

# 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

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Effective September 1, 2020

## Read Your Certificate Carefully

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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

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



Secretary



President

## TABLE OF CONTENTS

Definitions.....	2	Waiver of Premium Benefit.....	8
General Information .....	2	Termination.....	10
Premiums .....	3	Family Coverage .....	10
Accidental Death and Dismemberment Benefit .....	3	Family Coverage Additional Benefits .....	11
Exclusions .....	5	Dependents Benefit Termination.....	12
Additional Benefits .....	5	Additional Information.....	13
Portability Benefit .....	7		

## ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE

## AD&D INSURANCE CERTIFICATE SPECIFICATIONS PAGE

### GENERAL INFORMATION

<b>POLICYHOLDER:</b>	Salt Lake Community College	<b>POLICY NUMBER:</b>	34213-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, 2013. This specifications page represents the plan of insurance in effect as of September 1, 2020.		
<p>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.</p>			
<b>GROUP:</b>	The group is composed of active full-time employees of the policyholder and its associated companies.		
<b>ENROLLMENT PERIOD:</b>	Not applicable to noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.		
<b>WAITING PERIOD:</b>	None		
<b>MINIMUM HOURS PER WEEK REQUIREMENT:</b>	30 hours per week.		

### PLAN OF INSURANCE

#### EMPLOYEE BENEFIT SCHEDULE

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

**Eligible Class**

All Employees

**Amount of Insurance**

An employee may elect any amount of insurance from \$25,000 to \$300,000, in \$25,000 increments.

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

<b>AGE REDUCTIONS:</b>	Coverage terminates upon attainment of age 70.
<b>RETIREMENT REDUCTIONS:</b>	All AD&D insurance terminates upon retirement, except as provided for under the portability provisions.
<b>CONTRIBUTORY/ NONCONTRIBUTORY:</b>	All AD&D insurance is contributory insurance
<b>INCREASES AND DECREASES:</b>	The effective date of increases and decreases due to a change in eligible class or earnings is the date of the change in eligible class or earnings. All increases are subject to the actively at work requirement.

#### DEPENDENTS BENEFIT SCHEDULE

**DEPENDENTS AD&D INSURANCE:** The employee must be enrolled for coverage under the group policy in order to elect any dependent coverage under this policy.

**Eligible Class**

Spouse/Domestic Partner

**Amount of AD&D Insurance**

An employee may elect any amount of spouse/domestic partner insurance from \$25,000 to \$250,000, in \$25,000 increments.

Children

An employee may elect any amount of child insurance from \$5,000 to \$25,000, in \$5,000 increments.

## **GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

- AGE REQUIREMENTS:** A spouse is eligible only if he or she has not attained age 70 when initial application for dependents coverage is made.
- CONTRIBUTORY/  
NONCONTRIBUTORY:** All dependents insurance is contributory.
- INCREASES AND DECREASES:** The effective date for increases and decreases in dependents insurance is the date of the change.

## 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 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/domestic partner, 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

The individual who applies for and becomes insured under the group policy.

## General Information

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### 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 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.

### 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 not actively at work due to sickness, injury, leave of absence (including Sabbatical for Faculty, Staff Development, Personal Leave and Public Service Leave), Military Leave, 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/domestic partner 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:

FOR LOSS OF	AMOUNT OF BENEFIT
Life.....	Full Amount of AD&D Insurance
Both Hands or Both Feet..	Full Amount of AD&D Insurance
Sight of Both Eyes.....	Full Amount of AD&D Insurance
Speech and Hearing (in both ears) .....	Full Amount of AD&D Insurance
One Hand and One Foot..	Full Amount of AD&D Insurance
One Foot and Sight of One Eye .....	Full Amount of AD&D Insurance
One Hand and Sight of One Eye .....	Full Amount of AD&D Insurance
Quadriplegia.....	Full Amount of AD&D Insurance
Paraplegia .....	75% of Amount of AD&D Insurance
Sight of One Eye .....	50% of Amount of AD&D Insurance
Speech or Hearing (in both ears) .....	50% of Amount of AD&D Insurance
One Hand or One Foot .....	50% of Amount of AD&D Insurance
Hemiplegia .....	50% of Amount of AD&D Insurance
All Four Fingers of One Hand.....	25% of Amount of AD&D Insurance
Thumb and Index Finger of One Hand.....	25% of Amount of AD&D Insurance
Uniplegia .....	25% of Amount of AD&D Insurance
All the Toes of One Foot .....	20% of Amount of AD&D Insurance

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech, or hearing (in both ears) means the entire and irrecoverable loss of sight, speech, or hearing (in both ears) 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. Loss of toe means complete severance at or above the metatarsal phalangeal joints.

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

from the waist down including total paralysis of the foot if claiming a lower limb).

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand or the loss of four fingers of one hand for injury to the same hand as a result of any one accident. A benefit is not payable for both loss of one foot and the loss of all toes of one foot for injury to the same foot as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, toe, foot, sight, speech, or hearing if one payment has already been made for that loss.

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 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 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) 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**

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### **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 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) participation in war or any act of war, whether declared or undeclared; or
- (10) participation in a riot or civil insurrection; or
- (11) service in the military of any nation.

## **Additional Benefits**

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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.

## **Adaptive Home and Vehicle Benefit**

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

If you suffer a loss other than loss of life and a benefit is payable under the AD&D benefit, 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 one year from the date of the accident. Your benefit will be the lesser of:

- (1) 10% of his or her amount of AD&D insurance; or
- (2) the actual alteration expense; or
- (3) \$25,000.

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 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 AD&D benefit equal to the lesser of \$25,000 or 5% of the insured's amount of AD&D 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.

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

## **Coma Benefit**

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

If an insured lapses into a coma as a result of and within 365 days of a covered accidental injury, and such coma has lasted for a minimum of 11 full months, we will pay a monthly benefit equal to the lesser of:

- (1) 1% of the insured's amount of AD&D insurance; or
- (2) 1% of the difference between the insured's amount of AD&D insurance and the amount of any benefits paid under the loss schedule for the same accident. (if the full amount of AD&D insurance has been paid, no benefit is payable under this section).

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

- (1) the date the insured recovers such that he or she is no longer in a coma as defined herein; or
- (2) the date of the insured's death. If an accidental death payment is due under the group policy, the amount of such payment will be reduced by the amount of AD&D insurance paid under this coma provision; or
- (3) 11 monthly benefits have been paid.

Coma means a state of profound unconsciousness which resulted directly and independently from all other causes from a covered accident, and from which the insured has no evidence of appropriate responses to stimulation. The insured must be confined in a medical facility and diagnosed as comatose by a licensed physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a covered injury unless the state of unconsciousness results from the administration of anesthesia in preparation of surgical treatment of that covered accident.

## **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 and proof satisfactory to us that the accident occurred and the insured was a passenger on the conveyance, 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 the group policy.

## **Exposure Benefit**

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

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

## **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 AD&D benefit equal to the lesser of:

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

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

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

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

## **Portability Benefit**

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

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

To continue coverage under the provisions of this benefit, you must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Coverage provided by this benefit will then be deemed effective retroactive to the beginning of the 31-day period. This date is considered to be your portability date and you are then considered to have portability status.

### **Who is eligible to continue insurance under this benefit?**

You are eligible to continue insurance under this benefit if you, except as provided by this benefit, no longer meet the eligibility requirements of this certificate due to any of the following:

- (1) the employee terminates employment, including retirement; or
- (2) the employee is no longer in a class eligible for insurance or is on a leave or layoff; or
- (3) a class or group of employees insured under the policy is no longer considered eligible and there is no successor plan for that class or group. Successor plan means an insurance policy or policies provided by us or another insurer that replaces insurance provided under this policy.

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

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

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

Only contributory insurance may be continued under this benefit. If you elect to continue your own coverage according to the provisions of this benefit, you may also elect to continue contributory insurance for any other individual insured under your certificate. You may also continue coverage under all additional benefits to such certificate which apply to contributory insurance and by which you were insured immediately preceding your portability date, except the Waiver of Premium, which shall terminate upon porting.

The amount of insurance continued under this benefit for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

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

The minimum amount of insurance that can be continued under this benefit is \$10,000. The minimum does not apply to any other insureds covered under this benefit.

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

The maximum amount of insurance that can be continued under this benefit for an insured under age 65 is the amount of insurance that was in force on your portability date, but not more than \$500,000 if you are an employee or \$50,000 if you are a spouse/domestic partner. However, for an insured who is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on his or her portability date, to a maximum of \$325,000 if you are an employee or \$32,500 if you are a spouse/domestic partner.

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

Yes. When an insured attains age 65, the amount of insurance continued under this benefit will reduce to 65% of the amount of insurance in force on the day prior to his or her attainment of age 65. Insurance terminates at age 70.

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

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

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

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

Premium contributions will be paid directly to us on a monthly, quarterly, semi-annual, or annual basis and will be subject to an administrative charge per billing period. We may adjust the amount of the charge, but not more often than once per year.

### **Can the premium rate change?**

Yes. The premium rate may increase on the portability date. The premium rate may also increase in the future but will not change more often than once per year.

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

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

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

Notwithstanding anything in this certificate to the contrary, termination of the group policy will not terminate insurance then in force for any person with portability status. The group policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

Any insurance continued under the terms of this benefit will remain in force until terminated by the provision entitled "When will insurance continued under this benefit terminate?"

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

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

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

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

## **Waiver of Premium Benefit**

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### **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 five 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. 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 certificate, your immediate family consists of your spouse/domestic partner, 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 five 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 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) participation in war or any act of war, whether declared or undeclared.

## 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.

If this certificate provides for reductions in your amount of insurance based on age or retirement, such reductions will apply to your amount of insurance if you are then disabled.

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. If this certificate provides for reductions in a dependent's amount of insurance based on age, such reductions will apply to the amount of insurance on the dependent continued under this certificate.

## 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) the date you reach Social Security Normal Retirement age; 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 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 five 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 five 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, unless the insurance can be continued under the portability provisions, if any; 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, if any; 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 policy 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 the insured; and
- (2) your same or opposite sex domestic partner who meets the following criteria:
  - a. is at least 18 years of age or older;
  - b. is unmarried;
  - c. is mentally competent to consent to the domestic partnership;
  - d. is not related to you by blood in the way that prohibits lawful marriage;
  - e. shares the same primary residence and has been in a mutually exclusive relationship with you for at least the last six (6) months, and has plans to continue the arrangement on an indefinite basis; and
  - f. is jointly responsible for the common welfare of you and him or herself and shares financial obligations with you.
- (3) you and your domestic partner's children, stepchildren, legally adopted children (including those placed for adoption), and children for whom you or your domestic partner is legal guardian. Children are eligible from live birth (stillborn or unborn children are not eligible) to 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 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 both parents 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.

For adopted children, coverage is effective from the moment of birth if placement for adoption occurs within 30 days of the child's birth or from the date of placement, if placement for adoption occurs 30 days or more after the child's birth, and will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement. "Placement" means the assumption and retention by a person of a legal obligation for total or partial support of a child in anticipation of the adoption of the child.

We must be notified of the birth, or placement for the purpose of adoption, and receive the required premium within 30 days after the date of birth or placement in order to have the coverage extend beyond that 30-day period.

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.

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

The amount of the benefit 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. All provisions of this certificate, including but not limited to the Exclusions section, shall apply to these additional benefits.

### **Child Care Benefit**

#### **What is the child care benefit?**

If you die as a result of a covered accident and you are survived by one or more insured dependent children under age 13, we will pay additional benefits to reimburse whomever incurred the child care expense for your insured dependent children while under age 13. The child must be enrolled for child care at the time of the covered accident or enroll for child care within 90 days of the covered accident.

The benefit for per year will be the lesser of:

- (1) 6% of your amount of AD&D insurance; or
- (2) \$6,000; or
- (3) the amount of the 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 an insured dependent child's care. No payment will be made for expenses incurred more than four years after the date of your death or for expenses incurred for any insured dependent children over age 13. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to whoever incurred the child care expenses on behalf of the insured dependent children. The maximum child care benefit payable under this benefit shall be \$6,000 per year regardless of the number of children.

## Child Dismemberment Double Benefit

### What is the child dismemberment double benefit?

If an insured dependent child suffers a covered loss, other than loss of life, the amount payable shall be twice the amount listed in the table found in the "What is the amount of the accidental death and dismemberment benefit?" section of this certificate.

If an insured dependent child sustains more than one covered loss as a result of a covered accident, the increased Child Dismemberment benefit will be calculated based on the covered loss for which the largest available accidental dismemberment benefit is payable.

If an insured dependent child suffers a loss of life within 365 days of the same covered accident, the loss of life benefits under the Accidental Death and Dismemberment Benefit will not be reduced by the dismemberment benefit received under the increased dependent child dismemberment benefit.

## Dependent Child Education Benefit

### What is the dependent child education benefit?

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

- (1) at the time of your death, the insured dependent child is enrolled as a full-time student at an accredited post-secondary educational institution (beyond the 12<sup>th</sup> grade level, however, no benefit will be payable for the current school year); or
- (2) the insured 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) 6% of your amount of insurance; or
- (3) \$6,000.

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 is required for each school year.

## Spouse/Domestic Partner Education Benefit

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

We will pay an education benefit on behalf of your insured spouse/domestic partner if you die as a result of a covered accident and are survived by your insured spouse/domestic partner, provided that the spouse/domestic partner enrolls in a program of higher education within 3 years after your death.

The benefit payable will be the least of:

- (1) the actual tuition charged for all such education; or
- (2) 6% of your amount of AD&D insurance; or
- (3) \$6,000.

## Survivor Benefit

### What is the survivor benefit?

If you or your insured spouse/domestic partner dies as a result of a covered accident and he or she is survived by his or her insured dependent spouse/domestic partner, an additional benefit equal to 1% of the insured's amount of AD&D insurance on the date of the insured's death will be paid monthly for a period not to exceed twelve consecutive months, subject to a maximum monthly benefit amount of \$12,000. Payments will commence upon approval of the insured's accidental death claim.

The monthly benefit will be paid to the insured's spouse, if living, otherwise to the insured employee's dependent children, in equal shares.

If all surviving dependents die within the twelve month period, benefits will end.

## 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 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 your insurance be assigned?**

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

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

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

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

## Important Notice

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

MINNESOTA LIFE

### NOTICE OF PROTECTION PROVIDED BY UTAH LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - \$500,000 in death benefits
  - \$200,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$500,000 in long-term care insurance benefits
  - \$500,000 in disability income insurance benefits
  - \$500,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 31A, Chapter 28.

**Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.**

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association’s website at [www.utlifega.org](http://www.utlifega.org) or contact:

**Utah Life and Health Insurance Guaranty Association**  
60 East South Temple, Suite 500  
Salt Lake City, UT 84111  
(801) 320-9955

**Utah Insurance Department**  
3110 State Office Building  
Salt Lake City, UT 84114-6901  
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.



**MINNESOTA LIFE**

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

**ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE**