

**Read Your Policy Carefully**

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

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

*Alemiss E. Erdosy*

Secretary

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

**Legal Actions**

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

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

*Robert L. Soubler*

President

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**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY • NONPARTICIPATING**



**GENERAL INFORMATION**

**POLICYHOLDER:** Intuit Inc. **POLICY NUMBER:** 33357-G

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

**POLICY EFFECTIVE DATE:** August 1, 2005

**POLICY ANNIVERSARY DATE:** August 1 of each year beginning August 1, 2006

**PREMIUM DUE DATE(S):** The first day of each month.

**GROUP:** The group is composed of regular expatriates and United States employees, excluding seasonal, temporary and leased employees.

**ENROLLMENT PERIOD:** 31 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** None

**MINIMUM HOURS PER WEEK REQUIREMENT:** 20 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

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

An employee may choose among seven different amounts of supplemental insurance, as follows:

**Supplemental Insurance**

<u>Eligible Class</u>	<u>Amount of Insurance</u>
All Employees	One, two, three, four, five, six or seven times annual earnings, rounded to the next higher \$1,000 if not already a multiple thereof, then multiplied, subject to a maximum of \$1,000,000*.

\*The combined amount of supplemental AD&D insurance under this policy and basic AD&D insurance under policy 33356-G for an employee shall not exceed \$1,000,000.

**GENERAL PROVISIONS FOR EMPLOYEE INSURANCE**

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

<u>Age of Employee</u>	<u>Amount of Insurance</u>
70	65%
75	50%

Age reductions will apply on January 1 following the insured employee's 70<sup>th</sup> and 75<sup>th</sup> birthdays.

**RETIREMENT REDUCTIONS:** Insurance terminates at retirement.

**CONTRIBUTORY/  
NONCONTRIBUTORY:**

All supplemental insurance is contributory insurance.

**INCREASES AND DECREASES:**

The effective date of increases and decreases due to a change in earnings is the date of the change in earnings.

Increases or decreases can be requested at any time and shall be effective the first of the month following the request.

**DEPENDENTS BENEFIT SCHEDULE**

**DEPENDENTS AD&D INSURANCE:**

<b><u>Employee's Family Includes</u></b>	<b><u>Amount of Accidental Death and Dismemberment Insurance</u></b>
Spouse/Domestic Partner	50% of employee's amount of insurance
Children	\$10,000

**GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

**AGE REQUIREMENTS:**

Children are eligible from live birth up to the end of the calendar month in which they attain age 19 or the end of the calendar month in which they attain age 25 if a full-time student in an Institute of Higher Learning.

Children age 19 or older who are physically or mentally incapacitated and were covered by the certificate holder's plan prior to attaining age 19, can continue coverage as long as they remain unmarried, disabled and dependent on the certificate holder for more than one-half of their support and maintenance.

**CONTRIBUTORY/  
NONCONTRIBUTORY:**

All dependents insurance is contributory insurance.

**INCREASES AND DECREASES:**

Spouse/Domestic Partner insurance shall automatically increase and decrease as the employee's coverage increases and decreases.

**ADDITIONAL INFORMATION**

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

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

## Definitions

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### **age**

Attained age as of most recent birthday.

### **associated company**

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

### **certificate effective date**

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

### **certificate holder**

An insured employee.

### **contributory insurance**

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

### **earnings**

An employee's annual salary received from the policyholder on the day just before the date of loss, prior to any deductions to a 401(k) plan. Earnings do not include overtime pay, bonuses, or any other additional compensation.

Earnings will include commissions received from the policyholder averaged over the lesser of:

- (1) the number of months worked; or
- (2) the last 12 months;

just prior to the date of loss.

If hourly employees are insured, the number of hours worked during a regular scheduled work week, not to exceed 40 hours per week, times 52 weeks, will be used to determine annual earnings.

### **employee**

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

### **employer**

The policyholder or any designated associated company.

### **insured**

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

### **licensed physician**

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

### **non-work day**

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

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

### **noncontributory insurance**

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

### **policy anniversary**

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

### **policy effective date**

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

### **policyholder**

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

### **specifications page**

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

### **waiting period**

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

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

Minnesota Life Insurance Company.

**you, your**

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

## **General Information**

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

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

No change or waiver of any provision of this policy, or any certificate issued under it, will be valid unless made in writing by us and signed by our president, a vice-president, our secretary, or an assistant secretary. No agent or other person has the authority to change or waive any provision of this policy, nor of any certificate issued under it.

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

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

Yes. Employees of associated companies may be eligible for insurance under this policy. Associated companies are shown on the specifications page attached to this policy. You represent any associated company in all transactions pertaining to this policy. Your acts or omissions and every notice given by us to you shall be binding on every associated company.

### **Can this policy be amended?**

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

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

An employee is eligible if he or she:

- (1) is a member of the eligible group and of an eligible class as shown on the specifications page attached to this policy; and
- (2) works for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this policy; and
- (3) has satisfied the waiting period as shown on the specifications page attached to this policy; and

- (4) meets the actively at work requirement described in the "What is the actively at work requirement?" provision of this section.

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

If the policyholder's plan of insurance, as shown on the specifications page attached to this 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 performing his or her customary duties at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

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

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

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

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

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

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

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

Yes. Insurance may be continued on an insured employee, his or her insured spouse/domestic partner, if any, and/or his or her insured children, if any, if the

employee is not actively at work due to sickness, injury, leave of absence or temporary layoff. Insurance will be deemed to continue until terminated by discontinuance of premium payments, written request or any other applicable termination provisions of this policy.

Insurance continued for non-medical leave of absence or temporary layoff may not be continued beyond twelve months from the last day the employee was actively at work.

Insurance continued for sickness, injury or medical leave of absence may be continued as follows:

- (1) if retirees are not an eligible class of insureds according to the policyholder's plan of insurance, as shown on the specifications page attached to this policy, continuation for medical leave of absence cannot be continued beyond the employee's retirement date.
- (2) if retirees are an eligible class of insureds according to the policyholder's plan of insurance as provided for by this policy, continuation for medical leave of absence can be continued indefinitely. However, any reductions in the amount of insurance or any other change in policy provisions which apply at retirement will apply on the employee's retirement date.

For purposes of this provision, an employee's retirement date shall be the earlier of:

- (1) the date he or she actually retires; or
- (2) his or her presumed normal retirement date as established by the employer's applicable retirement plan. If no such date has been established, the employee's presumed retirement date shall be the date the employee attains age 65.

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

Continuation of insurance must be in accordance with a plan that precludes individual selection.

## Premiums

### When and how often are premiums due?

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

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

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

### How is the premium determined?

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

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee; or
- (2) irrespective of any rate guarantee, anytime, if the policy terms are amended or the total amount of insurance in force changes by 10% or more.

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

Yes. This policy has a 31-day grace period. If a premium is not received by us on or before the date it is due, that premium may be paid during the 31-day grace period following the due date. The insurance under this policy will remain in effect during the 31-day grace period. This grace period does not apply to the first premium payment.

### Can the premium be adjusted?

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

## Accidental Death and Dismemberment Benefit

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

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

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

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

The amount of the benefit shall be a percentage of the amount of insurance shown on the specifications page

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

TYPE OF LOSS	PERCENT OF AMOUNT OF INSURANCE
Life.....	100%
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
Speech and Hearing .....	100%
One Hand and One Foot.....	100%
One Foot and Sight of One Eye.....	100%
One Hand and Sight of One Eye.....	100%
Loss of Use of Both Arms and Both Legs.....	100%
Loss of Use of Both Arms and One Leg .....	75%
Loss of Use of Both Legs and One Arm .....	75%
Loss of Use of Both Arms or Both Legs.....	66.6%
Loss of Use of One Arm and One Leg.....	66.6%
Sight of One Eye .....	50%
Speech or Hearing .....	50%
One Hand or One Foot.....	50%
Loss of Use of One Arm or One Leg.....	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.

Total loss of use means loss of the ability to function because of:

- (1) incurable paralysis; or
- (2) stiffening.

A benefit will be payable as shown in the table above, if, due to an injury, a certificate holder suffers a total loss of use, provided:

- (1) the total loss of use continues for a period of 12 consecutive months; and
- (2) a licensed physician has shown at the end of the 12 months that the total loss of use has been continuous and will be permanent.

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.

If more than one loss occurs as a result of any one accident, only the largest benefit amount will be payable as shown in the table above. Under no circumstance will more than one payment be made for the same loss or paralysis of the same limb.

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

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

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

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

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

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

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

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

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

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

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

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

A beneficiary is named by a certificate holder to receive



the accidental death benefit to be paid at the certificate holder's accidental death. The certificate holder may name one or more beneficiaries. The certificate holder cannot name you or an associated company as a beneficiary.

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

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

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

- (1) the certificate holder's lawful spouse (does not include domestic partner), if living, otherwise;
- (2) the certificate holder's natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) the certificate holder's parents in equal shares, if living, otherwise;
- (4) the certificate holder's siblings in equal shares; if living, otherwise;
- (5) the personal representative of the certificate holder's estate.

### **Can a certificate holder add or change beneficiaries?**

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

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

A request to add or change a beneficiary must be made in writing. 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 a certificate holder's request.

## **Exclusions**

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

In no event will we pay the accidental death or dismemberment benefit where the insured's death or

dismemberment results from or is caused directly or indirectly by any of the following:

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

## **Additional Benefits**

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

### **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 benefit equal to the lesser of \$100,000 combined with the seat belt benefit or 5% of the amount payable due to the death, 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) a police report establishes that the air bag inflated properly upon impact; and
- (5) 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.

No benefit will be paid for any loss sustained:

- (1) while driving or riding in any four-wheel vehicle used in a race, in a speed or endurance test, or for acrobatic or stunt driving; or
- (2) if the insured was not wearing a seatbelt for any reason; or
- (3) while the insured is sharing a seatbelt; or
- (4) due to a defect in the Supplemental Restraint System's diagnostic system.

Supplemental Restraint System means an air bag which inflates for added protection to the head and chest areas.

Seatbelt means an unaltered and 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 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.

## 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 benefit equal to the lesser of:

- (1) \$100,000 combined with the air bag benefit; or
- (2) 10% of the amount payable due to the death.

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.

No benefit will be paid for any loss sustained:

- (1) while driving or riding in any four-wheel vehicle used in a race, in a speed or endurance test, or for acrobatic or stunt driving; or
- (2) if the insured was not wearing a seatbelt for any reason; or
- (3) while the insured is sharing a seatbelt.

If the police report does not clearly establish that the insured was or was not wearing a seatbelt at the time of the accident causing the insured's death, a sum equal to \$1,000 will be paid in lieu of the benefit described above.

Seatbelt means an unaltered and 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.

## Termination

### When does a certificate holder's insurance end?

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

- (1) the date this policy ends; or
- (2) the date the certificate holder no longer meets the eligibility requirements; or

- (3) the date this policy is amended so the certificate holder is 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 a certificate holder's written request to cease participation under this policy.

If a certificate holder's insurance under this policy terminates due to non-payment of premiums, his or her coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during the certificate holder's lifetime.

### **Can a certificate holder's coverage be reinstated after termination?**

Yes. When a certificate holder's coverage terminates because he or she is no longer eligible, and the certificate holder becomes eligible again within 30 days and within the same plan year after the date of his or her termination, such coverage under this policy, including all benefits previously terminated, may be reinstated.

The certificate holder's coverage under this policy shall be reinstated automatically, without satisfaction of any waiting period. The amount of insurance will be that which applies to the classification to which he or she then belongs, on the date he or she again becomes eligible. If the policyholder's plan of insurance provides for contributory insurance under this policy, a certificate holder's amount of contributory insurance will be limited to that for which he or she was insured immediately prior to the loss of coverage.

### **When does this policy terminate?**

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

- (1) 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 you with notice of our intent to terminate this policy.

### **Can this policy be reinstated?**

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

## **Family Coverage**

If a certificate holder has dependents, he or she may elect coverage for his or her eligible dependents as described below:

## **Dependents Benefit**

### **What is the dependents benefit?**

The dependents benefit provides accidental death and dismemberment insurance on the lives of the insured employee's eligible dependents.

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

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

- (1) the insured employee's lawful spouse who is not legally separated from the insured and who is not eligible for insurance as an employee under this policy; and
- (2) the insured employee's domestic partner of the same or opposite sex as registered with the State of California or any other similar state-wide domestic partner registration system or the insured employee's domestic partner of the same or opposite sex where the partners meet all of the following conditions for 12 months:
  - a) they are financially interdependent and are jointly responsible for each other's common welfare; and
  - b) there is an intent to remain in a committed relationship; and
  - c) they share the same living quarters and permanent address; and
  - d) they are not so closely related by blood that legal marriage would otherwise be prohibited; and
  - e) they are at least 18 years of age and neither is married to a third party; and
  - f) they have not been in a different domestic partner relationship or marriage within the last 12 months; and
  - g) the current relationship has been in effect for at least 12 months; and
- (3) the insured employee's and domestic partner's children, who are unmarried, can be claimed by the insured as a federal tax dependent and who meet the age requirements as shown on the specifications page attached to the group policy. Children includes:
  - a) natural children; or
  - b) children placed for adoption with the insured; or
  - c) legally adopted children; or
  - d) stepchildren; or
  - e) any other children for whom the insured is a legal guardian as defined by a court order; or
  - f) children whom the employee is required to cover according to a Qualified Medical Child Support Order (QMCSO) approved by Hewitt Associates' QMCSO service.

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

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

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

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

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

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

**Dependents Accidental Death and Dismemberment Benefit**

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

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

TYPE OF LOSS	PERCENT OF AMOUNT OF INSURANCE
Life.....	100%
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
Speech and Hearing .....	100%
One Hand and One Foot.....	100%
One Foot and Sight of One Eye .....	100%
One Hand and Sight of One Eye.....	100%
Loss of Use of Both Arms and Both Legs .....	100%

Loss of Use of Both Arms and One Leg.....	75%
Loss of Use of Both Legs and One Arm.....	75%
Loss of Use of Both Arms or Both Legs .....	66.6%
Loss of Use of One Arm and One Leg .....	66.6%
Sight of One Eye .....	50%
Speech or Hearing.....	50%
One Hand or One Foot.....	50%
Loss of Use of One Arm or One Leg.....	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.

Total loss of use means loss of the ability to function because of:

- (1) incurable paralysis; or
- (2) stiffening.

A benefit will be payable as shown in the table above, if, due to an injury, a certificate holder suffers a total loss of use, provided:

- (1) the total loss of use continues for a period of 12 consecutive months; and
- (2) a licensed physician has shown at the end of the 12 months that the total loss of use has been continuous and will be permanent.

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.

If more than one loss occurs as a result of any one accident, only the largest benefit amount will be payable as shown in the table above. Under no circumstance will more than one payment be made for the same loss or paralysis of the same limb.

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

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

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

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

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

## **Family Coverage Additional Benefits**

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

### **Child Care Benefit**

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

If a certificate holder or spouse/domestic partner dies as a result of a covered accident and he or she is survived by one or more dependent children, born or unborn, and in any event under 14 years of age, we will pay additional benefits for child care expenses for the certificate holder's dependent children provided that the dependent children are under the care of a licensed child care provider within 12 months from the date of death.

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

- (1) 3% of the certificate holder's or spouse/domestic partner's amount of insurance; or
- (2) \$3,000; 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 certificate holder's or spouse/domestic partner's death or for a dependent child 14 years of age or older. Proof of incurred child care expenses shall be required before any benefit payment is made.

### **Education Benefit**

#### **What is the education benefit?**

If a certificate holder dies as a result of a covered accident and he or she is survived by his or her dependent spouse/domestic partner and/or one or more dependent children, we will pay the actual tuition expense, up to \$3,000 annually for the spouse/domestic partner if:

- (1) the spouse/domestic partner attends an accredited post-secondary educational institution; and
- (2) the spouse/domestic partner incurs personal educational expenses within 30 months of the

certificate holder's accident.

We will pay 5% of the certificate holder's amount of insurance subject to a minimum of \$1,000 and a maximum of \$5,000, annually for each dependent child who is:

- (1) enrolled as a full-time student at an accredited post-secondary educational institution beyond the 12<sup>th</sup> grade level on the date of the accident; or
- (2) in the 12<sup>th</sup> grade on the date of the accident and subsequently enrolls as a full-time student in an accredited post-secondary educational institution within 1 year of the date of the certificate holder's death.

The benefit will be paid to the certificate holder's spouse/domestic partner, if living, otherwise to or on behalf of the dependent children.

### **Newborn Children Benefit**

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

If a child is born to an insured employee and the insured employee has not elected dependent coverage, such child shall be insured from the moment of birth. The newborn child shall be insured for 31 days. The newborn child shall then cease to be insured unless the insured employee applies for dependent coverage within 31 days of the birth and pays the additional premium for coverage.

The above coverage will also be extended to newly adopted, foster or step children, and children of a domestic partner, as of the date they become financially dependent on the insured employee for support, provided they are an eligible dependent child.

### **Newlywed Benefit**

#### **What is the newlywed benefit?**

At an insured employee's marriage or on the date of acquiring a domestic partner, if the insured employee has not previously elected dependent coverage, his or her new spouse/domestic partner shall automatically become insured. Such spouse/domestic partner shall be insured for 31 days. The spouse/domestic partner shall then cease to be insured unless the insured employee applies for coverage within 31 days of the date of his or her wedding or within 31 days of the date of acquiring his or her domestic partner and pays the additional premium for coverage.

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

## **Additional Information**

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

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

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

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

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

### **When does an insured's insurance become incontestable?**

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

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

### **Can a certificate holder's insurance be assigned?**

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

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

### **Are you required to maintain records?**

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

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

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

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

### **Will this policy receive experience credits?**

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

### **Are you our agent?**

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

### **Will the provisions of this policy conform with state law?**

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

**MINNESOTA LIFE**

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

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY • NONPARTICIPATING**