

Effective June 17, 2012

POLICY NUMBER: 34099

POLICYHOLDER: City of St. Louis

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.

Right to Cancel

It is important to us that you are satisfied with this certificate after it is issued. If you are not satisfied with this certificate, you may cancel it by delivering or mailing a written notice or sending a telegram to Minnesota Life Insurance Company (Minnesota Life), 400 Robert Street North, St. Paul, Minnesota 55101-2098 and returning the certificate before midnight of the 30th day after you received this certificate.

Dennis E. Frohneberg

Secretary

Robert L. Soubler

President

Notice given by mail and return of the certificate by mail are effective on being postmarked, properly addressed, and postage prepaid. If you return this certificate, you will receive, within 10 days of the date we receive a notice of cancellation, a full refund of any premiums you have paid. Upon cancellation of this certificate, it will be void as if it had never been issued.

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.

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ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE

EMPLOYEE CERTIFICATE SPECIFICATIONS PAGE

GENERAL INFORMATION

POLICYHOLDER: City of St. Louis **POLICY NO. 34099-G**

ASSOCIATED COMPANIES: None

POLICY EFFECTIVE DATE: June 17, 2012

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 active full-time employees in the following classes:

Class 1: Active full-time employees with annual earnings of less than \$10,000
Class 2: Active full-time employees with annual earnings of a minimum of \$10,000 and less than \$15,000
Class 3: Active full-time employees with annual earnings of a minimum of \$15,000 and less than \$20,000
Class 4: Active full-time employees with annual earnings of a minimum of \$20,000 and less than \$40,000
Class 5: Active full-time employees with annual earnings of a minimum of \$40,000

WAITING PERIOD: The period commencing with the employee's date of employment and ending with the first day of the pay period following or coinciding with 30 days of continuous employment.

MINIMUM HOURS PER WEEK REQUIREMENT: 30 hours per week

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

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

| <u>Eligible Class</u> | <u>Amount of Insurance</u> |
|-----------------------|----------------------------|
| Class 1: | \$ 20,000 |
| Class 2: | \$ 40,000 |
| Class 3: | \$ 80,000 |
| Class 4: | \$100,000 |
| Class 5: | \$150,000 |

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

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

**CONTRIBUTORY/
NONCONTRIBUTORY:** All AD&D insurance is contributory insurance.

INCREASES AND DECREASES: Requests for increases and decreases may be made at any time. The effective date of increases and decreases due to a change in eligible class or earnings is the date of the change in eligible class or earnings. All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS AD&D INSURANCE:

The amount of Dependent's 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 AD&D Insurance</u> |
|--|---|
| Spouse/Domestic Partner and Eligible Children | Spouse/ Domestic Partner: 40% of employee's amount of insurance* Each Child: 10% of employee's amount of insurance* |
| Spouse/Domestic Partner and No Eligible Children | Spouse/ Domestic Partner: 50% of employee's amount of insurance* |
| No Spouse/Domestic Partner but Eligible Children | Each Child: 15% of employee's amount of insurance* |

* The maximum benefit for spouse/domestic partner coverage is \$75,000; the maximum benefit for child coverage is \$22,500.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**CONTRIBUTORY/
NONCONTRIBUTORY:** All dependents insurance is contributory insurance.

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

Definitions

age

Attained age as of most recent birthday.

associated company

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

certificate effective date

The date your coverage under this certificate becomes effective.

contributory insurance

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

earnings

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

employee

An individual who is employed by the policyholder or by an associated company. The term employee does not include temporary or part-time employees, seasonal employees nor corporate directors who are not otherwise employees.

employer

The policyholder or any designated associated company.

insured

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

licensed physician

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

non-work day

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

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

noncontributory insurance

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

policyholder

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

specifications page

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

waiting period

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

we, our, us

Minnesota Life Insurance Company.

you, your, certificate holder

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

General Information

What is your agreement with us?

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

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

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

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 hours at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

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

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

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

When does your insurance become effective?

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

- (1) you meet all eligibility requirements; and

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

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

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

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

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

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

Premiums

When and how often are premiums due?

Unless 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 or following the date that the amount of insurance in force for any one coverage changes by more than 15% from that which was used to determine the current rates (active employee coverage and retiree coverage are considered separate coverages, as are,

spouse/domestic partner AD&D and child AD&D;
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% from the volume that was used to determine the current rates or more.

Accidental Death and Dismemberment Benefit

What does accidental death or dismemberment by accidental injury mean?

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

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

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

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

| TYPE OF LOSS | PERCENT OF AMOUNT OF INSURANCE |
|---|--------------------------------|
| Life..... | 100% |
| Both Hands or Both Feet..... | 100% |
| Sight of Both Eyes..... | 100% |
| Speech and Hearing (in both ears)..... | 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% |
| One Arm or One Leg..... | 75% |
| Sight of One Eye..... | 50% |
| Speech or Hearing (in both ears)..... | 50% |
| One Hand or One Foot..... | 50% |
| Hemiplegia..... | 50% |
| Thumb and Index Finger of One Hand..... | 25% |
| Uniplegia..... | 25% |

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

lower limbs. Hemiplegia means total paralysis of upper and lower limbs on one side of the body. Uniplegia means total paralysis of one limb.

A benefit is not payable for both loss of 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 circumstances 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 such 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. You can request an increase or a decrease in the amount of your contributory insurance as shown on the specifications page attached to this certificate. Requests may be made in writing, by telephone or any other method made available by us.

When will changes in coverage amounts be effective?

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

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

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

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

When will the accidental death or dismemberment benefit be payable?

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

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of your death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than

0.1% per year or the minimum required by state law, whichever is greater.

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

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

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

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

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

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

- (1) your lawful spouse, 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 brothers and sisters 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) 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) travel or flight in or on any vehicle used for aerial navigation including getting in, out, on, or off such vehicle, if the insured is:
 - (a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - (b) acting as a pilot or a crew member of any aircraft, unless riding as a passenger; or
 - (c) riding as a passenger in a non-chartered aircraft which is owned, leased, operated, or controlled by the eligible employee's employer; or
 - (d) a student taking a flying lesson, unless riding as a passenger; or
 - (e) hang gliding; or
 - (f) parachuting, except when the insured has to make a parachute jump for self-preservation; or
- (10) war or any act of war, whether declared or undeclared; or
- (11) riot or civil insurrection; or
- (12) service in the military of any nation. Upon notice to the company of entry into the military as stated in this item, the pro rata unearned premiums shall be refunded to you.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the accidental death and dismemberment benefits. Additional benefits are paid in addition to any accidental death and dismemberment benefits described in the Accidental

Death and Dismemberment section, unless otherwise stated. All provisions of the policy, including but not limited to the Exclusions section, shall apply to these additional benefits.

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 AD&D benefit equal to the lesser of:

- (1) \$10,000; or
- (2) 5% of the insured's amount of AD&D insurance.

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

- (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.

Brain Damage Benefit

What is the brain damage benefit?

If an insured sustains and is diagnosed by a licensed physician as having Traumatic Brain Injury (TBI) as a result of and within 30 days of a covered accidental injury, and such TBI damage has lasted for a minimum of 12 consecutive months, we will pay a monthly benefit equal to the lesser of:

- (1) 100% of the insured's amount of AD&D insurance; or
- (2) \$150,000 of the difference between the insured's amount of AD&D insurance and the amount of any benefits paid under the loss schedule for the

same accident (if the full amount of AD&D insurance has been paid, no benefit is payable under this section).

The insured must be hospitalized due to TBI for at least five days within the first 30 days following the accident. This benefit will be paid monthly until the earlier of the following:

- (1) 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 AD&D insurance paid under this brain damage benefit; or
- (2) 100 monthly benefits have been paid.

In no event will the total amount of monthly benefits payable under this section exceed \$150,000.

Coma Benefit

What is the coma benefit?

If an insured lapses into a coma as a result of and within 30 days of a covered accidental injury, and such coma has lasted for a minimum of 7 consecutive days, we will pay a benefit equal to the lesser of:

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

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

- (1) the date the insured recovers such that he or she is no longer in a coma as defined herein; or
- (2) the date of the insured's death. If an accidental death payment is due under this policy, the amount of such payment will be reduced by the amount of insurance paid under this coma provision; or
- (3) 60 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.

Hospital Benefit

What is the hospital benefit?

If you require hospitalization as a result of a covered accident, an additional benefit will be paid to you during such hospitalization. After a five-day waiting period, a monthly benefit will be paid for up to 12 months equal to a maximum monthly benefit of the lesser of:

- (1) 1% of your amount of AD&D insurance; or
- (2) \$2,500; or
- (3) actual charges made by the hospital due to injuries incurred from the accident.

Payments for periods of less than a full month will be made on a pro-rata (daily accrual) basis. If the period of hospitalization stay exceeds five days, the benefit will be paid retroactively to the first day of hospitalization stay. No benefit is payable for hospitalizations of five days or fewer.

Hospital means a facility which:

- (1) is licensed as an acute hospital; and
- (2) provides diagnostic and therapeutic facilities for the surgical or medical diagnosis, treatment, and care of injured and sick persons as inpatients; and
- (3) has a staff of licensed physicians available at all times; and
- (4) is credited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or is recognized by the American Hospital Association (AHA) and is qualified to receive payments under the Medicare program; and
- (5) always provides 24 hour nursing services by registered graduate nurses; and
- (6) is not a place primarily for custodial or maintenance care.

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 to the lesser of:

- (1) 100% of the insured's full amount of AD&D insurance; or
- (2) \$150,000.

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

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 AD&D benefit equal to the lesser of:

- (1) \$25,000; or
- (2) 10% of the insured's amount of AD&D insurance.

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.

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.

Portability Benefit

What is the portability benefit?

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

To continue coverage under the provisions of this benefit, you must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Coverage provided by this benefit will then be deemed effective retroactive to the beginning of the 31-day period. This date is considered to be your portability date and you are then considered to have portability status.

Who is eligible to continue insurance under this benefit?

You are eligible to continue insurance under this benefit if you, except as provided by this benefit, no longer meet the

eligibility requirements of this certificate due to any of the following:

- (1) the employee terminates employment, including retirement; or
- (2) the employee is no longer in a class eligible for insurance or is on a leave or layoff; or
- (3) a class or group of employees insured under the policy is no longer considered eligible and there is no successor plan for that class or group. Successor plan means an insurance policy or policies provided by us or another insurer that replaces insurance provided under this certificate.

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

- (1) have attained the age of 70; or
- (2) are an employee and were not actively at work due to sickness or injury on the day immediately preceding your portability date; or
- (3) lose eligibility due to termination of the group policy.

What insurance can be continued under this benefit?

Only contributory insurance may be continued under this benefit. If you elect to continue your own coverage according to the provisions of this benefit, you may also elect to continue contributory insurance for any other individual insured under your certificate. You may also continue coverage under all additional benefits to such certificate which apply to contributory insurance and by which 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. The minimum does not apply to any other insureds covered under this benefit.

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 your portability date, but not more than \$150,000 if you are an employee or \$10,000 if you are a spouse/domestic partner. 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 \$97,500 if you are an employee or \$6,500 if you are a spouse/domestic partner.

Will the amount of insurance continued under this benefit change?

Yes. When 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. Insurance terminates at age 70.

Can you request a change in your amount of insurance continued under this benefit?

Yes. You may elect to reduce the amount of insurance provided under your certificate. The remaining amount of insurance must be at least \$10,000.

The amount of insurance continued under this benefit will never increase.

How will premium contributions be paid?

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

Can the premium rate change?

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

What happens if you again become eligible under this certificate?

If you are continuing coverage under the provisions of this benefit and again meet the eligibility requirements of this certificate, not including the terms of this benefit, you shall no longer be considered to have portability status. Your insurance may be provided only under the terms of this certificate, not including this benefit, unless and until you no longer meet the eligibility requirements of this certificate and again return to portability status as provided for herein. An insured cannot be covered under this certificate with both portability status and non-portability status.

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

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

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

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

When will insurance continued under this benefit terminate?

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

- (1) your 70th birthday; or
- (2) the date you again meet the eligibility requirements of this certificate, not including the terms of this benefit; or
- (3) in the case of a dependent child or a spouse/domestic partner who is insured under your coverage, the date your coverage is no longer being continued under this benefit or the date your spouse/domestic partner or child ceases to be eligible as defined under the terms of this certificate; or
- (4) 31 days after the due date of any premium contribution which is not made; or
- (5) the date the group policy is terminated.

Termination

When does your insurance end?

Your insurance ends on the earliest of the following:

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

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

Can your coverage be reinstated after termination?

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

When does the group policy terminate?

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

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) on any subsequent policy anniversary after the date the number of employees insured is less than any minimum established by us or as required by applicable state law; or
- (3) 60 days after we provide the policyholder with notice of our intent to terminate the group policy.

Family Coverage

If you have dependents, you may elect AD&D coverage for your eligible dependents as described below. All provisions of the 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 who is not legally separated from you and, who is not eligible for insurance as an employee under the group policy; and
- (2) your domestic partner who is not eligible for insurance as an employee under the group policy and who is an unrelated adult of the same or opposite sex of you with whom you are living in an intimate, long-term relationship with an exclusive commitment similar to marriage, in which the partners are jointly responsible for one another's welfare and share financial obligations.
- (3) your or your 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 or unborn children are not eligible) to the attainment of age 25. Children age 25 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 25 and are financially dependent on you for more than one-half of their support and maintenance.

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

When does insurance on a dependent become effective?

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

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

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

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

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

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

When will the accidental death or dismemberment benefit be payable?

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

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

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

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

Family Coverage Additional Benefits

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

Child Care Benefit

What is the child care benefit?

If you die as a result of a covered accident and you are survived by one or more dependent children under age 12, we will pay additional benefits to reimburse for child care expenses incurred for your dependent children while under age 12.

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

- (1) 12% of your amount of AD&D insurance; or
- (2) \$5,000; or
- (3) incurred child care expenses.

Child care expenses are those expenses which are for a service or supply furnished by a licensed child care provider or facility for a dependent child's care. No payment will be made for expenses incurred more than four years after the date of the insured employee's death or for expenses incurred for dependent children over age 12. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to whomever incurs the child care expense.

Common Accident Benefit

What is the common accident benefit?

If both you and your dependent spouse/domestic partner die from covered accidental injuries sustained in a common accident, the spouse's/domestic partner's accidental death benefit will be increased to an amount equal to 100% of your amount of insurance.

Common accident means the same accident or separate accidents that occur within the same 24-hour period. The insured employee and insured dependent spouse/domestic partner must also die within 365 days of each other from the common accident.

Education Benefit

What is the education benefit?

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

- (1) at the time of your death, the dependent child is enrolled as a full-time student at an accredited post-secondary educational institution (however, no benefit will be payable for the current school year); or
- (2) the dependent child enrolls on a full-time basis in an accredited post-secondary educational institution within one year of your death.
- (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 benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) 20% of your amount of insurance; or
- (3) \$10,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 25. The benefit will be paid to the dependent child if he or she is of legal age. If the dependent child is not of legal age the benefit will be paid to the person who provides proof they have paid or will pay the tuition bill for that school year. Proof of enrollment and tuition costs are required for each school year.

Spouse/Domestic Partner Education Benefit

What is the spouse/domestic partner education benefit?

We will pay an education benefit on behalf of your spouse/domestic partner if you die as a result of a covered accident and are survived by your spouse/domestic partner, provided that the spouse/domestic partner enrolls in a program of higher education within 12 months after your death.

The benefit payable will be the least of:

- (1) the actual tuition charged for all such education; or
- (2) 3% of your amount of AD&D insurance; or
- (3) \$5,000.

Only expenses occurring for a period of up to 1 academic year after the date of the employee's death will be eligible for reimbursement.

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

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.

Can an insured spouse/domestic partner or child continue his or her accidental death or dismemberment coverage after the death of the insured employee?

Yes. An insured spouse/domestic partner or child can continue his or her coverage after the death of the insured employee according to the terms of this continuation benefit. The continuation benefit provides for continuation of group accidental death and dismemberment insurance to the surviving insured spouse/domestic partner or child of the insured employee in the event of the insured employee's death.

To continue coverage under the provisions of this benefit, an insured spouse/domestic partner or child must make, without evidence of insurability, a written request and make the first premium contribution within 31 days of the date we receive proof of loss of the insured employee's death. Coverage provided by this benefit will then be deemed effective retroactive to the beginning of the 31-day period.

An insured spouse/domestic partner or child will receive written notice of the continuation benefit under this policy in the event of the insured employee's death. If the insured spouse/domestic partner or child does not receive said notice with 15 days prior to the end of the 31-day election period, he or she will have an additional period within which to exercise such right. This additional period will expire 15 days after such notice is given, but in no event will such additional period be extended beyond 60 days after the end of the 31-day election period. Notice of the continuation benefit will be presented to the insured spouse/domestic partner or child or sent to his or her last known address. Nothing contained herein will be construed to continue any insurance beyond the period provided in this policy.

When does the continued coverage terminate?

The continued coverage for a spouse/domestic partner or child will terminate on the earlier of:

- (1) the date the spouse/domestic partner or child again becomes eligible under the policy other than through this continuation provision; or

- (2) 31 days after the due date of any premium contribution which is not made.

What happens to continued insurance on a spouse/domestic partner or child when the group policy terminates?

Notwithstanding anything in the group policy to the contrary, termination of the group policy will not terminate life insurance then in force for any spouse/domestic partner or child who is continuing coverage after the death of the insured employee. 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 after the termination of the policy will remain in force until terminated according to the "When does the continued coverage terminate?" section.

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

In the event you need to contact someone regarding this policy, you may contact the insurance company issuing this policy at the following address and telephone number.

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

Telephone: (651) 665-3500

**NOTICE CONCERNING COVERAGE
LIMITATIONS AND EXCLUSIONS UNDER THE MISSOURI LIFE AND
HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Missouri Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Missouri Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Missouri. You should not rely on coverage by the Missouri Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

YOU MAY CONTACT EITHER THE ASSOCIATION OR THE MISSOURI DEPARTMENT OF INSURANCE AT THE FOLLOWING ADDRESSES SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE.

The Missouri Life and Health Insurance Guaranty Association
994 Diamond Ridge, Suite 102
Jefferson City, MO 65109

Missouri Department of Insurance
P. O. Box 690
Jefferson City, MO 65102-0690

The state law that provides for this safety-net coverage is called the Missouri Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights of obligations of the guaranty association.

(Please Turn to Back of Page)

Generally, persons will be covered if they live in this state, and hold a life or health insurance contract or annuity, or a certificate under a group policy or contract. However, not all individuals with a right to recover under life or health insurance policies or annuities are protected by the Act. A person is not protected when --

1. The person is eligible for protection under the laws of another state.
2. The person purchased the insurance from a company that was not authorized to do business in this state.
3. The policy is issued by an organization which is not a member insurer of the association; or
4. The person does not live in this state, except under limited circumstances.

Additionally, the Association may not provide coverage for the entire amount a person expects to receive from the policy. The Association does not provide coverage for any portion of the policy where the person has assumed the risk, for any policy of reinsurance (unless an assumption certificate was issued), for interest rates that exceed a specified average rate, for employers' plans that are self-funded, for parts of plans that provide dividends or credits in connection with the administration of policy, or for unallocated annuity contracts (which are generally issued to pension plan trustees).

The Act also limits the amount the Association is obligated to pay persons on various policies. The Association does not pay more than the amount of the contractual obligation of the insurance company. The Association does not have to pay more than three hundred thousand dollars (\$300,000) in death benefits for any one life regardless of the number of policies that insure that life. The Association does not have to pay amounts over one hundred thousand dollars (\$100,000) in cash surrender or withdrawal benefits on one life regardless of the number of policies insuring that individual. For health insurance benefits, the Association is not obligated to pay over one hundred thousand dollars (\$100,000) including net cash surrender and withdrawal benefits. On an annuity contract, the Association is not liable for over one hundred thousand dollars (\$100,000) in present value. Finally, the Association is never obligated to pay more than a total of three hundred thousand dollars (\$300,000) for any one insured for any combination of insurance benefits.

MINNESOTA LIFE

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

ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE