

Accidental Death and Dismemberment Policy Rewrite Amendment #R1

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

Minnesota Life Insurance Company has issued the attached Group Policy Number 33773 to San Bernardino County effective as of July 20, 2024, as a replacement for an earlier policy containing the same number. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The Secretary signature is updated on all forms.

As a result of this amendment, the Accidental Death and Dismemberment Insurance Policy is replaced in its entirety with the attached Accidental Death and Dismemberment Insurance Policy containing the same policy number. In no case shall Minnesota Life Insurance Company be liable under both policies.

Agreed to by Minnesota Life Insurance Company May 6, 2024.

By  SEM
Vice President and Actuary

Accidental Death and Dismemberment Insurance Policy

MINNESOTA LIFE

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

Read Your Policy Carefully

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

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

Renee D. Montz

Secretary

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

Legal Actions

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

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

Stephen M. Joffe

President

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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY • NONPARTICIPATING

AD&D INSURANCE POLICY SPECIFICATIONS PAGE

GENERAL INFORMATION

POLICYHOLDER:	San Bernardino County	POLICY NUMBER:	33773
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.		
POLICY SITUS:	State of California		
POLICY EFFECTIVE DATE:	August 1, 2009. This specifications page represents the plan in effect as of July 20, 2024.		
POLICY ANNIVERSARY DATE:	August 1 of each year beginning August 1, 2010		
PREMIUM DUE DATE(S):	The first day of each month		
ELIGIBLE GROUP:	The group is composed of all regular employees and elected officials whose Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract states they are eligible. All references to "employee" shall include an elected official, unless the context requires otherwise.		
MINIMUM PARTICIPATION REQUIREMENT:	There is no minimum participation requirement under this policy.		
WAITING PERIOD:	The first day of the pay period following the time requirements established in the employee's Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract.		
MINIMUM HOURS PER WEEK REQUIREMENT:	41 hours per pay period, unless otherwise specified in an applicable MOU, Compensation Plan, Salary Ordinance or Contract.		

PLAN OF INSURANCE

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Eligible Class

All Employees in the Eligible Group above

Amount of Insurance

An employee may elect Employee only or Employee plus Family coverage (Employee, Spouse/Domestic Partner and Children). The amount of insurance is based on the plan chosen, as follows:

Plan	Employee	Spouse/Domestic Partner	Children
1	\$10,000	\$5,000	\$3,125
2	\$25,000	\$12,500	\$6,250
3	\$50,000	\$25,000	\$12,500
4	\$100,000	\$50,000	\$25,000
5	\$150,000	\$75,000	\$25,000
6	\$200,000	\$100,000	\$25,000
7	\$250,000	\$125,000	\$25,000

GENERAL PROVISIONS FOR AD&D INSURANCE

AGE REDUCTIONS:

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

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

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

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

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/ NONCONTRIBUTORY:

All AD&D insurance is contributory insurance.

INCREASES AND DECREASES:

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

Requests made during an annual enrollment shall be effective on the start of pay period 17 each year, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

Requests made due to a Qualified Status Change event, shall be effective the first payroll period following the date of the employee's election, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

REINSTATEMENT PERIOD:

There is no reinstatement under this policy. An employee who loses eligibility and later again becomes eligible shall be treated the same as an employee who is first eligible under the plan. In addition, an employee who loses coverage due to non-payment of premium shall be subject to the same election change rules applicable to any employee who does not have the coverage that terminated due to non-payment of premium.

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

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

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 this policy.

certificate effective date

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

certificate holder

An insured employee.

contributory insurance

Insurance for which the employee is required to make premium contributions.

earnings

An employee's basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation.

employee

An individual who is employed by the policyholder or by an associated company, or an elected official. All references to "employee" in the policy shall include an elected official, unless the context requires otherwise. The term employee does not include temporary employees nor corporate directors who are not otherwise employees.

employer

The policyholder or any designated associated company.

insured

A person who is eligible for and becomes insured under the terms of this policy.

licensed physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. The physician cannot be the certificate holder or the certificate holder's spouse/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.

policy anniversary

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

policy effective date

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

policyholder

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

specifications page

The outline which summarizes the policyholder's plan of insurance.

waiting period

The period, if any, of continuous employment with the employer that the employee must satisfy prior to becoming eligible for coverage under this policy. The waiting period is shown on the specifications page attached to this policy.

we, our, us

Minnesota Life Insurance Company.

you, your

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

General Information

What is your agreement with us?

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

No change or waiver of any provision of this policy, or any certificate issued under it, will be valid unless made in writing by us and signed by our president, a vice-president, our secretary, or an assistant secretary. No

agent or other person has the authority to change or waive any provision of this policy, nor of any certificate issued under it.

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

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

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

Can this policy be amended?

Yes. The policy may be amended at any time the policyholder and we agree to amend it. The certificate holder's consent is not required to amend this policy or any certificates issued under it. Any amendment will be without prejudice to any claim for benefits incurred prior to the effective date of the amendment.

Who is eligible for insurance?

An employee is eligible if he or she:

- (1) is a member of the eligible group and of an eligible class as shown on the specifications page attached to this policy; and
- (2) works for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this policy; and
- (3) has satisfied the waiting period as shown on the specifications page attached to this policy; and
- (4) meets the actively at work requirement described in the "What is the actively at work requirement?" provision of this section.

Are retired employees eligible for insurance?

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

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 performing his or her customary duties at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

Employees not working due to illness or injury do not meet the actively at work requirement nor do employees receiving sick pay, short-term disability benefits or long-term disability benefits.

If the employee is not actively at work on the date coverage would otherwise begin, or on the date an increase in his or her amount of insurance would otherwise be effective, he or she will not be eligible for the coverage or increase until he or she returns to active work. However, if the absence is on a non-work day, coverage will not be delayed provided the employee was actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this policy, an employee is eligible to continue to be insured only while he or she remains actively at work.

When does a certificate holder's insurance become effective?

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

- (1) the certificate holder meets all eligibility requirements; and
- (2) if required, the certificate holder applies for the insurance on forms which are approved by us; and
- (3) we receive the required premium.

Can an insured's coverage be continued during the employee's sickness, injury, leave of absence or temporary layoff?

Yes. Insurance may be continued on an insured employee who is not actively at work due to sickness, injury, leave of absence or temporary layoff, subject to the employer's practices and procedures, including the employer's limits on the length of continuation allowed for the type of absence. Continuation is contingent upon continued premium payment and is subject to the following maximum time frames:

- (1) for an employee on non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 12 months from the last day the insured employee was actively at work.
- (2) for an employee on a medical leave of absence, insurance cannot be continued beyond the later of 12 months from the last day the insured employee was actively at work or the date the employee attains age 65.

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

Coverage during a leave of absence and upon return from a leave of absence shall meet all state and federal requirements. The above limits will be expanded if necessary in order to meet such requirements.

Premiums

When and how often are premiums due?

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

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

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

How is the premium determined?

The premium will be the premium rate multiplied by the number of \$1,000 units of insurance in force on the date premiums are due. The premium may also be computed by any other method on which you and we agree.

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee; or
- (2) irrespective of any rate guarantee, anytime, if the policy terms are amended.

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

Yes. This policy has a 60-day grace period. If a premium is not received by us on or before the date it is due, that premium may be paid during the 60-day grace period following the due date. The insurance under this policy will remain in effect during the 60-day grace period. This grace period does not apply to the first premium payment.

Can the premium be adjusted?

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

Accidental Death and Dismemberment Benefit

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 policy. The percentage is determined by the type of loss as shown in the following table:

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

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

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

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

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

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

When will changes in coverage amounts be effective?

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

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

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

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

When will the accidental death or dismemberment benefit be payable?

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

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

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

In the case of a certificate holder's accidental death, we will pay the accidental death benefit to the beneficiary or beneficiaries. All other benefits will be payable to the certificate holder, if living, otherwise to the certificate holder's estate.

A beneficiary is named by a certificate holder to receive the accidental death benefit to be paid at the certificate holder's accidental death. The certificate holder may name one or more beneficiaries. The certificate holder

cannot name you or an associated company as a beneficiary.

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

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

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

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

Can a certificate holder add or change beneficiaries?

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

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

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

Exclusions

What are the exclusions under this policy?

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

- (1) suicide or attempted suicide, whether sane or insane; or
- (2) intentionally self-inflicted injury or any attempt at self-inflicted injury, whether sane or insane; or
- (3) the insured's participation in or attempt to commit a crime, assault or felony; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) medical or surgical treatment including diagnostic procedures; or
- (6) alcohol, drugs (unless administered upon the advice of a physician), poisons, gases or fumes, voluntarily taken, administered, absorbed, inhaled, ingested or injected; or
- (7) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- (8) travel or flight in or on any vehicle used for aerial navigation including getting in, out, on, or off such vehicle, if the insured is:
 - (a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - (b) acting as a pilot or a crew member of any aircraft, unless riding as a passenger; or
 - (c) riding as a passenger in a non-chartered aircraft which is owned, leased, operated, or controlled by the eligible employee's employer; or
 - (d) a student taking a flying lesson, unless riding as a passenger; or
 - (e) hang gliding; or
 - (f) parachuting, except when the insured has to make a parachute jump for self-preservation; or
- (9) war or any act of war, whether declared or undeclared; or
- (10) riot or civil insurrection; or
- (11) service in the military of any nation.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the accidental death and dismemberment benefits. Additional benefits are paid in addition to any accidental death and dismemberment benefits described in the Accidental Death and Dismemberment 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 a certificate holder suffers a loss other than loss of life for which a benefit is payable, we will pay for the certificate holder's principal residence to be made accessible and/or the certificate holder's private automobile to be made drivable or rideable. These one-time alteration expenses must be incurred within two

years from the date of the accident. The benefit will be the lesser of:

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

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

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

Air Bag Benefit

What is the air bag benefit?

If a certificate holder dies or suffers a covered dismemberment 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 \$10,000 or 10% of the amount payable due to the death or dismemberment (not including any other additional benefits), provided:

- (1) the seat in which the certificate holder 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 certificate holder 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.

Coma Benefit

What is the coma benefit?

If a certificate holder lapses into a coma as a result of and within 30 days of a covered accidental injury, and such coma has lasted for a minimum of 30 days, we will pay a benefit equal to the lesser of:

- (1) 1% of the certificate holder's amount of insurance; or
- (2) 1% of the difference between the certificate holder'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 certificate holder recovers such that he or she is no longer in a coma as defined herein; or
- (2) the date of the certificate holder's death. If an accidental death payment is due under this policy, the amount of such payment will be reduced by the amount of insurance paid under this coma provision; or
- (3) 100 months following the date monthly benefits commenced.

Coma means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. The certificate holder 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 policy.

Exposure Benefit

What is the exposure benefit?

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

Repatriation Benefit

What is the repatriation benefit?

If, as a result of a covered accident, a certificate holder dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser 5% of the certificate holder's amount of insurance or \$5,000, but not more than the actual cost of such preparation and transportation. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of Minnesota Life. This may or may not be the beneficiary for the rest of the accidental death proceeds. Minnesota Life may at its sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by Minnesota Life will be final and fully release and discharge Minnesota Life from any further liability under this repatriation benefit.

Seatbelt Benefit

What is the seatbelt benefit?

If a certificate holder dies or suffers a covered dismemberment 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 \$10,000 or 10% of the amount payable due to the death or dismemberment (not including any other additional benefits), provided:

- (1) the private passenger car was equipped with seatbelts; and
- (2) a seatbelt was in proper use by the certificate holder 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 group accidental death and dismemberment insurance if a certificate holder no longer meets the eligibility requirements of this group policy, except as provided for herein.

To continue coverage under the provisions of this benefit, an eligible certificate holder must make a written request and make the first premium payment within 31 days after insurance provided by this 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 the certificate holder's portability date and the certificate holder is then considered to have portability status.

Who is eligible to continue insurance under this benefit?

A certificate holder is eligible to continue insurance under this benefit if he or she, except as provided by this benefit, no longer meets the eligibility requirements of this policy 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.

The certificate holder will not be eligible to request coverage under this benefit if he or she:

- (1) has attained the age of 70; or
- (2) was not actively at work due to sickness or injury on the day immediately preceding his or her portability date; or
- (3) loses eligibility due to termination of this policy.

What insurance can be continued under this benefit?

A certificate holder may elect to continue all or a portion of his or her AD&D insurance under this benefit, subject to the minimum and maximum amounts stated below. If the certificate holder elects to continue his or her own coverage, he or she may also elect to continue coverage on his or her dependents. All additional benefits of the policy which apply to the certificate holder's insurance and by which he or she was insured immediately preceding his or her portability date shall also be continued, except for the Waiver or Premium Benefit, which shall terminate upon porting.

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

The minimum amount of employee insurance that can be continued under this benefit is \$10,000.

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 the certificate holder's portability date. However, for a certificate holder 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.

Will the amount of insurance continued under this benefit change?

Yes. When a certificate holder 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 a certificate holder request a change in his or her amount of insurance continued under this benefit?

Yes. The certificate holder may elect to reduce the amount of insurance provided under his or her certificate to another available plan. 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 by the certificate holder 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 a certificate holder again becomes eligible under this policy?

If a certificate holder who is continuing coverage under the provisions of this benefit again meets the eligibility requirements of this policy, not including the terms of this benefit, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of this policy, not including this benefit, unless and until he or she no longer meets the eligibility requirements of this policy and again returns to portability status as provided for herein. An insured cannot be covered under this policy with both portability status and non-portability status.

What happens to insurance provided under this benefit when this policy terminates?

Anything in this policy notwithstanding, termination of this policy by the policyholder or us will not terminate insurance then in force for any person under the terms of this benefit. This 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 this policy.

When will insurance continued under this benefit terminate?

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

- (1) the certificate holder's 70th birthday; or
- (2) the date the certificate holder again meets the eligibility requirements of this policy, 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 the certificate holder's coverage, the date the certificate holder's coverage is no longer being continued under this benefit or the date the certificate holder's spouse/domestic partner or child ceases to be eligible as defined under the terms of this policy; or
- (4) 31 days after the due date of any premium payment which is not made.

Waiver of Premium Benefit

What is the waiver of premium benefit?

If a certificate holder becomes totally disabled as defined herein and the total disability has existed continuously for at least six months, insurance on such certificate holder 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 a certificate holder's coverage while such certificate holder is totally disabled. However, if the certificate holder has dependents who are insured under this policy on the date of the onset of his or her 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 a certificate holder's insurance is in force and which results from an accidental injury or an illness that continuously prevents the certificate holder from engaging in any occupation for which the certificate holder is reasonably suited by education, training or experience. The certificate holder must be under the reasonable and customary care of a licensed physician.

What proof of total disability do we require?

We require proof satisfactory to us that the certificate holder's total disability:

- (1) meets the definition of total disability; and

- (2) commenced while the certificate holder's insurance was in force; and
- (3) was continuous for at least six months.

We will, from time to time, also require additional proof satisfactory to us that the certificate holder continues to be totally disabled. We may also require that the certificate holder submit to one or more medical examinations at our expense.

When must we be notified of a certificate holder's total disability?

We must receive written notice at our home office of a certificate holder's 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 in force on the date of the onset of total disability. If this policy provides for reductions in the certificate holder's amount of insurance based on age, such reductions will apply to the amount of insurance on the disabled certificate holder.

How long will insurance be continued without payment of premium?

Insurance will be continued for a totally disabled certificate holder, without payment of premium, until the earliest of:

- (1) the certificate holder's 65th birthday, if total disability begins prior to age 60; or
- (2) five years after the date of onset of total disability, if total disability begins on or after age 60; or
- (3) the date the certificate holder recovers so that he or she is no longer totally disabled; or
- (4) the date the certificate holder fails to furnish satisfactory proof of continued total disability when requested or refuses to submit to a required medical examination; or
- (5) the date this policy ends.

When must we be notified of a certificate holder's accidental death or dismemberment?

We must receive written notice at our home office within one year of a certificate holder's accidental death or dismemberment that such certificate holder died or suffered a dismemberment during a period of continuance provided by this benefit. Proof must be furnished that he or she 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 a totally disabled certificate holder suffers a covered loss as a result of a covered accident before a waiver claim is submitted and approved?

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

Termination

When does a certificate holder's insurance end?

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

- (1) the date this policy ends; or
- (2) the date the certificate holder no longer meets the eligibility requirements, unless the insurance can be continued under the portability provisions; or
- (3) the date this policy is amended so the certificate holder is no longer eligible, unless the insurance can be continued under the portability provisions; or
- (4) 60 days (the grace period) after the due date of any unpaid premium if the premium remains unpaid at that time; or
- (5) the last day for which premium contributions have been paid following a certificate holder's written request to cease participation under this policy.

If a certificate holder's insurance under this policy terminates due to non-payment of premiums, his or her coverage may be reinstated if all premiums due are paid and received by us within the reinstatement time frame shown on the specifications page and during the insured's lifetime.

When does this policy terminate?

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

- (1) 60 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) 180 days after we provide you with notice of our intent to terminate this policy.

Can this policy be reinstated?

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

Family Coverage

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

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

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

- (1) the insured employee's lawful spouse who is not legally separated from the employee or the insured employee's registered domestic partner, who is:
 - (a) not eligible as an employee under the group policy; and
 - (b) under age 70; and
- (2) the insured employee's or insured spouse/domestic partner's natural children, legally adopted children, stepchildren and children for whom the employee is the legal guardian, who are less than 26 years old. Eligibility begins at live birth (stillborn and unborn children are not eligible.) Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on the employee for more than one half of their support and maintenance.

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

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

When does insurance on a dependent become effective?

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

- (1) the dependent meets all eligibility requirements; and

- (2) if required, the insured employee applies for dependents coverage on forms which are approved by us; and
- (3) we receive the required premium.

Any dependent who, subsequent to the effective date of the insured employee's certificate supplement for dependents accidental death and dismemberment insurance, meets the requirements of this provision will become insured on the date he or she so qualifies unless additional premium is required. If additional premium is required, the insurance of such later-acquired dependent shall be effective under the same conditions which apply if the employee was then first becoming eligible for dependents insurance under this policy.

If a dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement. This does not apply to a newborn child. However, in no event will insurance on a dependent be effective before the insured employee's insurance under this policy is effective.

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

The amount of insurance for a dependent is shown on the specifications page. The Accidental Death and Dismemberment Benefit section found earlier in this policy describes the amount of benefits, which are based on the insured's amount of insurance.

When will the accidental death or dismemberment benefit be payable?

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

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

To whom will we pay a dependents accidental death or dismemberment benefit?

A dependents accidental death or dismemberment benefit will be paid to the certificate holder, if living, otherwise to his or her estate.

Family Coverage Additional Benefits

The following benefits apply to those certificate holders 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 Benefit section, unless otherwise stated. All provisions of this policy, including but not limited to the Exclusions section, shall apply to these additional benefits.

Child Care Benefit

What is the child care benefit?

If a certificate holder dies as a result of a covered accident and he or she is survived by one or more insured dependent children under the age of seven, we will pay additional benefits to reimburse for child care expenses for such surviving insured children.

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

- (1) 12% of the certificate holder's amount of insurance; or
- (2) \$5,000; or
- (3) actual 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 the certificate holder's death, or for a child age seven or older. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to the person who has incurred the child care expenses.

Dependent Child Education Benefit

What is the dependent child education benefit?

We will pay an education benefit on behalf of the certificate holder's dependent children if a certificate holder dies as a result of a covered accident and is survived by one or more insured dependent children, provided that:

- (1) at the time of the certificate holder's death, the insured 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 the certificate holder's death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) 5% of the certificate holder's 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 25. The benefit will be paid to the insured dependent child if he or she is of legal age. If the insured dependent child is not of legal age the benefit will be paid to the person who provides proof they have paid or will pay the tuition bill for that school year. Proof of enrollment and tuition costs are required for each school year.

Spouse/Domestic Partner Training Benefit

What is the spouse/domestic partner training benefit?

If a certificate holder dies as a result of a covered accident and he or she is survived by his or her insured dependent spouse/domestic partner, we will pay a training benefit to the surviving spouse/domestic partner provided that the spouse/domestic partner, within one year of the date of the certificate holder's death, enrolls as a full-time student in an accredited educational institution or an institution of vocational training for the purpose of preparing for full-time employment.

The benefit will be equal to the lesser of:

- (1) \$5,000; or
- (2) 5% of the certificate holder's amount of AD&D insurance; or
- (3) the actual costs incurred for the education or training within the first two years following the date of the certificate holder's death.

Proof of such costs will be required before benefits are paid.

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) 60 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 a dependent is no longer eligible for coverage under this benefit so that premiums may be discontinued. All premiums paid for dependents who are no longer eligible for coverage under this benefit will be refunded without any payment of claim.

Additional Information

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have an insured medically examined at our expense whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in the case of death.

What if an insured's age has been misstated?

If an insured's age has been misstated, the accidental death or dismemberment benefit payable will be that amount to which the insured is entitled based on his or her correct age.

A premium adjustment will be made to the premium you pay for the insured's noncontributory insurance and to the premium an insured pays for contributory insurance, if any, so that the actual premium required at the insured's correct age is paid.

When does an insured's insurance become incontestable?

Except for fraud or the non-payment of premiums, after the insured's insurance has been in force during his or her lifetime for three years from the effective date of his or her coverage, we cannot contest the insured's coverage. However, if there has been an increase in the amount of insurance for which the insured was required to apply, then, to the extent of the increase, any loss which occurs within two years of the effective date of the increase will be contestable.

Any statements the insured makes in his or her application will, in the absence of fraud, be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, or defend against a claim, unless the statement is contained in the application attached to the insured's certificate.

Can a certificate holder's insurance be assigned?

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

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

Are you required to maintain records?

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

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

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

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

Will this policy receive experience credits?

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

Are you our agent?

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

Will the provisions of this policy conform with state law?

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

MINNESOTA LIFE

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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY • NONPARTICIPATING