

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 1, 2016
as revised on November 4, 2016

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

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ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE

CERTIFICATE SPECIFICATIONS PAGE

GENERAL INFORMATION

POLICYHOLDER: AzMT – Town of Youngtown **POLICY NUMBER:** 34487-G

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

POLICY EFFECTIVE DATE: July 1, 2016. This specifications page represents the plan in effect as of July 1, 2016 as revised on November 4, 2016.

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

GROUP: The group is composed of all active full-time employees and elected officials of the policyholder and its associated companies working in the United States, classified as follows:

Class 1 All Active Full-time Employees
Class 2 All Elected Officials

Spouses and dependent children of employees are eligible as stated in the certificate and this specifications page.

DOUBLE COVERAGE: Double coverage is not allowed across all AzMT locations. Two employees who are married may not be insured as both an employee and a spouse. Only one employee may elect coverage for their children.

ENROLLMENT PERIOD: 31 days from the first day of eligibility for contributory insurance.

WAITING PERIOD: Classes 1 and 2: 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: Class 1: 30 hours per week.
Class 2: Actively serving

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

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

Voluntary AD&D Insurance

Eligible Class

All Employees

Amount of VAD&D Insurance

An amount chosen by the employee in increments of \$10,000, subject to a maximum of \$500,000.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

**CONTRIBUTORY/
NONCONTRIBUTORY:** Voluntary AD&D insurance is contributory.

INCREASES AND DECREASES: Requests for increases and decreases may be made once a year during annual enrollment and shall be effective on July 1 following the annual enrollment.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS AD&D INSURANCE:

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

<u>Employee's Family Consists Of</u>	<u>Amount of Voluntary AD&D Insurance*</u>
Spouse and eligible children	40% of the employee's amount of VAD&D insurance
Spouse without children	50% of the employee's amount of VAD&D insurance
Each child with spouse	10% of the employee's amount of VAD&D insurance
Each child without spouse	15% of the employee's amount of VAD&D insurance

*The spouse coverage is subject to a maximum of \$250,000. The child coverage is subject to a maximum of \$75,000.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

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

INCREASES AND DECREASES: Dependents insurance shall automatically increase or decrease as the employee's amount of insurance increases or decreases.

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. 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 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.

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. 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?

If the policyholder's plan of insurance, as shown on the specifications page attached to the group 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 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 continue your noncontributory insurance or allow you to continue your contributory 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 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 coverages, 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.

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.

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 your losses due to any one accident not including any amount paid according to the terms of the Additional Benefits

section of this certificate, will never exceed your 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 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 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) 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. All requests are subject to our approval. 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, 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 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 section, unless otherwise stated. All provisions of the certificate, including but not limited to the Exclusions section, shall apply to these additional benefits.

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 and dismemberment benefit equal to the lesser of:

- (1) \$10,000; or
- (2) 10% of the insured's AD&D benefit.

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.

- (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.

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.

Repatriation Benefit

What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. 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 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 and dismemberment benefit equal to the lesser of:

- (1) \$20,000; or
- (2) 20% of the amount payable due to the death or dismemberment.

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

Waiver of Premium Benefit

What is the waiver of premium benefit?

If, while under age 60, 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 suited by education, training, or experience. You must be under the care of a licensed physician. The licensed physician cannot be you or a member of your immediate family. For purposes of this benefit, your immediate family consists of your spouse, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

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) commenced before your 60th birthday; and
- (4) 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.

What are the exclusions under this benefit?

Insurance will not be continued if your total disability results from or is caused directly or indirectly by any of the following:

- (1) intentionally self-inflicted injury; or
- (2) participation in or any attempt to commit an assault or a felony; or

- (3) war or any act of war, whether declared or undeclared; or
- (4) terrorist acts.

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 for which you were insured on the date of the onset of total disability.

The amount of insurance continued under this benefit for any of your dependents insured under this certificate is the amount of insurance for which the dependent was insured on the date of the onset of your total disability. If a dependent becomes insured on or after the date of the onset of your total disability, the amount of insurance for that dependent will be in accordance with the plan of dependents insurance in effect for you.

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; or
- (2) the date you recover so that you are no longer totally disabled; or
- (3) the date you fail to furnish satisfactory proof of continued total disability when requested or refuse to submit to a required medical examination; or
- (4) the date the employee retires if this certificate provides for termination of insurance at retirement.

Insurance being continued without further payment of premium under the provisions of this benefit will not end due solely to the termination of this benefit or of the group policy.

What if you recover and again become totally disabled?

If you recover, return to work for the employer and, due to the same accidental injury or illness become totally disabled again, within six months, while insured under this certificate, the two periods of total disability will be considered one period of total disability and you will not be required to satisfy a new nine-month waiting period before the waiver of premium resumes. However, premium will not be waived during any such recovery period.

What happens to your insurance when the waiver of premium benefit ends?

When the waiver of premium benefit ends according to the provision entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If this certificate is in force and you meet the eligibility requirements of this certificate, your insurance can be continued. Premium will no longer be waived and premium payment must be resumed; or
- (2) If this certificate is not in force or you do not meet the eligibility requirements of this certificate, insurance shall terminate.

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 you die as a result of a covered accident before a waiver claim is submitted and approved?

If you die as a result of a covered accident within one year of the date of onset of your total disability, the 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 nine months. The beneficiary must submit proof satisfactory to us that your total disability, which began while your insurance was in force and before your 60th birthday, continued without interruption until your death.

What if you are totally disabled and you suffer a covered dismemberment before a waiver claim is submitted and approved?

If you are totally disabled and you suffer a covered dismemberment as the result of a covered accident within one year of the date of onset of your disability, you may claim benefits even if premium payments were discontinued and you had not submitted due proof satisfactory to us of your total disability or were continuously disabled for less than nine months. You must submit proof satisfactory to us that your total disability, which began while your insurance was in force and before your 60th birthday, continued without interruption until your covered dismemberment.

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; or
- (3) the date the group policy is amended so you are 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 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 31 days of the date of termination and during your lifetime.

Can your coverage be reinstated after termination?

Yes. When your coverage terminates because you are no longer eligible, and you subsequently become eligible again the employer may reinstate such coverage under this certificate according to its own rules and time frames, without the need to satisfy any waiting period.,

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 policy 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 and who is not eligible for insurance as an employee under this certificate; and
- (2) your or your spouse's children, stepchildren and legally adopted children who are less than 26 years old. Eligibility begins at live birth (stillborn and unborn children are not eligible). 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.

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 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 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 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 you, if living, otherwise to your estate.

Family Coverage Additional Benefits

The following benefits apply to those insureds who 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 section, unless otherwise stated.

Child Care Benefit

What is the child care benefit?

If you die as a result of a covered accident and you are survived by his or her dependent spouse and one or more dependent children, we will pay additional benefits to reimburse the surviving spouse for child care expenses for your dependent children.

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

- (1) 3% of your amount of insurance; or
- (2) \$3,000; or
- (3) 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. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to the surviving parent, to the child's guardian, the custodian under the Uniform Transfers to Minors Act or to an adult caretaker when permitted under state law

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 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 26. 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 Education Benefit

What is the spouse education benefit?

We will pay an education benefit on behalf of the employee's spouse if an insured employee dies as a result of a covered accident and is survived by his or her spouse, provided that the spouse enrolls in a program of higher education within 12 months after the employee's death.

The benefit payable will be the least of:

- (1) the actual tuition charged for all such education; or
- (2) 5% of the insured employee's amount of AD&D insurance; or
- (3) \$5,000.

Only expenses occurring within 36 months after the date of the employee's death will be eligible for reimbursement.

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 you no longer have 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

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 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.

MINNESOTA LIFE

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

ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE