Inc., a mutual insurance holding company. The policyholder is a member of



Secretary

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Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

## Legal Actions

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

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the effective date.



President

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## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY • NONPARTICIPATING

# AD&D INSURANCE POLICY SPECIFICATIONS PAGE

## GENERAL INFORMATION

**POLICYHOLDER:** Pima County **POLICY NUMBER:** 34425-G

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

**POLICY EFFECTIVE DATE:** July 1, 2015

**POLICY ANNIVERSARY DATE:** July 1 of each year beginning July 1, 2016

**PREMIUM DUE DATE(S):** The first day of each month

**GROUP:** The group is composed of all active regular full time employees of the policyholder and its associated companies working in the United States.

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

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's date of employment.

**MINIMUM HOURS PER WEEK REQUIREMENT:** 20 hours per week.

## PLAN OF INSURANCE

### EMPLOYEE BENEFIT SCHEDULE

**EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:** (employee is required to have employee supplemental life insurance in order to elect voluntary AD&D insurance)

#### Supplemental Insurance

Eligible Class

All Employees

Amount of Insurance

One to eight times annual earnings rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$500,000.

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

**AGE REDUCTIONS:** The amount of insurance on an employee age 75 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:

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Age reduction will apply the first day of the month following an insured employee's 75<sup>th</sup> and 80<sup>th</sup> birthdays.

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**GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

**AGE REDUCTIONS FOR SPOUSE/DOMESTIC PARTNER:** Reduction done on employees attained age.

<u>Age of Employee</u>	<u>Amount of Insurance As a Percentage of Amount Prior to Attaining Age 75</u>
75	65%
80	35%

Age reductions will apply the first day of the month following an insured employee’s 75<sup>th</sup> and 80<sup>th</sup> birthdays.

**CONTRIBUTORY/ NONCONTRIBUTORY:** All dependents insurance is contributory.

**INCREASES AND DECREASES:** Spouse/Domestic Partner insurance shall automatically increase or decrease as the employee’s amount of insurance increases or decreases.

**TERMINATION:** Child coverage will terminate on the first of the month following their 26<sup>th</sup> birthday; all other coverage will terminate on 1<sup>st</sup> day of the month following the employee’s last day of employment.

## Definitions

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### **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 this policy.

### **certificate effective date**

The date the certificate holder's coverage under this policy becomes effective.

### **certificate holder**

An insured employee.

### **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. A sole proprietor will be considered the employee of the proprietorship. A partner in a partnership will be considered an employee so long as the partner's principal work is the conduct of the partnership's business. The term employee does not include temporary employees, seasonal 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 policy.

### **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 the certificate holder or the certificate holder's 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.

### **noncontributory insurance**

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

### **policy anniversary**

The policy anniversary date shown on the specifications page attached to this policy.

### **policy effective date**

The date this policy was issued as shown on the specifications page attached to this policy.

### **policyholder**

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

### **specifications page**

The outline which summarizes 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 policy. The waiting period is shown on the specifications page attached to this policy.

### **we, our, us**

Minnesota Life Insurance Company.

### **you, your**

The policyholder named on the specifications page attached to this policy.

## General Information

### What is your agreement with us?

This policy and your attached signed application contain the entire contract between you and us. Any statements you make will, in the absence of fraud, be considered representations and not warranties. Also, any statement that you make will not be used to void this policy, nor will it be used in our defense if we refuse to pay a claim unless the statement is contained in your application, a copy of which has been furnished to you.

No change or waiver of any provision of this policy, or any certificate issued under it, will be valid unless made in writing by us and signed by our president, a vice-president, our secretary, or an assistant secretary. No agent or other person has the authority to change or waive any provision of this policy, nor of any certificate issued under it.

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

### Are employees of associated companies eligible for insurance under this policy?

Yes. Employees of associated companies may be eligible for insurance under this policy. Associated companies are shown on the specifications page attached to this policy. You represent any associated company in all transactions pertaining to this policy. Your acts or omissions and every notice given by us to you shall be binding on every associated company. When an associated company ceases its participation under the policy, the policy shall be considered to be terminated for all employees of the associated company. All provisions related to the policy terminating will apply to such employees.

### Can this policy be amended?

Yes. The certificate holder's consent is not required to amend this policy or any certificates issued under it. 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 as shown on the specifications page attached to this 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 policy; and

- (3) has satisfied the waiting period as shown on the specifications page attached to this policy; 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?

If the policyholder's plan of insurance, as shown on the specifications page attached to this policy, does not specifically provide insurance for retired employees, a retired employee shall not be eligible to become insured, nor to 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, an employee must be actively at work, fully performing his or her customary duties for his or her regularly scheduled hours 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 policy, an employee is eligible to continue to be insured only while he or she remains actively at work.

### When does a certificate holder's insurance become effective?

A certificate holder's insurance becomes effective on the date that all of the following conditions have been met:

- (1) the certificate holder meets all eligibility requirements; and
- (2) if required, the certificate holder applies 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. 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) FMLA leaves:**

- Basic Life Insurance will continue for a full 12 weeks, and is paid by the employer.
- Supplemental Life Insurance will continue for a full 12 weeks and is paid by the employee.

### **(2) Other medical leaves, including disability leaves:**

- Basic Life Insurance will continue for 1 year (maximum) and is paid by the employer.
- Supplemental Life Insurance will continue for 1 year (maximum) and is paid by the employee.

### **(3) Non-Medical leaves:**

- Basic Life Insurance will continue for 1 year and is paid by the employer
- Supplemental Life Insurance will continue for 1 year and is paid by the employee.

Continuation of insurance must be in accordance with practices and procedures that preclude individual selection.

Coverage during a leave of absence and upon returning 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**

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

Unless we have agreed to some other premium payment procedure, premiums for this policy are remitted to us monthly. Premiums are due on the premium due date as shown on the specifications page attached to this policy. We apply premiums consecutively to keep the insurance in force.

You may pay premiums before they are due for any period up to the next policy anniversary. Premiums paid in advance should be calculated at the rate of the monthly premium currently due.

Premium contributions for contributory insurance are to be paid to you unless we have agreed to some other premium payment procedure. The premium contributions by employees for contributory insurance should be remitted to us as due along with the premiums payable for noncontributory insurance.

### **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 you and we agree.

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee period, or following the date that the amount of insurance in force for any one coverage changes by more than 15% from that which was used to determine the current rates (active employee coverage and retiree coverage are considered separate coverage, as are spouse AD&D and child AD&D); or
- (2) Anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% from the volume that was used to determine the current rates or more.

### **Can a premium be paid after the date it is due?**

Yes. This policy has a 31-day grace period. If a premium is not received by us on or before the date it is due, that premium may be paid during the 31-day grace period following the due date. The insurance under this policy will remain in effect during the 31-day grace period. This grace period does not apply to the first premium payment.

### **Can the premium be adjusted?**

Yes. We will adjust the premium on each due date for insurance which was effective or terminated before the most recent due date, but not reflected in prior premium payments. We will charge you for any additional premium, and will refund any overpayment, excluding any overpayment made more than 12 months before the adjustment.

## **Accidental Death and Dismemberment Benefit**

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### **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.

**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 policy. 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%
Hearing in one ear.....	25%
Thumb and Index Finger of One Hand .....	25%
Uniplegia.....	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. Uniplegia means total paralysis of one limb.

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 circumstances 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 section of this policy, will never exceed such insured's full amount of insurance shown on the specifications page attached to this policy unless otherwise specified in the Additional Benefits section of this policy.

**Can a certificate holder request a change in the amount of his or her contributory insurance?**

Yes. A certificate holder can request an increase or a decrease in the amount of his or her contributory insurance as shown on the specifications page attached to this policy. 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 policy. 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 a certificate holder 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 the certificate holder's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% 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 a certificate holder's accidental death, we will pay the accidental death benefit to the beneficiary or beneficiaries. All other benefits will be payable to the certificate holder, if living, otherwise to the certificate holder's estate.

A beneficiary is named by a certificate holder to receive the accidental death benefit to be paid at the certificate holder's accidental death. The certificate holder may name one or more beneficiaries. The certificate holder cannot name you or an associated company as a beneficiary.

The certificate holder may also choose to name a beneficiary that the certificate holder 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 the certificate holder has requested another method in writing. To receive the accidental death benefit, a beneficiary must be living at the time of the certificate holder's accidental death. In the event a beneficiary is not living at the time of the certificate holder's 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 the certificate holder and a beneficiary, the accidental death benefit will be paid as if the certificate holder survived the beneficiary.

If there is no eligible beneficiary, or if the certificate holder does not name one, we will pay the accidental death benefit to:

- (1) the certificate holder's lawful spouse, if living, otherwise;
- (2) the certificate holder's natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) the certificate holder's parents in equal shares, if living, otherwise;
- (4) the certificate holder's siblings in equal shares if living, otherwise;
- (5) the personal representative of the certificate holder's estate.

### Can a certificate holder add or change beneficiaries?

Yes. A certificate holder can add or change beneficiaries if all of the following are true:

- (1) the certificate holder's coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) the certificate holder has not assigned the ownership of his or her 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 a certificate holder's request.

## Exclusions

### What are the exclusions under this policy?

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, 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.

\*\* We will waive the exclusion 8b, 8c and 8d listed in the Exclusions section of this policy with regard to an aircraft that is being used by or for the Policyholder provided the insured employee is traveling or flying (including getting in or out, on or off or being struck down or run down) as a passenger, pilot or crew member on any aircraft owned or leased by the policyholder.

This Waiver applies only if at the time of the accident such aircraft:

- (1) is owned, controlled or leased by or for the Policyholder; and
- (2) has a current valid airworthiness certificate; and
- (3) is operated with the consent of the Policyholder; and
- (4) is piloted by a certified pilot authorized to aviate the aircraft who has completed a pilot history form and whose names are held on file with the Policyholder provided that at the time of the accident he/she has a current valid license with appropriate ratings for the aircraft.

All other provisions, limitations and exclusions remain unchanged except as specifically noted herein.

## 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 section, unless otherwise stated. All provisions of the policy, including but not limited to the Exclusions section, shall apply to these additional benefits.

### 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 policy, 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 policy.

### 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 policy.

### Air Bag Benefit

#### What is the air bag benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional accidental death benefit equal to the lesser of:

- (1) \$5,000; or
- (2) 5% of the insured's amount of insurance.

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

- (1) the seat in which the insured was 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 the insured 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 Benefit

#### What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional accidental death benefit equal to the lesser of:

- (1) \$10,000; or
- (2) 100% of the amount payable due to death.

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 the insured at the time of the accident as certified in the official accident report or by the investigating officer; and 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 (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, acrobatic or stunt driving.

## Motorcycle Helmet Benefit

### What is the motorcycle helmet benefit?

If an insured dies as a direct result of injuries sustained in a covered accident that occurs while he or she is driving or riding on a motorcycle, we will pay an additional accidental death benefit equal to the lesser of:

- (1) \$10,000; or
- (2) 10% of the insured's amount of insurance.

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

- (1) the insured was wearing a motorcycle helmet at the time of the accident, as certified in the official accident report or by the investigating officer; and
- (2) at the time of the accident, the driver of the motorcycle was a licensed motorcycle driver and was not intoxicated, impaired or under the influence of alcohol or drugs.

Motorcycle helmet means a helmet that complies with Federal Motor Vehicle Safety Standard No. 218.

## Termination

### When does a certificate holder's insurance end?

A certificate holder's insurance ends on the earliest of the following:

- (1) the date this policy ends; or
- (2) the date the certificate holder no longer meets the eligibility requirements; or
- (3) the date this policy is amended so the certificate holder is no longer eligible; 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 a certificate holder's written request to cease participation under this policy.

If a certificate holder's insurance under this policy terminates due to non-payment of premiums, his or her coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during the certificate holder's lifetime.

### Can a certificate holder's coverage be reinstated after termination?

Yes. When a certificate holder's coverage terminates because he or she is no longer eligible, and the certificate holder subsequently becomes eligible again, the employer may reinstate such coverage under this policy according to its own rules and time frame, without the need to satisfy any waiting period.

### When does this policy terminate?

You may terminate this policy by giving us 31 days prior written notice. We reserve the right to terminate this 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 you with notice of our intent to terminate this policy.

### Can this policy be reinstated?

No. We will not reinstate this policy after it terminates. You must submit a new application for a new policy after this policy has terminated.

## Family Coverage

If a certificate holder has dependents, he or she may elect AD&D coverage for his or her eligible dependents as described below. All provisions of the policy applicable to an "insured", including but not limited to references in the Exclusions and Additional benefits section, shall apply to a dependent insured hereunder:

### What members of the insured employee's family are eligible for this benefit?

The following members of the insured employee's family are eligible for this benefit:

- (1) the insured employee's spouse who is not legally separated from the employee and who is not eligible for insurance as an employee under this policy; and
- (2) the insured employee's domestic partner. Domestic partners must meet all of the following requirements:
  - (a) share the same permanent residence;
  - (b) have a close personal relationship;
  - (c) be jointly responsible for basic living expenses;
  - (d) are single or divorced;
  - (e) are 18 years of age or older;
  - (f) are not related by blood;
  - (g) are each other's sole domestic partner and are responsible for each other's common welfare.
- (3) The insured employee's children, stepchildren, legally adopted children or children placed with the insured for the purpose of adoption, who are unmarried and dependent on the insured for financial support.



This does not include grandchildren, great grandchildren or foster children. Children are eligible from live birth (stillborn or unborn children are not eligible) to the first day of the month following the attainment of age 26. Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on the employee for more than one-half of their support and maintenance.

If both parents of a child qualify as eligible employees under this 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 this 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, the insured employee applies 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 the insured employee's 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 the employee was then first becoming eligible for dependents insurance under this policy.

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 the insured employee's insurance under this policy 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 section found earlier in the policy 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 0.1% 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 the certificate holder, if living, otherwise to his or her estate.

## **Dependents Benefit Termination**

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### **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 he or she no longer has a dependent 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**

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### **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 two 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 a certificate holder's 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, the certificate holder files the original instrument or a certified copy with us at our home office, and we send the certificate holder an acknowledged copy.

We are not responsible for the validity of any assignment. A certificate holder is responsible for ensuring that the assignment is legal in his or her state and that it accomplishes his or her 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.

**Are you required to maintain records?**

Yes. You are required to maintain adequate records of any information necessary for us to administer this policy. We can obtain them from you at any reasonable time.

If a clerical error is made in keeping records on the insurance under this policy, it will not affect otherwise valid insurance. A clerical error does not continue insurance which is otherwise stopped, nor put into effect insurance to which an insured is not otherwise entitled. If an error causes a change in premium payment, we will make a fair adjustment.

**Will a certificate of insurance be provided for each certificate holder?**

Yes. We will provide you with a certificate of insurance for delivery to each certificate holder. The certificate will include information regarding the principal provisions of his or her coverage.

**Will this policy receive experience credits?**

Each year we will determine if this policy will receive an experience credit.

**Are you our agent?**

No. For all purposes of this policy, neither you, an associated company, nor any administrator you appoint is our agent. We will not be liable for any of your acts or omissions or those of an associated company or administrator.

**Will the provisions of this policy conform with state law?**

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

## **MINNESOTA LIFE**

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

### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY • NONPARTICIPATING**

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