

# Accidental Death and Dismemberment Certificate of Insurance

**MINNESOTA LIFE**

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

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Effective January 1, 2023  
as Revised on December 22, 2022

## **Read Your Certificate Carefully**

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

## **Legal Actions**

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



Secretary



President

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## **ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE**

## AD&D INSURANCE CERTIFICATE SPECIFICATIONS PAGE

### GENERAL INFORMATION

**POLICYHOLDER:** State Bankers Association Group Insurance Trust **POLICY NUMBER:** 34631

**PARTICIPATING EMPLOYER:** Any member bank of the Virginia Bankers Association who elects to participate in the group accidental death and dismemberment program provided by this certificate.

**POLICY EFFECTIVE DATE:** January 1, 2019. This specifications page represents the plan in effect as of January 1, 2023 as revised on December 22, 2022.

**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 participating employers.

**ENROLLMENT PERIOD:** 30 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** None.

**MINIMUM HOURS PER WEEK REQUIREMENT:** 30 hours per week.

### PLAN OF INSURANCE

#### EMPLOYEE BENEFIT SCHEDULE

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

##### Supplemental AD&D Insurance

##### Eligible Class

All Employees

##### Amount of Supplemental AD&D Insurance

An amount elected by the employee in an increment of \$25,000, subject to a maximum of \$1,000,000.

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

**AGE REDUCTIONS:** None.

**RETIREMENT REDUCTIONS:** All insurance terminates upon retirement.

**CONTRIBUTORY/  
NONCONTRIBUTORY:** Supplemental insurance is contributory.

**INCREASES AND DECREASES:** Requests for increases and decreases may be made only at annual enrollment or within 30 days of a qualified status change (as defined by the employer). Requested increases are effective on the date we receive the request. Requested decreases are effective on the first day of the month following the date we receive the request.

## DEPENDENTS BENEFIT SCHEDULE

### DEPENDENTS AD&D INSURANCE:

The amount of Dependents AD&D insurance is based on the composition of the employee's family as follows:

<u>Employee's Family Consists of</u>	<u>Amount of Dependents AD&amp;D Insurance</u>
Spouse and Eligible Children	Spouse: 40% of employee's amount of insurance* Each Child: 10% of employee's amount of insurance*
Spouse and No Eligible Children	Spouse: 50% of employee's amount of insurance*
No Spouse but Eligible Children	Each Child: 15% of employee's amount of insurance*

\* The maximum benefit for spouse/domestic partner coverage is \$250,000; the maximum benefit for child coverage is \$25,000.

### GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

#### CONTRIBUTORY/ NONCONTRIBUTORY:

All dependents insurance is contributory.

#### INCREASES AND DECREASES:

Dependents insurance shall automatically increase or decrease as the employee's amount of insurance increases or decreases.

## Definitions

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### **age**

Attained age as of most recent birthday.

### **certificate effective date**

The date your coverage under this certificate becomes effective.

### **contributory insurance**

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

### **earnings (monthly)**

#### ***All Salaried Employees Participating in the Employer's Flex Plan***

Monthly earnings means the employee's gross monthly income from the Employer in effect as of December 31st of the prior calendar year. It includes the employee's total income including commissions (as defined below), but before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from bonuses, overtime pay, any other extra compensation, or income received from sources other than the Employer.

#### ***All Salaried Employees Participating in the Employer's Non-Flex Plan***

Monthly earnings means the employee's gross monthly income from the Employer. It includes the employee's total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It includes income actually received from commissions (as defined below), but does not include renewal commissions, bonuses, overtime pay or any other extra compensation or income received from sources other than the Employer.

#### ***All Employees Eligible for Commissions***

For the first 12 months of benefit eligibility a commissioned employee shall be considered to have an annual salary amount of \$75,000 for the purpose of calculating their life insurance benefit. After 12 months the commissions will be averaged based on the most recent twelve months of combined salary and commissions ending September 30th of each year with the benefit going into effect the next January 1. The \$75,000 annual salary amount will remain in place until that January 1.

### **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.

### **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.

### **participating employer**

Any member bank of the Virginia Bankers Association who elects to participate in the group accidental death and dismemberment (AD&D) program provided by this certificate.

### **policyholder**

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

### **specifications page**

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

## waiting period

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

## we, our, us

Minnesota Life Insurance Company.

## you, your, certificate holder

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

## General Information

### What is your agreement with us?

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

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

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

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 policyholder's plan of insurance, as shown on the specifications page attached to the group policy, does not specifically provide insurance for retired employees, a retired employee shall not be eligible to become insured, nor to have his or her insurance continued. If the policyholder's plan of insurance specifically provides insurance for retired employees, the minimum hours per week and actively at work requirements will not apply to such persons.

### What is the actively at work requirement?

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

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

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

### When does your insurance become effective?

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

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

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

Yes. Your insurance may be continued if you are 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 a non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 12 months from the last day you were actively at work.
- (2) for a medical leave of absence, insurance cannot be continued beyond the later of 12 months from the last day you were actively at work or the date you attain the Social Security Normal Retirement Age. If no such date has been established the retirement date shall be age 65.

Continuation of insurance must be in accordance with practices and procedures that preclude individual selection. Each participating employer will determine the retirement age for their location.

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

### How is the premium determined?

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

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee period, or following the date that the amount of insurance in force for any one coverage or across coverages changes by more than 10% from that which was used to determine the current rates (active employee coverage and retiree coverage are considered separate coverages, as are, spouse AD&D and child AD&D); or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 10% from the volume that was used to determine the current rates or more.

## Accidental Death and Dismemberment Benefit

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

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

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

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

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

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%
Hemiplegia.....	50%
Sight of One Eye .....	50%
Speech or Hearing.....	50%
One Hand or One Foot.....	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 section of this certificate, will never exceed your full amount of insurance shown on the specifications page attached to this certificate.

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

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

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

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

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

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

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

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

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

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of your death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year or the minimum required by state law, whichever is greater.

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

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

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

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

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

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

- (1) your lawful spouse (does not include a domestic partner), 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 or by any other method made available under the plan. 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, whether sane or insane; or
- (2) your participation in or attempt to commit an assault or a felony; or
- (3) bodily or mental infirmity, illness or disease; or
- (4) drugs, poisons, gases or fumes, voluntarily taken, administered, absorbed, inhaled, ingested or injected; or

- (5) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- (6) travel or flight in or on, or descent from or with, any type of military aircraft; or
- (7) war or any act of war, whether declared or undeclared.

## **Additional Benefits**

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the accidental death and dismemberment benefits. Additional benefits are paid in addition to any accidental death and dismemberment benefits described in the Accidental Death and Dismemberment section, unless otherwise stated. All provisions of the certificate, including but not limited to the Exclusions section, shall apply to these additional benefits.

### **Air Bag Benefit**

#### **What is the air bag benefit?**

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional accidental death and dismemberment benefit equal to the lesser of \$5,000 or 5% of the insured's amount of insurance, provided:

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

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

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

### **Disappearance Benefit**

#### **What is the disappearance benefit?**

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

### **Exposure Benefit**

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

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

### **Repatriation Benefit**

#### **What is the repatriation benefit?**

If, as a result of a covered accident, an insured 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 of the actual cost of such preparation and transportation or \$5,000. 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 an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional accidental death and dismemberment benefit equal to the lesser of:

- (1) \$10,000; or
- (2) 10% of the amount payable due to the death or dismemberment.

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

- (1) the private passenger car was equipped with seatbelts; and



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

## 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
- (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 within three months after the date your coverage under this certificate terminated, the employer may reinstate such coverage under this certificate, according to its own rules and time frames, without the need to satisfy any waiting period.

### When does the group policy terminate?

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

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) on any subsequent policy anniversary after the date the number of employees insured is less than any minimum established by us or as required by applicable state law; or
- (3) 31 days after we provide the policyholder with notice of our intent to terminate the group policy.

The policyholder shall provide written notice to certificate holders in the event of termination or upon the receipt of notice of termination of the group policy not later than 15 days after receipt of the notice of termination.

## Family Coverage

If you have dependents, you may elect AD&D coverage for your eligible dependents as described below. All provisions of the policy applicable to an "insured," including but not limited to references in the Exclusions and Additional Benefits sections, shall apply to a dependent insured hereunder.

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

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

- (1) your lawful spouse or domestic partner\* who is not legally separated from you (applicable in states where legal separation is recognized as a legal marital status), and who is not eligible as an employee under this certificate; and
- (2) your or your spouse/domestic partner's children, stepchildren, and legally adopted children, who are unmarried and dependent on you for financial support. Children are eligible from live birth (stillborn and unborn children are not eligible) up to the end of the calendar year in which they attain age 19, or to age 25 if a full-time student in an accredited educational institution. Children age 19 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 19 (25 if a full-time student) and are financially dependent on you for more than one-half of their support and maintenance.

\*Participating employers will determine whether domestic partners will be eligible for coverage. Participating employers who include domestic partner coverage will also include domestic partners in all references to spouse except where specifically written otherwise in the policy.

A Domestic Partnership consists of an employee and one other person of the same sex or opposite sex. Such persons must satisfy all of the following requirements:

- (1) they have a single dedicated relationship of at least 12 months duration and intend to remain in the relationship indefinitely; and
- (2) they share the same permanent residence and have done so for at least 12 months; and
- (3) they are not related by blood or a degree of closeness which would prohibit marriage in the law of the state in which they reside; and
- (4) each is at least 18 years of age; and
- (5) each is mentally competent to consent to contract; and
- (6) neither is currently married to another person under either statutory or common law; and

- (7) they are financially interdependent; and
  - (a) they have provided the bank with at least one of the following documents evidencing such financial interdependence:
    - (i) joint ownership of real property or a common leasehold interest in real property; or
    - (ii) power of attorney; or
    - (iii) health care power of attorney; and
  - (b) they have provided the bank with at least two of the following documents evidencing such financial interdependence:
    - (i) common ownership of an automobile; or
    - (ii) driver's license with common address; or
    - (iii) joint bank or credit accounts; or
    - (iv) assignment of durable property.

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.

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

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

The amount of insurance for a dependent is shown on the specifications page. The Accidental Death and Dismemberment section found earlier in this 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 of due proof that an insured dependent died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the insured dependent's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year or the minimum required by state law, whichever is greater.

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

A dependents accidental death or dismemberment benefit will be paid to you, if living, otherwise to your estate.

### **Dependents Benefit Termination**

#### **When does an insured dependent's coverage terminate?**

An insured dependent's coverage terminates on the earliest of the following:

- (1) the date the dependent no longer meets the eligibility requirements; or
- (2) 31 days (the grace period) after the due date of any unpaid premium if the premium remains unpaid at that time; or
- (3) the last day for which premium contributions have been made following an insured employee's written request that insurance on his or her dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy.

The insured employee must notify us or the employer when he or she no longer has a dependent eligible for coverage under this benefit so that premiums may be discontinued. All premiums paid for dependents who are no longer eligible for coverage under this benefit will be refunded without any payment of claim.

## **Additional Information**

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

Yes. We retain the right to have an insured medically examined at our expense when and as often as we may reasonably require 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 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 signed application will 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 signed application attached to the insured's certificate and a copy containing the statement is furnished to the insured or the insured's beneficiary or personal representative.

### **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.

### **Will claims experience be available to the group policyholder?**

Upon request we will provide the group policyholder with a complete record of the policyholder's claims experience incurred under the group policy. The record shall include all claims incurred for the lesser of:

- (1) the period of time since the policy was issued or issued for delivery; or
- (2) the period of time since the policy was last renewed, reissued or extended, if already issued.

# Virginia Beneficiary Designation Notice

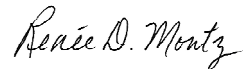
Minnesota Life Insurance Company - a Securian Financial company  
400 Robert Street North, St. Paul, MN 55101-2098

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## **BENEFICIARY DESIGNATION MAY NOT APPLY IN THE EVENT OF ANNULMENT OR DIVORCE**

Under Virginia Law (Virginia Code §20-111.1), a revocable beneficiary designation in a policy or contract owned by one spouse that names the other spouse as beneficiary becomes void upon the entry of a decree of annulment or divorce, and the death benefit prevented from passing to a former spouse will be paid as if the former spouse had predeceased the decedent. In the event of annulment or divorce proceedings, and if it is the intent of the parties that the beneficiary designation of the former spouse is to continue, you are advised to make certain that one of the following courses of action is taken prior to the entry of a decree or annulment or divorce; (i) change the beneficiary designation to make it irrevocable; (ii) change the ownership of the policy or contract; (iii) execute a separate written agreement stating the intention of both parties that the beneficiary designation is to remain in effect beyond the date of entry of the decree of annulment or divorce; or (iv) make certain that the decree of annulment or divorce contains a provision stating the beneficiary designation is not to be revoked pursuant to §20-111.1.

If your insurance plan is covered by the Employee Retirement Income Security Act of 1974 (ERISA) this notice may not apply. It is in your best interest to ensure that your beneficiary designation is current at all times.



Secretary



President

## Notice

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

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### NOTICE OF PROTECTION PROVIDED BY VIRGINIA LIFE, ACCIDENT AND SICKNESS INSURANCE GUARANTY ASSOCIATION

This Notice provides a **brief summary** of the Virginia Life, Accident and Sickness Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage. The Association was established to provide protection in the unlikely event that a life, annuity, or accident and sickness insurance company licensed in the Commonwealth of Virginia (including a health maintenance organization) becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

#### Life Insurance

- \$300,000 in death benefits
- \$100,000 in cash surrender and withdrawal values

#### Health Insurance

- \$500,000 for health benefit plans
- \$300,000 in disability income insurance benefits
- \$300,000 in long-term care insurance benefits
- \$100,000 in other types of accident and sickness insurance benefits

#### Annuities

- \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$350,000, except for health benefit plans, for which the limit is increased to \$500,000.

**NOTE: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Virginia law.

To learn more about the above protections, please visit the Association's website at [www.valifega.org](http://www.valifega.org), or contact:

#### **VIRGINIA LIFE, ACCIDENT AND SICKNESS INSURANCE GUARANTY ASSOCIATION**

c/o APM Management Services, Inc.  
1503 Santa Rosa Road, Suite 101  
Henrico, VA 23229-5105  
804-282-2240

#### **STATE CORPORATION COMMISSION**

Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23218-1157  
804-371-9741  
Toll Free Virginia only: 1-800-552-7945  
<http://scc.virginia.gov/boi/index.aspx>

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

## Important Notice

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

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### IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

Minnesota Life Insurance Company  
400 Robert Street North  
St. Paul, MN 55101-2098  
Telephone: 651-665-3500

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Life and Health Division  
Bureau of Insurance  
PO Box 1157  
Richmond, VA 23218  
Telephone: 1-877-310-6560

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, the company, or the Bureau of Insurance, have your policy number available.

**MINNESOTA LIFE**

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

**ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE**