

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 January 1, 2018

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 INFORMATION

POLICYHOLDER: King County **POLICY NO.:** 34458-G

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

POLICY EFFECTIVE DATE: January 1, 2016. This specifications page represents the plan in effect as of January 1, 2018.

POLICY ANNIVERSARY DATE: January 1 of each year beginning January 1, 2017

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

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

Class 1: JLMIC – All employees other than those listed in classes 2, 3, 4, 5, 6 and 7

Class 2: LEOFF 1- Employees in Law Enforcement, Firefighters and Deputies

Class 3: Full-time employees of Amalgamated Transit Union (ATU) Local 587

Class 4: Part-time Transit Operators (PTTO)

Class 5: Union employees of Technical Employees Association (TEA) regularly working a half-time schedule or more whose collective bargaining union has not ratified the collective bargaining agreement (W2)

Class 6: Union employees of Technical Employees Association (TEA) regularly working a half-time schedule or more whose collective bargaining union has ratified the collective bargaining agreement (W3, W4)

Class 7: Employees who are eligible for benefits through the provisions of the Affordable Care Act (ACA).

ENROLLMENT PERIOD: Not Applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory employee insurance. The enrollment period to elect contributory dependent coverage is 60 days from the first day of eligibility.

WAITING PERIOD: Classes 1, 2, 3, 4, 5 and 6: The period commencing with the employee's date of employment and ending with the first day of the month next following or coinciding with the employee's date of employment.

Class 7: The period commencing with the employee's date of employment and ending with the first of the month following the date the employee becomes eligible for benefits.

MINIMUM HOURS PER WEEK REQUIREMENT: All Classes: 20 hours per week

EMPLOYEE BENEFIT SCHEDULE

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

Basic Employee AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Basic AD&D Insurance</u>
Classes 1, 3, 5 and 6:	One times annual earnings, rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$200,000.
Class 2:	\$6,000
Classes 4 & 7:	\$25,000

Supplemental Employee AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Supplemental AD&D Insurance</u>
Classes 1, 3, 4, 5, 6 and 7:	An amount elected by the employee in an increment of \$50,000, subject to a maximum of \$500,000.
Class 2:	None

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:	All AD&D insurance terminates upon retirement, except as provided for under the portability provisions.
CONTRIBUTORY/ NONCONTRIBUTORY:	Basic AD&D insurance is noncontributory insurance. Supplemental AD&D insurance is contributory insurance.
INCREASES AND DECREASES:	Increases and decreases due to a change in eligible class or earnings will become effective during the month of the class or salary change. All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

An employee must be insured for supplemental AD&D insurance in order to be insured for dependents AD&D insurance.

Supplemental Spouse/Domestic Partner AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Spouse/Domestic Supplemental AD&D Insurance</u>
Classes 1, 3, 4, 5, 6 and 7:	50% or 100% of the employee's amount of supplemental insurance, subject to a maximum of \$500,000
Class 2	None

Supplemental Child AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Child AD&D Insurance</u>
Classes 1, 3, 4, 5, 6 and 7:	
Live birth but less than six months:	\$500
Six months but less than 26 years:	10% of the employee's amount of supplemental insurance, subject to a maximum of \$50,000.
Class 2	None

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/ NONCONTRIBUTORY:

All dependents insurance is contributory insurance.

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/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

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.

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.

An eligible employee's spouse/domestic partner must be under age 80 to apply for accidental death and dismemberment insurance.

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.

Continuation of insurance must be in accordance with a plan that precludes individual selection.

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 25% from that which was used to determine the current rates (employee AD&D, spouse/domestic partner AD&D and child AD&D are considered separate coverages; or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 25% 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 and while his or her coverage is in force.

What is the amount of the accidental death and dismemberment benefit?

The amount of the benefit shall be a percentage of the amount of insurance shown on the specifications page attached to this certificate. The percentage is determined by the type of loss as shown in the following table:

TYPE OF LOSS	PERCENT OF AMOUNT OF INSURANCE
Life.....	100%
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
Speech and Hearing	100%
One Hand and One Foot.....	100%
One Foot and Sight of One Eye.....	100%
One Hand and Sight of One Eye.....	100%
Quadriplegia.....	100%
Paraplegia	75%
Loss of One Arm	75%
Loss of One Leg.....	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%
Uniplegia	25%

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

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand or the loss of an arm for injury to the same hand as a result of any one accident (the largest benefit of these overlapping losses only will be paid). Under no circumstance will more than one payment be made for the loss of the same limb, eye, finger, thumb, hand, 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 an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this certificate, will never exceed such insured's full amount of insurance shown on the specifications page attached to this policy.

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 (this does not apply to a domestic partner), if living, otherwise;
- (2) your natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) 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) alcoholism and drug addiction; or
- (7) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings, or the absence of any legal proceedings, thereto (applies to basic AD&D only); or
- (8) the use of poisons, gases, fumes, or other substances unless taken, absorbed, inhaled, ingested or injected accidentally; or
- (9) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- (10) 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
- (11) war or any act of war, whether declared or undeclared; or
- (12) riot or civil insurrection (applies to Voluntary AD&D only); or
- (13) 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. These additional benefits apply to both basic and voluntary Accidental Death and Dismemberment insurance.

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 \$12,500 or 5% of the amount payable due to the death or dismemberment, provided:

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

Airbag means a passive restraint device in a vehicle which inflates upon collision to protect an individual from injury or death.

Seatbelt 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.

Anti-Inflation Benefit

What is the anti-inflation benefit?

An insured's amount of insurance will increase by 1% after the insured's insurance has been continuously in force for two consecutive years. The original amount of insurance will continue to increase by an additional 1% for every twelve consecutive months thereafter while the insured's insurance is in force and until the insured's amount of insurance reaches 10% of your original amount of insurance.

Any increase in an insured's amount of insurance will begin a new consecutive and continuous period under this benefit for the amount of the increase.

Brain Damage Benefit

What is the brain damage benefit?

If an insured sustains and is diagnosed by a licensed physician as having Traumatic Brain Injury (TBI) as a result of and within 365 days of a covered accidental

injury, and such TBI has lasted for a minimum of 12 consecutive months, we will pay a benefit equal to the lesser of:

- (1) 50% of the insured's amount of insurance; or
- (2) \$100,000.

The insured must be hospitalized due to TBI for at least seven days within the first 365 days following the accident. This benefit will be paid in one lump sum during the 13th month following the date of the accident if brain damage continues longer than 12 consecutive months.

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 31 days, we will pay a benefit equal to the lesser of:

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

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

- (1) the date 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 this certificate, the amount of such payment will be reduced by the amount of insurance paid under this coma provision; or
- (3) 11 months following the date monthly benefits commenced.

Coma means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. The insured must be confined in a medical facility and diagnosed as comatose by a licensed physician.

Disappearance Benefit

What is the disappearance benefit?

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

Exposure Benefit

What is the exposure benefit?

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

Felonious Assault Benefit

What is the felonious assault benefit?

If an insured employee dies or suffers a covered dismemberment as a result of a covered accident caused by a felonious assault, we will pay an additional benefit equal to the lesser of \$100,000 or 25% of the amount payable due to the death or dismemberment.

A felonious assault is a physical assault by another person resulting in bodily harm to the insured employee. The assault must take place while the insured employee is performing his or her customary duties at the employer's normal place of business or at other places the employer's business requires the insured employee to travel. The assault must involve the use of force or violence with intent to cause harm and must be either a felony or a misdemeanor.

No benefit is payable if the assault is a result of a moving violation or is committed by an immediate family member or a coworker. Immediate family members are the insured employee's spouse/domestic partner, children, parents, grandparents, grandchildren, brothers and sisters, and the spouses of such individuals.

Rehabilitative Physical Therapy Benefit

What is the rehabilitative physical therapy benefit?

If an insured suffers an injury which results in a covered dismemberment, we will pay an additional benefit for rehabilitative physical therapy which is prescribed by the attending physician or surgeon. The benefit will be equal to \$10,000.

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) \$25,000; or
- (2) 10% 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
- (3) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Portability Benefit

What is the portability benefit?

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

To continue coverage under the provisions of this benefit, you must make a written request and make the first premium 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 the policy.

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

- (1) have attained the age of 99; 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?

Contributory AD&D insurance and noncontributory AD&D 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 and noncontributory AD&D insurance and by which you were insured immediately preceding your portability date, except the Waiver of Premium provisions as outlined herein.

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 for an insured is \$10,000 for an employee and \$1,000 for each of your insured dependents.

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

The maximum amount of insurance that can be continued under this benefit is the amount of insurance that was in force on your portability date, but not more than \$500,000 if you are an employee or \$150,000 if you are a spouse/domestic partner.

The amount of ported AD&D insurance under this policy cannot exceed the amount of ported life insurance under Term Life policy number 34457.

Will the amount of insurance continued under this benefit change?

Yes. On the first day of the month following the date an insured attains age 70, the amount of insurance on his or her life continued under this supplement will reduce to 40% of the amount of insurance in force on the day prior to his or her attainment of age 70. Upon the attainment of age 75, the amount of insurance on his or her life continued under this supplement will reduce to 25% of the amount of insurance in force on the day prior to his or her attainment of age 75. Insurance terminates at age 99.

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) the insured's 99th birthday; or
- (2) the date you again meet the eligibility requirements of this certificate, not including the terms of this benefit; or
- (3) in the case of a dependent child or a spouse/domestic partner who is insured under your coverage, the date your coverage is no longer being continued under this benefit or the date your spouse/domestic partner or child ceases to be eligible as defined under the terms of this certificate; or
- (4) 31 days after the due date of any premium contribution which is not made.

Waiver of Premium Benefit

What is the waiver of premium benefit?

If you become totally disabled as defined herein, 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?

You are considered totally disabled if you are eligible for and receiving disability income benefits under the employer's long term disability (LTD) plan. The disability for which LTD benefits are ultimately payable must commence while your insurance is in force under the group policy.

If you are not covered under the employer's LTD insurance plan, total disability shall mean a disability which occurs while your insurance is in force and prior to your 60th birthday, 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. The disability must have existed continuously for at least six months. You must be under the care of a licensed physician. The licensed physician cannot be your or a member of your immediate family. For purposes of this supplement, 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.

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.

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, 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 recover so that you are no longer totally disabled; or
- (2) the date you are no longer receiving LTD benefit, or if you are not covered for LTD, your 60th birthday; or
- (3) 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 will 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 was continuously disabled for less than six 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 six 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; 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 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 certificate applicable to an "insured", including but not limited to references in the Exclusions and Additional Benefits

What members of your family are eligible for this benefit?

The following members of your family are eligible for insurance under this certificate:

- (1) your lawful spouse who is not legally separated from you who is not eligible for insurance as an employee under the certificate; and
- (2) Applicable to Classes 1, 3, 4, 6 and 7:
the insured's employee's Washington state-registered domestic partner who is not eligible for insurance as an employee under the policy to which this rider is attached.
Applicable to Classes 2* and 5:
the insured's employee's non-registered or Washington state-registered domestic partner who is not eligible for insurance as an employee under the policy to which this rider is attached. In order to be eligible as a non-registered domestic partner, an employee and his or her domestic partner must sign a declaration of domestic partnership or submit a copy of their marriage certificate; and

- (3) your and your domestic partner's biological children, stepchildren, legally adopted children including children legally placed with you for adoption, foster children, children placed with you as a legal guardian and children named in a Qualified Medical Child Support Order (QMCSO). 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 the employee for more than one-half of their support and maintenance.

*Class 2 members that are currently working in a position with access to another class will follow the domestic partner eligibility rules of the other class.

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. 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 your dependent spouse/domestic partner 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) 5% of your amount of insurance; or
- (2) \$5,000; 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.

Child Dismemberment Double Benefit

What is the child dismemberment double benefit?

If a 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, subject to a maximum amount of \$50,000.

Dependent Child Education Benefit

What is the dependent child education benefit?

We will pay an education benefit on behalf of the insured's 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.

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 you are no longer covered under the group policy; or
- (5) the date a dependent spouse/domestic partner attains age 80.

You 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 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