

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT  
CERTIFICATE OF INSURANCE

**MINNESOTA LIFE**

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

**RELIASTAR**

ReliaStar Life Insurance Company  
20 Washington Avenue South  
Minneapolis, MN 55401

(Referred to in this Certificate as we, us, our)

We issue this certificate to you as evidence of insurance under the policy. It takes the place of any certificate of similar insurance previously issued by us to you. You are insured under the policy as of 12:01 a.m. on the certificate effective date at the policyholder's address. Information about the certificate effective date, policy number, your coverage and benefit amounts are retained by the **State of Minnesota's Minnesota Management & Budget - SEGIP**. You may contact your department personnel office or the insurance representative who has been designated to advise you about your insurance coverage and contribution rates.

We will pay the benefits as stated in the policy. The policy is on file with the **Minnesota Management & Budget**. We will pay benefits only for covered injuries as defined in our policy. Benefits are subject to all provisions, conditions, limitations, and exclusions of the policy. The policy is the only document under which we will make payments. The policy is kept at the main office of the policyholder and can be examined at any reasonable time.

MINNESOTA LIFE INSURANCE COMPANY

RELIASTAR LIFE INSURANCE COMPANY



Secretary



President



Secretary



President

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE

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## CERTIFICATE SCHEDULE

Accidental death, dismemberment and loss of sight benefits can be applied for in \$5,000 units up to the applicable maximum shown below. Individual coverage and benefit amounts are on file with the **Minnesota Management & Budget**.

<u>Age When Application is Made</u>	<u>Employee Maximum Benefit</u>	<u>Spouse Maximum Benefit*</u>
16 - 60	\$100,000	\$25,000
61 and Over	50,000	25,000

\*The amount of insurance on a spouse cannot exceed the amount of insurance on the employee.

## DEFINITIONS

### **Covered Accident**

An accidental bodily injury that occurs while insured under the policy.

### **Dependent**

An insured's legally married spouse.

### **Employee**

Any individual who is determined by the policyholder as eligible for insurance.

### **Insured**

Any individual who is an elected or appointed public official or any person who is determined by the policyholder as eligible for insurance.

### **Physician**

Any individual who is licensed by the state in which treatment is received as qualified to treat the type of injury causing the loss for which claim is made.

### **Salary**

Your regular rate of annual compensation as defined by the policyholder, excluding overtime pay and bonuses.

### **You, Your**

Any individual insured under the policy, who is either an elected or appointed public official, or any person who is determined by the policyholder as "**insurance eligible**" under the terms of the collective bargaining agreement or pay plan.

## **BENEFIT PROVISIONS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT**

If an accidental bodily injury, directly and independently of all other causes, results in your suffering any of the losses listed below within 200 days of a covered accident, we will pay the benefit amount shown on your certificate schedule.

Life.....	The Benefit Amount
Both hands or both feet or sight of both eyes.....	The Benefit Amount
One hand and one foot.....	The Benefit Amount
Either one hand or one foot, and sight of one eye.....	The Benefit Amount
One hand or one foot or sight of one eye.....	One-Half The Benefit Amount

"Loss of a hand or a foot" means severance at or above the wrist or ankle. "Loss of sight" means total and irrecoverable loss of sight.

If more than one loss results from any one accident, only the largest benefit will be paid.

### **AVIATION COVERAGE**

The insurance policy will cover you while riding as a passenger in an aircraft, or while getting on, off, in or out of, or being struck by:

- (1) any scheduled or chartered aircraft of any civilian airline authorized to provide regular passenger service;
- (2) any powered aircraft having a current NC or N Standard Airworthiness Certificate from the U.S.F.A.A. or its successor, which is operated by a licensed pilot; or
- (3) any aircraft operated by the U.S. Air Mobility Command or by similar air transport service of any other recognized country.

Your insurance will also cover any air travel that is taken in connection with your employment when you are:

- (1) flying in any aircraft owned or operated by the policyholder; or
- (2) operating, learning to operate or serving as a crew member on any aircraft that is owned or operated by the policyholder.

You will not be covered under the policy while flying in any aircraft being used for:

- (1) hunting; or
- (2) racing; or
- (3) skywriting; or
- (4) endurance tests; or
- (5) exhibition stunt flying.

### **General Exclusions and Limitations**

We will not pay a benefit for any loss caused directly or indirectly by:

- (1) intentionally self-inflicted injury, suicide or attempted suicide, while sane or insane;
- (2) injury resulting from war (declared or undeclared) or any act of war, insurrection or participation in a riot;
- (3) injury which happens while on active duty in the armed forces of any country;
- (4) disease or bacterial infection, except for pyogenic infection occurring with and through an accidental cut or wound.

### **Disappearance**

If your body is not found within one year and you have been declared legally dead, we will presume that you died from your injuries.

## ELIGIBILITY

Each employee will become eligible to apply for insurance under the policy on the 35th day following the employee's first day of employment, re-employment, re-hire or reinstatement with the policyholder.

Each employee is eligible to insure his/her spouse:

- (1) the date he/she is eligible for insurance; or
- (2) the date he or she marries.

If both spouses work for the state or another organization participating in the state's group insurance program, neither spouse may be covered as a dependent by the other.

## EFFECTIVE DATE

All eligible employees must submit a written application and authorize a payroll deduction for the premium charge for both himself/herself and/or their spouse. The insurance will become effective on the first day following or coinciding with:

- (1) the date the employee first becomes eligible; or
- (2) the date of application.

### Actively Working

If you are not actively working on the date your initial amount of insurance or an increase in insurance is scheduled to take effect because of illness, injury or a leave of absence, it will not take effect. Your insurance will become effective on the date you return to active work and perform all the duties of your regular occupation for an entire day.

An employee's spouse cannot be insured under the policy until the employee is insured. No spouse's insurance will take effect on any date that the spouse is hospital-confined or disabled and is unable to engage in his/her customary duties or activities. The spouse's insurance will take effect on the day after the date the spouse resumes his/her customary duties and activities.

## TERMINATION OF INSURANCE

Your insurance will terminate on:

- (1) the first day of the month following the date you cease to be a member of a class eligible for insurance under our policy;
- (2) the first day of the month following the date you withdraw your payroll deduction authorization or fail to make the required premium contribution, subject to the 31 day grace period;
- (3) the first day of the month following the date you join the armed forces of any country except for temporary active duty assignments of not more than 90 days;
- (4) the first day of the month following the date you terminate employment with the policyholder;
- (5) the first day of the month following the date you accept a pension or retire;
- (6) the first day of the month following the date you accept full-time employment with another employer; or
- (7) the date our policy terminates. Unless our policy is being replaced by a substantially similar group accidental death and dismemberment policy, we will notify all insureds covered under the policy 30 days in advance of any termination of the policy by Minnesota Life. In no event shall the terms of this provision extend coverage under the policy more than 120 days beyond the date coverage would otherwise terminate under the terms of the policy.

Your spouse's insurance will terminate when your insurance terminates or when your spouse reaches age 70. Termination will not affect any claim for loss which occurs before insurance terminates. Absence from active work due to total disability will not terminate your participation under our policy.

## **CLAIM PROCEDURES**

### **Notice of Claim**

Written notice of claim identifying the person who suffered the loss must be sent to us at Minnesota Life's home office in St. Paul, Minnesota within 30 days of any loss, or as soon as is reasonably possible.

### **Claim Forms**

When we receive written notice of claim, we will send you our claim forms if you need them. If you do not receive the forms within 15 days, we will accept your written description as proof of loss.

### **Proof of Loss**

Written proof of loss must be given to us within one year from the date of loss. No benefits are paid until a claim is filed. If it is not possible for you to give proof within these time limits, written proof of loss must be given as soon as is reasonably possible. Written proof of loss must include the date the loss occurred, the cause of the loss, and the extent of the loss. Claims and proof of loss forms should be mailed to us at the following address:

Minnesota Life  
Group Division Claims  
P.O. Box 64114  
St. Paul, MN 55101-0114

### **Time of Payment of Claims**

When we receive sufficient written proof of loss, we will pay any benefits due to you. Benefits will be paid at the end of the month. When our liability ends, we will pay any remaining balance as soon as we receive sufficient written proof of loss.

### **Payment of Claims**

When we receive written proof of loss, we will pay any benefits due. All benefits will be paid to you or the beneficiary on record with the policyholder. If no beneficiary is named, benefits will be paid in the following order:

- (1) to your spouse, if living;
- (2) to your children in equal shares, if living; or
- (3) your estate.

If benefits are payable to a minor, we have the right to pay any benefits to the custodial parent or legal guardian. Any payment we make in good faith will end our liability to the extent of that payment.

### **Physical Examination and Autopsy**

We have the right to have you examined by a physician of our choice to determine the extent of any injury while a claim is pending. We also have the right to make an autopsy in case of death, unless the law forbids it. We will pay the cost of both the examination and autopsy.

### **Legal Actions**

You may not bring suit to recover on the policy until 60 days after written proof of loss is given. No suit may be brought more than three years after the date written proof of loss is furnished.

**Beneficiary**

Any designated beneficiaries who survive you will share in the benefits equally. We will furnish forms to the policyholder on which you may name one or more beneficiaries. A change in your beneficiary must be made in writing and on this form. The change won't take effect until it is received and recorded by your policyholder. When it is recorded, the change will take effect as of the date you signed it.

Changing the name of your beneficiary may affect the benefit payment we mail out, if the mailing occurs before the new beneficiary's name is recorded. You do not need anyone's consent to change the beneficiary, unless an irrevocable beneficiary has been named.

**Assignment**

You may absolutely assign your entire interest under the policy. An assignment can be made only with the written consent of any irrevocable beneficiary. No assignment will affect us unless it is in writing and a copy is sent to Minnesota Life's home office. When we record it, the assignment will take effect as of the date you made it. The assignment will be subject to any action we take before it is recorded. We take no responsibility for the validity of any assignment.

**Workers' Compensation**

Insurance under our policy does not replace or affect any requirements for coverage under Workers' Compensation Insurance. If state law allows, we may participate in a Workers' Compensation dispute arising from a claim for which we paid benefits.

**GENERAL PROVISIONS****Entire Contract**

The entire contract of insurance includes the following: our policy, the application of the policyholder and the individual applications of all employees. All statements made by the policyholder or the employees will be considered representations and not warranties. These statements will not be used to void or reduce any insurance unless the statements are contained in a signed application. The falsity of any statements made by an applicant in the application may not bar the right to recovery, unless such false statement materially affects either the acceptance of the risk or the hazard assumed by us.

**Time Limit on Certain Defenses**

No statement made by the policyholder will be used to void this policy after it has been in force for two years from the effective date of the policy. After an employee or a spouse has been insured under this policy for two years, no statement made by the insured about his or her own insurability or any spouse's insurability, except fraudulent misstatements made by the applicant in the application for such policy, will be used to void insurance or to deny a claim for any loss after the insurance has been in force for a two year period. No statement made by the insured will be used in any contest unless it is in writing and a copy is given to the insured, the insured's beneficiary or to the representative of the insured's estate.

**Misstatement of Age or Classification**

If the age or classification of an employee or a spouse is misstated or omitted, the correct age or classification will decide whether and what amount of insurance is payable. The premium charges will also be adjusted as required.

**Clerical Error**

Clerical error will not affect the insurance of any person. Delay or failure to report termination of any insurance will not continue in force beyond the date it terminates according to our policy. An adjustment of premium will be made if a clerical error is found.