

# Accidental Death and Dismemberment Certificate of Insurance

**MINNESOTA LIFE**

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

Effective July 22, 2017

## Read Your Certificate Carefully

You are insured under the group policy shown on the certificate specifications page. This certificate summarizes the principal provisions of the group policy that affect you. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the policyholder during regular working hours.

## Legal Actions

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



Secretary



President

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## ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE

## GENERAL PROVISIONS FOR AD&D INSURANCE

### AGE REDUCTIONS:

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

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

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

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

### RETIREMENT REDUCTIONS:

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

### CONTRIBUTORY/ NONCONTRIBUTORY:

All AD&D insurance is contributory insurance.

### INCREASES AND DECREASES:

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

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

### REINSTATEMENT PERIOD:

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

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

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

TYPE OF LOSS	PERCENT OF AMOUNT OF INSURANCE
Life.....	100%
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
Speech and Hearing .....	100%
One Hand and One Foot.....	100%
One Foot and Sight of One Eye .....	100%
One Hand and Sight of One Eye.....	100%
Quadriplegia.....	100%
Paraplegia .....	75%
Sight of One Eye .....	50%
Speech or Hearing .....	50%
One Hand or One Foot.....	50%
Hemiplegia .....	50%
Thumb and Index Finger of One Hand .....	25%

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical treatment or by artificial means. Loss of thumb and index finger means complete severance of both the thumb and the index finger at or above the metacarpophalangeal joints. Quadriplegia means total paralysis of both upper and lower limbs. Paraplegia means total paralysis of both lower limbs. Hemiplegia means total paralysis of upper and lower limbs on one side of the body.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) your lawful spouse, if living; otherwise
- (2) your natural or legally adopted child (children) in equal shares, if living; otherwise
- (3) your parents in equal shares, if living; otherwise
- (4) your brothers and sisters in equal shares, if living; otherwise
- (5) the personal representative of your estate.

### Can you add or change beneficiaries?

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

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

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

## Exclusions

### What are the exclusions under this certificate?

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

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

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

## Additional Benefits

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

### Adaptive Home and Vehicle Benefit

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

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

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

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

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

### Air Bag Benefit

#### What is the air bag benefit?

If you die or suffer a covered dismemberment as a result of a covered accident which occurs while you are driving or riding in a private passenger car, we will pay an additional accidental death and dismemberment benefit

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

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

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

## **Termination**

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

Your insurance ends on the earliest of the following:

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

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

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

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

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

## **Family Coverage**

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

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

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

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

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

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

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

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

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

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