

**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 plan sponsor 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.

*Dennis E. Fiedler*

Secretary

*Robert L. Soubler*

President

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# AD&D INSURANCE CERTIFICATE SPECIFICATIONS PAGE

Effective July 1, 2007 Revised April 29, 2011

## GENERAL INFORMATION

<b>POLICYHOLDER:</b>	The National Employer and Association Trust II	<b>POLICY NUMBER:</b> 30475T
<b>PLAN SPONSOR</b>	The Lutheran Church – Missouri Synod (“Synod”)	<b>PLAN SPONSOR NUMBER:</b> 33434-T
<b>ASSOCIATED COMPANIES:</b>	Concordia Plan Services – The Lutheran Church – Missouri Synod (“Synod”) has given Concordia Plan Services certain administrative duties under this plan and references to “plan Sponsor” shall include Concordia Plan Services where applicable.	
<b>POLICY EFFECTIVE DATE:</b>	July 1, 2007	
<b>POLICY ANNIVERSARY DATE:</b>	July 1 of each year beginning July 1, 2008	
<b>PREMIUM DUE DATE(S):</b>	The first day of each month	
<b>GROUP:</b>	The group is composed of the following classes:  Class 1: All active, full-time employees and Board or Commission Members of the Synod, excluding independent contractors, temporary or seasonal workers.  Class 2: Foreign Missionaries	
<b>ENROLLMENT PERIOD:</b>	The 1st day of the month following full-time employment or receipt of application by Concordia Plan Services.	
<b>WAITING PERIOD:</b>	The period commencing with the date Concordia Plan Services, plan administrator, receives the enrollment form and ending with the first day of the month next following the date the enrollment form is received by Concordia Plan Services.	
<b>MINIMUM HOURS PER WEEK REQUIREMENT:</b>	More than 20 hours per week and more than 5 months per calendar year.	

## PLAN OF INSURANCE

### EMPLOYEE BENEFIT SCHEDULE

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

**Eligible Class**

Class 1:

**Amount of Insurance**

An amount chosen by the employee in \$25,000 increments up to \$200,000, then \$50,000 increments up to the plan maximum of \$300,000.

Class 2:

An amount chosen by the employee in \$25,000 increments up to the plan maximum of \$100,000.

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

**RETIREMENT REDUCTIONS:**

All insurance terminates at retirement.

**CONTRIBUTORY/  
NONCONTRIBUTORY:**

Voluntary accidental death and dismemberment insurance is contributory.

**INCREASES AND DECREASES:**

Any requested increases and decreases are effective the first day of the month following the date of the request. All increases are subject to the actively at work requirement.

**DEPENDENTS BENEFIT SCHEDULE**

**DEPENDENTS AD&D INSURANCE:**

**Eligible Class**

All employees

**Amount of AD&D Insurance**

The amount of insurance depends on whether the employee has an eligible spouse, eligible dependent children or both as follows:

**Dependents Covered**

Spouse only

**Amount of AD&D Insurance**

Spouse: 50% of the employee's amount of AD&D insurance\*

Spouse with dependent children

Spouse: 40% of the employee's amount of AD&D insurance\*

Child: 10% of the employee's amount of AD&D insurance\*

Dependent children only

Child: 15% of the employee's amount of AD&D insurance\*

\* For spouses of employees in Class 1, the plan maximum is \$150,000. For spouses of employees in Class 2, the plan maximum is \$50,000. For children of employees in Class 1, the plan maximum is \$45,000. For children of employees in Class 2, the plan maximum is \$15,000.

**GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

**AGE REQUIREMENTS:**

Unmarried children are eligible if less than age 21 or less than age 27 if a full-time student in an accredited educational institution. Eligibility begins at live birth (still born or unborn children are not eligible). Unmarried children age 21 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 21 (27 if a full-time student) and are financially dependent on the certificate holder for more than one-half of their support and maintenance.

**CONTRIBUTORY/  
NONCONTRIBUTORY:**

All dependents insurance is contributory.

**INCREASES AND DECREASES:**

Dependents amounts are based on the employee's amount of insurance, so changes shall automatically occur when the employee's amount changes.

## Definitions

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### **age**

Attained age as of most recent birthday.

### **associated company**

Any company which is a subsidiary or affiliate of the plan sponsor which is designated by the plan sponsor 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.

### **employee**

An individual who is employed by the plan sponsor 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 plan sponsor 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, child, parent, grandparent, grandchild, brother or sister, 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.

### **plan sponsor**

An entity which:

- (1) has been accepted to participate in the National Employer and Association Trust II; and
- (2) makes insurance under this policy available to its eligible employees, to spouses of its eligible employees and to child dependents of its eligible employees.

### **policyholder**

The trustee or successor trustee under the National Employer and Association Trust II.

### **specifications page**

The outline which summarizes your coverage under the plan sponsor's plan of insurance.

### **waiting period**

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

### **we, our, us**

Minnesota Life Insurance Company.

### **you, your, certificate holder**

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

## General Information

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### **What is your agreement with us?**

This certificate summarizes the principal provisions of your accidental death and dismemberment insurance provided by the group policy. The provisions summarized in this certificate are subject in every respect to the group policy. Your signed application is deemed a part of this certificate.

Any statements made in your application will, in the absence of fraud, be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless the statement is contained in your signed application, and a copy containing the statement is furnished to you, the beneficiary, or your or the beneficiary's personal representative.

This certificate is issued in consideration of your application and the payment of the required premium.

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

### **Can this certificate be amended?**

Yes. Your consent is not required to amend this certificate. Any amendment will be without prejudice to any claim for benefits incurred prior to the effective date of the amendment.

### **Who is eligible for insurance?**

An employee is eligible if he or she:

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

### **Are retired employees eligible for insurance?**

If the plan sponsor'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 plan sponsor'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 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 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:

- (5) you meet all eligibility requirements; and
- (6) if required, you apply for the insurance on forms which are approved by us; and
- (7) 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.

## **Premiums**

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### **When and how often are premiums due?**

Unless the plan sponsor 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 plan sponsor 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 plan sponsor 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 or the total amount of insurance in force changes by 15% or more.

## **Accidental Death and Dismemberment Benefit**

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### **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%
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.

Benefits may be paid for more than one accidental injury, but the total amount of insurance payable for all your losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this certificate, will not exceed your full amount of insurance. Under no circumstance will more than one payment be made for the same loss or paralysis of the same limb.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

remaining surviving beneficiaries. In the event of the simultaneous deaths of you and a beneficiary, the accidental death benefit will be paid as if you survived the beneficiary.

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

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

### **Can you add or change beneficiaries?**

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

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

A request to add or change a beneficiary must be made in writing. All requests are subject to our approval. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving your request.

## **Exclusions**

### **What are the exclusions under this certificate?**

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

- (1) suicide or attempted suicide, while sane; or
- (2) intentionally self-inflicted injury or any attempt at self-inflicted injury, while sane; 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 on the advice of a licensed physician, poisons, gases or fumes, voluntarily taken, administered, absorbed, inhaled, ingested or injected; or
- (7) infection, other than pyogenic infection occurring simultaneously with, and as a result of, the accidental injury; or
- (8) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury and bacterial infection due to accidental ingestion of a contaminated substance; or
- (9) war or act of war, whether declared or undeclared in the U.S. or Canada ; or

- (10) acting as a pilot or a crew member of any aircraft, unless riding as a passenger; or
- (11) riding as a passenger in a non-chartered aircraft which is owned, leased, operated, or controlled by the eligible insured's employer.

## **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.

### **Coma Benefit**

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

If an insured lapses into a coma as a result of and within 3 days of a covered accidental injury, and such coma has lasted for a minimum of 6 months, we will pay a benefit equal to the lesser of:

- (1) 2% of the insured's amount of insurance; or
- (2) 2% 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 policy, the amount of such payment will be reduced by the amount of insurance paid under this coma provision; or
- (3) 50 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 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.

## **Felonious Assault Benefit**

### **What is the felonious assault benefit?**

If an insured employee dies as a result of a covered accident caused by a felonious assault, we will pay an additional benefit equal to the lesser of \$50,000 or 25% of the insured's amount of insurance.

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, children, parents, grandparents, grandchildren, brothers and sisters, and the spouses of such individuals.

## **Public Transportation Benefit**

### **What is the public transportation benefit?**

If an insured dies or suffers a covered dismemberment as a result of a covered accident which occurs while the insured is a fare-paying passenger on a public transportation vehicle, we will pay an additional benefit equal to the insured's full amount of insurance.

## **Reasonable Accommodation Benefit**

### **What is the reasonable accommodation benefit?**

If an insured suffers a loss for which a benefit is payable under this policy as a result of a covered accident, we will reimburse the employer for the costs incurred for work site changes required in returning the insured to work. We will reimburse the employer for the cost of pre-approved changes made to the work site for the insured up to the maximum of \$2,000 per accident.

Reimbursement to the insured's plan sponsor for the cost of changes to the work site is subject to the following conditions:

- (1) this insurance must be in force for the insured on the date the accident occurs; and
- (2) changes to the work site must be made within 12

months of the date of the accident; and

- (3) there is a reasonable expectation that changes to the work site will result in the insured being able to return to work; and
- (4) we approve in writing the changes to the work site before implementation.

Benefits are not payable if there is no cost involved in making the changes to the work site or the change to the work site does not meet the standards found in Title I, The American with Disabilities Act (ADA).

Changes to the work site means:

- (1) making existing facilities used by the insured readily accessible to and usable by the insured after an injury;
- (2) acquisition or modification of equipment or devices, the provision of qualified readers or interpreters, and other similar structural accommodations for individuals with disabilities resulting from a covered injury.

## **Rehabilitative Benefit**

### **What is the rehabilitative benefit?**

If an insured suffers an injury which results in a covered dismemberment, we will pay an additional benefit for rehabilitation which is prescribed by the attending physician or surgeon within 2 years from the date of the accident. Such rehabilitation is appropriate for the treatment of the insured's injury according to generally accepted medical practice; and determined to be necessary by the insured's attending doctor in order for the insured to return to work, return to school or to become independent and mobile.

The benefit will be equal to the lesser of:

- (1) 20% of the insured's amount of insurance; or
- (2) \$10,000; or
- (3) the actual cost of the rehabilitation.

Generally Accepted Medical Practice means care and treatment which is consistent with relevant guidelines of national medical, research and health coverage organizations and governmental agencies.

Rehabilitation means services which are designed to restore the insured to his optimal physical, medical, vocational and economic status following an injury.

## **Safe Driving Benefit**

### **What is the safe driving benefit?**

If an insured suffers a covered loss under the policy we will pay an additional benefit of the lesser of 10% of the insured's benefit payable due to the loss or \$30,000, if at the time of the accident, the insured was driving or riding in a vehicle whose driver was neither intoxicated nor under the influence of drugs unless taken as prescribed by a physician and either:



- (1) wearing a properly fastened seat belt; or
- (2) driving a vehicle with a driver-side air bag or riding as a passenger in a seat protected by a passenger-side air bag.

- (5) the last day for which premium contributions have been paid following your written request to cease participation under this certificate; or

As part of the written proof of loss, we will require one of the following, as applicable:

- (1) due proof of seat belt use;
- (2) due proof that the vehicle was properly equipped with a driver and/or passenger-side air bag, as applicable, which was installed and warranted by the factory or dealer. However, a claim will not be denied if the air bag malfunctions.

Intoxication and being under the influence of drugs is as defined by the jurisdiction in which the accident occurs.

If due proof of seatbelt use is not provided, and it is unclear if the insured was wearing a seatbelt, we will pay an additional lump sum benefit payment of \$1,000.

If it is unclear whether the insured was positioned in a seat designed to be protected by an air bag or it is not established that the air bag inflated properly upon impact, we will pay an additional lump sum benefit payment of \$1,000.

Air bag means the passive restraint device in a vehicle which inflates upon collision to protect the individual from injury and death.

Seat Belt means those belts that form a restraint system in a vehicle. This includes infant and child restraint systems when properly used with a seat belt.

Automobile means a self-propelled private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to a sedan, station wagon, or jeep type vehicle and a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

## Termination

### When does your insurance end?

Your insurance ends on the earliest of the following:

- (1) the date the group policy ends; or
- (2) the date you no longer meet the eligibility requirements; or
- (3) the date the group policy is amended so you are no longer eligible; or
- (4) 31 days (the grace period) after the due date of any unpaid premium if the premium remains unpaid at that time; or

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 become eligible again within three months after the date your coverage terminated, such coverage under this certificate, including all benefits previously terminated, may be reinstated.

Your coverage under this certificate shall be reinstated automatically, without satisfaction of any waiting period. The amount of insurance will be that which applies to the classification to which you then belong, on the date you again become eligible. If the plan sponsor's plan of insurance provides for contributory insurance under this certificate, your amount of contributory insurance will be limited to that for which you were insured immediately prior to the loss of coverage.

### When does the group policy terminate?

The plan sponsor 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 plan sponsor with notice of our intent to terminate the group policy.

We may terminate a plan sponsor's participation under this policy by giving the plan sponsor 31 days prior written notice.

## Family Coverage

If you have dependents, you may elect coverage for your eligible dependents as described below. All provisions of the policy applicable to an "insured" shall apply to an insured dependent.

### Dependents Benefit

#### What is the dependents benefit?

The dependents benefit provides accidental death and dismemberment insurance on the lives of your eligible dependents.

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

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

- (1) your lawful spouse who is not legally separated from you is not enrolled for insurance as an employee under this certificate nor insured under this certificate with a portability status; and
- (2) your children, stepchildren, foster children, legally adopted children, and any other child related to the insured employee by blood or marriage and who lives with the insured employee in a regular parent child relationship, provided that the child is claimed as a dependent on the insured employee's most current federal tax return Form 1040; who are unmarried, dependent on the insured for financial support, and who meet the age requirements as shown on the specifications page attached to the group policy.

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

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

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

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

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

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 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 you, if living, otherwise to your estate.

### **Family Coverage Additional Benefits**

The following benefits apply to those insureds who are insured for dependents insurance. Unless stated otherwise, additional benefits are payable to the same person or persons who receive the accidental death and dismemberment benefits. Additional benefits are paid in addition to any accidental death and dismemberment benefits described in the Accidental Death and Dismemberment section, unless otherwise stated.

### **Child Care Benefit**

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

If a certificate holder or a certificate holder's spouse dies as a result of a covered accident and he or she is survived by his or her dependent spouse and one or more dependent children under the age of 7, we will pay additional benefits to reimburse the person who incurred the expense for child care for the certificate holder's dependent children.

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

- (1) 5% of the certificate holder's amount of insurance; or
- (2) \$5,000.

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. 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 incurred the child care expense. The maximum child care benefit payable under this benefit shall be 4 yearly child care benefit payments per child.

## Continuation of Medical Coverage Benefit

### What is the Continuation of Medical Coverage benefit?

If a certificate holder dies as a result of a covered accident and he or she is survived by his or her dependent spouse and/or one or more dependent children, we will pay an additional benefit to allow surviving family members to continue their group medical coverage. The benefit will be paid to the surviving spouse, if living, otherwise to or on behalf of the dependent children. The benefit will be paid annually for 3 years and will be equal to the lesser of:

- (1) 3% of the certificate holder's amount of insurance; or
- (2) \$3,000.

### Common Accident Benefit

#### What is the common accident benefit?

If both an insured employee and his or her dependent spouse die from covered accidental injuries sustained in a common accident, the spouse's accidental death benefit will be increased to an amount equal to 100% of the insured employee's amount of insurance.

Common accident means the same accident or separate accidents that occur within the same 24-hour period and the loss of life results within 90 days of the accident.

### 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 an insured employee 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 insured employee's 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 the employee's death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) \$7,500.

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 27. 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 Training Benefit

#### What is the spouse training benefit?

If a certificate holder dies as a result of a covered accident and he or she is survived by his or her dependent spouse, we will pay a training benefit to the surviving spouse who is also covered under the policy on the date of the accident, provided that the spouse:

- (1) is not working for wage or profit on the date of such accident; and
- (2) within 365 days after the date of such accident, 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 a one time payment of \$3,500.

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) 31 days (the grace period) after the due date of any unpaid premium if the premium remains unpaid at that time; or
- (3) the last day for which premium contributions have been made following an insured employee's written request that insurance on his or her dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy; or

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 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**

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**ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE • NONPARTICIPATING**