

**Accidental Death and Dismemberment  
Certificate of Insurance**

**MINNESOTA LIFE**

Minnesota Life Insurance Company - A Securian Company  
400 Robert Street North • St. Paul, Minnesota 55101-2098 • 1-866-293-6047

**Applies to Classes 5a &5b: Dade County Police Benevolent Association Members**

**Policyholder: Miami-Dade County**

**Policy Number: 34643**

**For inquiries or to obtain information about coverage and to provide assistance in resolving complaints, please call: 1-866-293-6047**

**This policy provides accidental death coverage for police officers and firefighters which is no less restrictive than benefits specified by Florida statutes 112.19, paragraphs 20a, b, c, f and j; 112.191, paragraphs 2)a, b, c and i.**

**Read Your Certificate Carefully**

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

**Legal Actions**

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



Secretary



President

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

## AD&D INSURANCE CERTIFICATE SPECIFICATIONS PAGE

### GENERAL INFORMATION

**POLICYHOLDER:** Miami-Dade County **POLICY NUMBER:** 34643

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

**POLICY EFFECTIVE DATE:** January 1, 2019

**This certificate and/or certificate specifications page replaces any and all certificates and/or certificate specifications pages previously issued to you under the group policy. Please replace any certificate and/or certificate specifications page previously issued to you with this new certificate and/or specifications page.**

**GROUP:** The group is composed of all eligible Miami-Dade County Employees and members of the Dade County Police Benevolent Association Bargaining Unit in the following classes:

Class 5a All sworn Miami-Dade County employees who are members of the Dade County Police Benevolent Association Bargaining Unit.

Class 5b All non-sworn Miami-Dade County employees who are members of the Dade County Police Benevolent Association Bargaining Unit.

**ENROLLMENT PERIOD:** 90 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** The 29<sup>th</sup> day of the month following your eligibility date.

**MINIMUM HOURS PER WEEK REQUIREMENT:** 60 hours bi-weekly

### PLAN OF INSURANCE

#### EMPLOYEE BENEFIT SCHEDULE

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

##### Supplemental Insurance

Eligible Class

Class 5a & 5b:

Amount of Insurance

An amount elected by the employee from the following options:  
\$50,000 or \$100,000

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

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

**CONTRIBUTORY/  
NONCONTRIBUTORY:** Class 5a: Contributory/non-contributory insurance (employees pay 50% of the annual premium, employer pays the other 50%).  
Class 5b: Contributory Insurance

**INCREASES AND DECREASES  
(applies to classes 5a and 5b only):** Requests for increases and decreases will be effective on the first of the month following the request for an increase or decrease.

All increases are subject to the actively at work requirement.

## Definitions

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### **associated company**

Any company which is a subsidiary or affiliate of the policyholder which is designated by the policyholder and agreed to by us to participate under the group policy.

### **contributory insurance**

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

### **employee**

An individual who is employed by the policyholder or by an associated company. A sole proprietor will be considered the employee of the proprietorship. A partner in a partnership will be considered an employee so long as the partner's principal work is the conduct of the partnership's business. The term employee does not include temporary employees, seasonal employees nor corporate directors who are not otherwise employees.

### **employer**

The policyholder or any designated associated company.

### **insured**

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

### **licensed physician**

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. The physician cannot be you or your spouse, children, parents, grandparents, grandchildren, brothers or sisters, or the spouse of any such individuals.

### **non-work day**

A day on which the employee is not regularly scheduled to work, including scheduled time off for vacations, personal holidays, weekends and holidays, and approved leaves of absence for non-medical reasons.

Non-work day does not include time off for medical leave of absence, temporary layoff, employer suspension of operations in total or in part, strike, and any time off due to sickness or injury including sick days, short-term disability, or long-term disability.

### **noncontributory insurance**

Insurance for which the employee is not required to make premium contributions.

### **policyholder**

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

### **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**

An insured employee.

## 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 as shown on the specifications page attached to this certificate; 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 as shown on the specifications page attached to this certificate; and
- (4) meets the actively at work requirement described in the "What is the actively at work requirement?" provision of this section.

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

**What is the actively at work requirement?**

To be eligible to become insured or to receive an increase in the amount of insurance, an employee must be actively at work fully performing his or her customary duties for his or her regularly scheduled hours at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

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

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

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

**When does a certificate holder's insurance become effective?**

Your insurance becomes effective on the date that all of the following conditions have been met:

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

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

Yes. The employer may continue your noncontributory insurance or allow you to continue your contributory insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff.

Continuation of your insurance is subject to certain time limits and conditions as stated in the certificate. If you stop active work for any reason, you should discuss with the employer what arrangements may be made to continue your insurance.

**Premiums**

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

Unless the policyholder and we have agreed to some other premium payment procedure, any premium contributions you are required to make for contributory insurance are to be paid by you to the policyholder on a monthly basis. We apply premiums consecutively to keep the insurance in force.

**How is the premium determined?**

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

We will provide the policyholder with advance notice of at least 45 days for any change in rates. If we fail to provide the policyholder with the 45 day advance notice, the coverage will remain in force with the existing rates until after the 45 day notice is given or replacement coverage has been obtained, whichever occurs first.

**Accidental Death and Dismemberment Benefit**

**What does accidental death or dismemberment by accidental injury mean?**

Accidental death or dismemberment by accidental injury means that an insured's death or dismemberment results, directly and independently of all other causes, from an accidental injury which is unintended, unexpected, and unforeseen.

The injury must occur while the insured's coverage is in force. The insured's death or dismemberment must occur within 365 days after the date of the injury and while his or her coverage is in force.

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

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

TYPE OF LOSS	PERCENT OF AMOUNT OF INSURANCE
Life.....	100%
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
Speech and Hearing.....	100%
One Hand and One Foot.....	100%
One Foot and Sight of One Eye.....	100%
One Hand and Sight of One Eye.....	100%
Quadriplegia.....	75%
Paralegia.....	50%
Sight of One Eye.....	50%
Speech or Hearing.....	50%

Hemiplegia.....	50%
One Hand or One Foot.....	50%
Thumb and Index finger of One Hand .....	25%
Coma.....	1%

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 or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

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

Coma means a state of profound unconsciousness with no evidence of appropriate responses to stimulation with has lasted at least 30 consecutive days. Benefits will be payable monthly for the duration of the coma, but not beyond 100 months. The insured must be confined in a medical facility and diagnosed as comatose by a licensed physician.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger 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 loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

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

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

Yes. If the policyholder's plan of insurance, as reflected in the specifications page attached to this certificate, allows for a choice of amounts of insurance for your class, you can request an increase or a decrease in the amount of your contributory insurance within the limitations of the policyholder's plan of insurance, including any limitations on when and how often such requests may be made.

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

Increases and decreases in amounts of 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 20 days after the accident. Written 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 and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

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 an insured died or suffered a covered dismemberment as a result of a covered accidental injury. The benefit will be paid in a single sum or in any other method agreeable to the beneficiary and us.

**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. The benefit for all other losses sustained by you will be paid 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 may also choose to name a beneficiary that you 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.

(7) war or any act of war, whether declared or undeclared; or

(8) service in the military of any nation.

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

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

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

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

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

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

## **Exclusions**

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

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

- (1) intentionally self-inflicted injury or self-destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) bodily or mental infirmity, illness or disease; or
- (4) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (5) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (6) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft or on a Civil or Military Transport aircraft (this does not include any pilot or crewmember while performing his or her occupational duties provided the insured employee holds a current and valid license to fly from the proper regulatory agency), or;

## **Additional Benefits**

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the accidental death and dismemberment benefits. Additional benefits are paid in addition to any accidental death and dismemberment benefits described in the Accidental Death and Dismemberment section, unless otherwise stated. All provisions of the certificate, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

### **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 certificate and proof satisfactory to us that the accident occurred and the insured was a passenger on the conveyance, that the insured has died as a result of an accidental injury which was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this certificate.

### **Exposure Benefit**

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

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

### **Felonious Assault Benefit**

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

If an insured employee dies or suffers a covered dismemberment as a result of a covered accident caused by a felonious assault, we will pay an additional benefit equal to the lesser of \$1,000 or 10% of the insured employee's amount of AD&D 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.

The term extended care facility shall not include a place that provides health care services primarily for custodial or domiciliary care or for the care of drug addiction, alcoholism or mental disorders.

## **Public Transportation Benefit**

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

If an insured dies 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 the doubled principal sum amount subject to a maximum of \$100,000.

Public transportation vehicle means any air, land or water vehicle operated under a license for the transportation of fare paying passengers.

## **Rehabilitative Physical Therapy Benefit**

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

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

- (1) 2% of the insured's amount of AD&D insurance; or
- (2) \$1,000; or
- (3) actual costs incurred for such rehabilitative physical therapy.

## **Therapeutic Counseling Benefit**

### **What is the therapeutic counseling benefit?**

If as the result of a covered accident, an insured employee suffers a loss for which a benefit is payable under the terms of this certificate, we will pay an additional benefit equal to the lesser of:

- (1) the reasonable expenses incurred for therapeutic counseling which exceed benefits provided by any other plan; or
- (2) 2% of the insured employee's amount of AD&D insurance; or
- (3) \$1,000

For this benefit to be payable, the therapeutic counseling services must:

- (1) begin within 90 days after the date of the loss; and
- (2) be incurred no later than one year after the date of the loss.

Therapeutic counseling means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

Reasonable expenses means fees and prices which do not exceed those generally charged for similar therapeutic counseling in the local area where services are provided. For purposes of this benefit, we reserve the right to determine reasonable expenses. An expense is considered to be incurred on the date it is rendered.

Plan means any of the following:

- (1) personal, individual, group, blanket or franchise health insurance; or
- (2) personal, individual, group hospital, medical service or pre-payment plan; or
- (3) labor-management trustee, union welfare, employer organization or employee benefit organization plan; or
- (4) automobile insurance medical payments benefit or automobile reparations insurance (no fault); or
- (5) governmental program or coverage required or provided by any statute except Medicare; or
- (6) Worker's Compensation or similar law
- (7) Any other health insurance the insured employee may be covered under.

## **Portability Benefit**

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

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

To continue coverage under the provisions of this benefit, you must make a written request and make the first premium contribution within 31 days after insurance provided by this certificate would otherwise terminate. Evidence of insurability will not be required. Coverage provided by this benefit will then be deemed effective retroactive to the beginning of the 31-day period. This date is considered to be your portability date and you are then considered to have portability status.

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

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

- (1) the employee terminates employment, including retirement; or
- (2) the employee is no longer in a class eligible for insurance or is on a leave or layoff; or
- (3) a class or group of employees insured under the policy is no longer considered eligible and there is no successor plan for that class or group.

Successor plan means an insurance policy or policies provided by us or another insurer that replaces insurance provided under this policy.

An insured will not be eligible to request coverage under this benefit if he or she:

- (1) has attained the age of 100; or
- (2) is an employee and 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 the group policy.

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

Both contributory and non-contributory insurance may be continued under this benefit.

You may also continue coverage under all additional benefits to such certificate which apply to the insurance and by you were insured immediately preceding your portability date.

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

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

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

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

The maximum amount of insurance that can be continued under this benefit for an insured under age 65 is the amount of insurance that was in force on the insured's portability date, but not more than \$100,000 for an employee. For an insured who is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount of insurance in force on the insured's portability date subject to a maximum of \$65,000 for an employee.

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

Yes. On the first day of the month following the date an insured attains age 65, the amount of insurance continued under this benefit will reduce to 65% of the amount of insurance in force on the day prior to his or her attainment of age 65, to 50% at age 70 and to 25% at age 75. Insurance terminates at age 100.

#### **Can an insured request a change in his or her amount of insurance continued under this benefit?**

Yes. An insured may elect to reduce the amount of insurance provided under his or her certificate. The remaining amount of insurance on the life of an employee must be at least \$10,000.

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

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

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

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

#### **What happens if an insured again becomes eligible under the group policy?**

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

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

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

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

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

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

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



- (1) the insured's 100th birthday; or
- (2) the date the certificate holder again meets the eligibility requirements of the group policy, not including the terms of this benefit; or
- (3) 31 days after the due date of any premium contribution which is not made.

## Termination

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### When does your insurance end?

Your insurance ends on the earliest of the following:

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

If your insurance under this certificate terminates due to non-payment of premiums, your coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during your lifetime.

### Can your coverage be reinstated after termination?

Yes. When your coverage terminates because you are no longer eligible, and you subsequently become eligible again, the employer may reinstate such coverage under this certificate, according to its own rules and time frames, without the need to satisfy any waiting period.

### When does the group policy terminate?

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

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) 45 days after we provide you with notice of our intent to terminate this policy.

## Additional Information

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### Do we have the right to obtain independent medical verification?

Yes. We retain the right to have an insured medically examined at our expense whenever a claim is pending

and, where not forbidden by law, we reserve the right to have an autopsy performed in the case of death.

### What if an insured's age has been misstated?

If an insured's age has been misstated, the accidental death or dismemberment benefit payable will be that amount to which the insured is entitled based on his or her correct age. A premium adjustment will be made so that the actual premium required at your 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 make 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.

### Who is the owner of this coverage?

Unless assigned otherwise, the insured employee is the owner of all coverage provided under this certificate. Only the owner has the right to exercise ownership rights under the certificate, including but not limited to naming or changing a beneficiary, changing the amount of insurance, assigning any or all ownership rights, converting coverage to an individual policy and terminating the coverage.

### 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, 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.

**Can a change in ownership for a certificate be requested?**

Yes. A change in ownership is a type of assignment. All provisions for assignments apply to ownership changes.

**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.

## **Notice**

**Minnesota Life Insurance Company** - a Securian Financial company  
400 Robert Street North, St. Paul, MN 55101-2098

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**If you have any questions regarding your coverage, or if you need assistance in resolving a complaint, you can contact us at:**

**Minnesota Life Insurance Company  
400 Robert Street North  
St. Paul, Minnesota 55101-2098**

**Telephone Number: 651-665-3500  
Business hours 7am - 5pm Central Time Monday - Friday**

**MINNESOTA LIFE**

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