

# Group Accidental Death and Dismemberment (AD&D) Certificate of Insurance

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



**POLICYHOLDER:** Sony Pictures Entertainment Inc.

**POLICY NUMBER:** 70411

## Notice of the California Consumer Affairs Unit

If you have questions or concerns regarding your certificate, please contact us, our agent or other representative at the address shown above. The phone number for customer service is: 866-293-6047.


If we, our agent or representative fail to satisfactorily resolve your questions or concerns, you may contact the California Department of Insurance. The address of the Department's Consumer Services Division is:

300 S. Spring Street  
Los Angeles, CA 90013

The phone number for callers inside the State of California is: 1-800-927-HELP. The phone number for callers outside the State of California is: 1-(213) 897-8921.

## Read Your Certificate Carefully

If you meet the eligibility and enrollment requirements herein, you are insured under the group policy shown on the 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.

  
Secretary

## Legal Actions

No action at law or in equity shall be brought to recover on this certificate prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this certificate. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

  
President

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## GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) CERTIFICATE OF INSURANCE

# Certificate Specifications Page

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



## GENERAL INFORMATION

**POLICYHOLDER** Sony Pictures Entertainment Inc.

**POLICY NUMBER:** 70411

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

**POLICY SITUS:** The policy was issued and delivered in California.

**POLICY EFFECTIVE DATE:** January 1, 2020

**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 employees of the policyholder and its associated companies working in the United States in the following classes:

Class 1 All active, regular, full-time non-union corporate employees of the employer regularly scheduled to work at least 20 hours per week.

**NO DOUBLE COVERAGE:** A person cannot be covered under more than one class. A person cannot be covered as both an active employee and a retiree. Any person who is eligible as an employee or retiree under the policy, or insured under the portability provisions, is not eligible as a dependent. Only one person can insure an eligible dependent child.

**WAITING PERIOD:** None

**MINIMUM HOURS PER WEEK REQUIRED:** 20 hours per week

## PLAN OF INSURANCE

### EMPLOYEE BENEFIT SCHEDULE

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

##### **Basic AD&D Insurance**

<u>Eligible Class</u>	<u>Amount of Basic AD&amp;D Insurance</u>
Class 1	One times annual earnings, rounded to the next higher \$1,000, subject to a minimum of \$20,000 and a maximum of \$1,000,000.

## Voluntary AD&D Insurance

### Eligible Class

### Amount of Voluntary AD&D Insurance

Class 1

One, two, three, four, five, six, seven or eight times annual earnings, rounded to the next higher \$1,000, subject to a maximum of \$1,500,000.

## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS:

The amount of basic and voluntary AD&D insurance on an employee age 65 or older shall be reduced to 65% of the amount otherwise provided by the plan of insurance applicable to such employee. The reduced amount is rounded to the next higher \$1,000.

Age reductions will apply on the policy anniversary following an insured employee's 65th birthday.

### RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

### CONTRIBUTORY/NONCONTRIBUTORY:

Basic AD&D is non-contributory insurance; Voluntary AD&D insurance is contributory insurance.

### INCREASES AND DECREASES:

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 (applies to both classes)

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

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

### Employee's Family Consists of

### Amount of AD&D Insurance

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: 25% of employee's amount of insurance\*

\* The maximum benefit for spouse/domestic partner coverage is \$750,000; the maximum benefit for child coverage is \$100,000.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**CONTRIBUTORY/NONCONTRIBUTORY:** 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

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### **associated company**

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

### **contributory insurance**

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

### **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. 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 nor corporate directors who are not otherwise employees.

### **employer**

The policyholder or any designated associated company.

### **insured**

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

### **licensed physician**

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

### **non-work day**

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

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

### **noncontributory insurance**

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

### **policyholder**

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

### **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. You are not eligible to become insured until the first day following the waiting period. Any such waiting period is shown on the specifications page .

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

Securian Life Insurance Company.

### **you, your, certificate holder**

An insured employee.

## Entire Contract

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This certificate and your application constitute the entire contract between you and us. Any statement made by you shall, in the absence of fraud, be deemed representations and not warranties. No such statement by you shall be used in defense to a claim hereunder unless it is contained in a written application, nor shall any such statement, except a fraudulent misstatement, be used at all to void this certificate after it has been in force for 3 years from the date of its issue, nor shall any such statement be used at all in defense to a claim for loss incurred after the insurance coverage with respect to which claim is made has been in effect for 3 years from the date it became effective.

## Time Limit on Certain Defenses

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No claim for loss incurred commencing after 3 years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of the loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

## General Information

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### **What employees are eligible for Accidental Death and Dismemberment (AD&D) insurance?**

An employee is eligible for AD&D insurance 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 ; 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.

**What dependents are eligible for AD&D insurance under this certificate?**

The following members of your family are eligible for AD&D insurance under this certificate:

- (1) your lawful spouse who is not legally separated from you, your civil union partner, or your registered domestic partner, as recognized under the laws of the jurisdiction of celebration; and
- (2) your or your spouse's natural, legally adopted or stepchildren who are less than 26 years old. An adopted child includes a child legally placed for adoption with you. Eligibility begins at live birth (stillborn or unborn children are not eligible). Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on you for more than one-half of their support and maintenance.

A person who is eligible as an employee or retiree under the policy, or insured under the portability provisions, is not eligible as a dependent. Only one person can insure an eligible dependent child.

Any dependent who, subsequent to the effective date of your dependents AD&D insurance, meets the eligibility requirements of this certificate will become insured on the date he or she so qualifies, provided no additional premium is required and the dependent is not hospitalized or confined because of illness or disease (except in the case of a newborn). If additional premium is required, the insurance for that dependent will be effective under the same conditions which would apply if you were newly becoming eligible for dependents AD&D under this certificate. If the 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 (except in the case of a newborn).

**Are employees of associated companies eligible for insurance under the group policy?**

Yes. Employees of associated companies may be eligible for insurance under the group policy. The policyholder represents any associated company in all transactions pertaining to the group policy. The policyholder's acts or omissions and every notice given by us to the policyholder shall be binding on every associated company. When an associated company ceases its participation under the policy, the policy shall be considered to be terminated for all employees of the associated company. All provisions

related to the policy terminating will apply to such employees.

**Are retired employees eligible for insurance?**

If the policyholder's plan of insurance, as shown on the specifications page, 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 certificate, an employee is eligible to continue to be insured only while he or she remains actively at work.

Any insurance or increase in insurance which is elected or put in force while you are not actively at work will not be eligible for claim payment. You or your beneficiary will receive a refund of premium for any contributory insurance for which you were not eligible.

**What is the delayed effective date provision for dependents?**

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 is effective.

**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) for contributory coverage, you apply for coverage in accordance with the application methods agreed upon by the policyholder and us.

### **When does a dependent's insurance become effective?**

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

- (1) your insurance becomes effective;
- (2) the dependent meets all eligibility requirements; and
- (3) for contributory coverage, you apply for dependents coverage in accordance with the application methods agreed upon by the policyholder and us.

### **Can your coverage be continued during 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) if you are on non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 12 months from the last day you were actively at work.
- (2) if you are on a medical leave of absence, insurance cannot be continued beyond the later of 12 months from the last day you were actively at work or attained age 65.

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 your premium contributions 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 regular periodic basis. We apply premiums consecutively to keep the insurance in force.

### **How is the premium determined?**

The premium will be the applicable 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.

Premium rates are subject to change according to the provisions of the group policy.

## **Accidental Death and Dismemberment Benefit**

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

Accidental death and dismemberment coverage is limited coverage. This means that this is accident only coverage and does not pay for loss from sickness or disease. This coverage will provide benefits only when your loss, death or dismemberment results from an accidental bodily injury which was unintended, unexpected and unforeseen. The injury and accidental loss, death or dismemberment must occur while your coverage is in force. Your loss, death or dismemberment must occur within 365 days after the date of the accidental injury. In no event will we pay the accidental death or dismemberment benefit where your accident, injury, loss, death or dismemberment is caused by, results in whole or in part from or during, or there is contribution from, any of the following:

For Basic AD&D:

- (1) intentionally self-inflicted injury, suicide, or attempted suicide whether sane or insane; or
- (2) your commission of or attempt to commit a felony, or your being engaged in an illegal occupation; or
- (3) your being legally intoxicated as defined by the jurisdiction in which injury or loss occurred; or
- (4) the voluntary use of prescription drugs, non-prescription drugs, illegal drugs, or medications, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
- (5) poisons, gases, fumes or other substances voluntarily taken, absorbed, inhaled, ingested or injected, unless as a direct result of an occupational accident; or
- (6) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier and except for a flight on a Sony owned, leased or controlled aircraft used for business purposes by the policyholder or any of its affiliates; or
- (7) war or any act of war, whether declared or undeclared.

For Voluntary AD&D:

- (1) self-inflicted injury, self-destruction, or autoeroticism, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) your participation in, or attempt to commit, a felony or your engagement in an illegal occupation; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) your being legally intoxicated as defined by the jurisdiction in which injury or loss occurred; or

- (6) the voluntary use of prescription drugs, non-prescription drugs, illegal drugs, and medications, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
- (7) poisons, gases, fumes or other substances voluntarily taken, absorbed, inhaled, ingested or injected, unless as a direct result of an occupational accident; or
- (8) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier and except for a flight on a Sony owned, leased or controlled aircraft used for business purposes by the policyholder or any of its affiliates; or
- (9) war or any act of war, whether declared or undeclared.

**What is the amount of the AD&D benefit?**

The amount of the basic and Voluntary AD&D benefits shall be a percentage of the amount of insurance shown on the specifications page. 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%
Sight of One Eye.....	50%
Speech or Hearing in Both Ears.....	50%
One Hand or One Foot.....	50%
Hemiplegia.....	50%
All Four Fingers of One Hand.....	25%
Thumb and Index Finger of One Hand.....	25%
Uniplegia.....	25%
Loss of all Toes of the Same Foot.....	20%
Coma.....	1% for 11 months

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints. Loss of toes means the complete severance at or above the metatarsalphalangeal joints.

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet). Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis

of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body. Uniplegia means total and permanent paralysis of one limb (from the shoulder down including total paralysis of the hand if claiming an upper limb and from the waist down including total paralysis of the foot if claiming a lower limb).

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. The Coma benefit applies to basic and Voluntary AD&D.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand or the loss of four fingers of one hand for injury to the same hand as a result of any one accident (the largest benefit of these overlapping losses only will be paid). Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, toe, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of AD&D insurance payable under this certificate for any one accident, not including any amount paid according to the terms of the Additional Benefits section of this certificate, will never exceed the full amount of the insured's AD&D insurance.

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

Yes. The specifications page describes when changes can be requested, when evidence of insurability will be required for such changes, and when the changes will become effective.

**Notice of Claim**

Written notice of claim must be given to us within 30 days after the occurrence or commencement of any loss covered by the certificate, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to us at our home office, or to any authorized agent of us, with information sufficient to identify you, shall be deemed notice to us.

**Claim Forms**

When we receive written notice of claim, we will furnish to the claimant such forms as are usually furnished by us for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this certificate as to proof of loss upon submitting, within the time fixed in this certificate for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made..



## **Proof of Loss**

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 or reduce the claim if it was not reasonably possible for proof to be given within that time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof of loss is otherwise required.

## **Time of Payment of Claims**

We will pay the accidental death or dismemberment benefit immediately upon receipt at our home office of written proof as to both substance and form 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.

## **Payment of Claims**

### **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, including any accidental death or dismemberment payable due to a dependent's loss, will be payable to you, if living, otherwise to your estate.

## **Change of Beneficiary**

You name a beneficiary to receive the death benefit to be paid at your death. You may name one or more beneficiaries. You can change the beneficiary designation at any time, provided all of the following are true:

- (1) your coverage is in force; and
- (2) you have not assigned the ownership of your insurance.

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

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

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

## **Additional Benefits**

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

### **Adaptive Home and Vehicle Benefit (applies to Voluntary AD&D only)**

#### **What is the adaptive home and vehicle benefit?**

If an insured suffers a loss other than loss of life and a benefit is payable under the AD&D benefit, we will pay for an insured's principal residence to be made accessible and/or an insured's private automobile to be made drivable or rideable. These one-time alteration expenses must be incurred within two years from the date of the accident. An insured's benefit will be the lesser of:

- (1) 10% of his or her amount of AD&D insurance; or
- (2) the actual alteration expense; or
- (3) \$25,000.

The Adaptive Home and Vehicle Benefit will be payable only if:

- (1) such home alterations are made by a person or persons with experience in such alterations and recommended by a recognized organization associated with the injury;
- (2) such vehicle modifications are carried out by a person or persons with experience in such matters and approved by the Motor Vehicle Department.

### **Air Bag Benefit (applies to basic and Voluntary AD&D)**

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

If an insured dies or suffers a covered dismemberment 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 \$25,000 or 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.

#### **Child Care Benefit (applies to Voluntary AD&D only)**

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

If you die as a result of a covered accident and you are survived by one or more insured dependent children under age 13, we will pay additional benefits to reimburse for child care expenses incurred for your dependent children while under age 13.

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

- (1) 6% of your amount of AD&D insurance; or
- (2) \$6,000; or
- (3) actual 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 six years after the date of your death or for expenses incurred for dependent children over age 13. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to the surviving parent, to the child's guardian, the custodian under the Uniform Transfers to Minors Act or to an adult caretaker when permitted under state law.

#### **Dependent Child Education Benefit (applies to Voluntary AD&D only)**

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

We will pay an education benefit on behalf of your dependent children if you die as a result of a covered

accident and are survived by one or more insured 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.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) 6% of your amount of insurance; or
- (3) \$6,000.

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 26. The benefit will be paid to the insured dependent child if he or she is of legal age. If the insured 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.

#### **Disappearance Benefit (applies to basic and Voluntary AD&D)**

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

#### **Exposure Benefit (applies to basic and Voluntary AD&D)**

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

If an insured suffers a loss under the Type of Loss schedule due to exposure to the elements, it will be covered as if it were due to injury, provided such loss results from unavoidable exposure to the elements by reason of a covered accident.

#### **Newborn Children Benefit (applies to Voluntary AD&D only)**

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

If a child is born to you and you have not elected dependent coverage, such child shall be insured from the moment of live birth. The newborn child shall be insured

for 31 days. The newborn child shall then cease to be insured unless you apply for dependent coverage within 31 days of the birth and pay the additional premium for coverage.

The above 31 day coverage period will also apply to newly adopted or step children, as of the date they become financially dependent on you for support, provided they are an eligible dependent child. The child shall then cease to be insured unless you apply for dependent coverage within 31 days of the date the child becomes financially dependent on you for support and pay the additional premium for coverage.

The amount of AD&D coverage provided during the 31 day coverage period will be equal to the smallest amount of child insurance then available under the group policy for your class.

### **Seatbelt Benefit (applies to basic and Voluntary AD&D)**

#### **What is the seatbelt benefit?**

If an insured dies or suffers a covered dismemberment 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.

### **Spouse Education Benefit (applies to Voluntary AD&D only)**

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

We will pay an education benefit on behalf of your spouse if you die as a result of a covered accident and are survived by your insured spouse, provided that your

spouse 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) 6% of your amount of AD&D insurance; or
- (3) \$6,000.

Only expenses occurring within 30 months after the date of your death will be eligible for reimbursement.

## **Portability Benefit**

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

The portability benefit provides for continuation of your group AD&D 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 be effective the date we receive the completed application. This date is considered to be the insured's portability date and the insured is then considered to have portability status.

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

An insured employee is eligible to continue insurance under the terms of this benefit if he or she, except as provided by this benefit, no longer meets the eligibility requirements of the certificate due to any of the following:

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

An insured spouse is eligible to continue insurance under this benefit if he or she, except as provided by this benefit, no longer meets the eligibility requirements of the certificate due to legal separation, divorce or the employee's death.

An insured child age 19 or older is eligible to continue insurance under this benefit if he or she, except as provided by this benefit, no longer meets the eligibility requirements of the certificate due to attaining an age limit or otherwise ceases to be an eligible dependent.

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

- (1) has attained the age of 70; or
- (2) is an employee and was not actively at work due to sickness or injury on the date immediately preceding his or her portability date; or
- (3) is a spouse and is totally disabled. A spouse will be considered totally disabled only if he or she is unable to engage in any occupation for which he or she is reasonably suited by education, training, or experience; or
- (4) loses eligibility due to termination of the group policy.

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

Contributory and non-contributory insurance may be continued under this benefit. If an employee elects to continue his or her own coverage according to the provisions of this benefit, he or she may also elect to continue contributory insurance for any other dependent insured under his or her certificate.

If a former spouse continues his or her own coverage according to the provisions of this benefit, he or she may also elect to continue contributory insurance on any insured children, provided the employee is not otherwise insuring the children.

An insured may also continue coverage under all certificate benefits which apply to his or her contributory insurance and by which he or she was insured immediately preceding his or her portability date, except the waiver of premium benefit, which shall terminate upon porting.

Death benefits will be paid in accordance with the provisions of the certificate and applicable benefits with the following exception: Death benefits for a former spouse or child porting his or her own coverage (not being continued as part of the employee's coverage) shall be payable as if the spouse or child were an employee. Therefore a former spouse or child may choose to name a beneficiary or beneficiaries to receive his or her death benefit proceeds, subject to all provisions of the Death Benefit section of the certificate, including the provisions related to payment when there are no eligible named beneficiaries.

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

The minimum amount of AD&D insurance that can be continued on an employee under this benefit is \$10,000. The minimum for dependents is \$1,000.

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

The maximum amount of AD&D insurance that can be continued under this benefit is the amount of insurance that was in force on the insured's portability date, but not more than \$1,000,000 for an employee or \$250,000 for a spouse.

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

No. Insurance continued under this supplement will not reduce. Insurance terminates at age 70.

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

Yes. An insured may elect to reduce the amount of AD&D insurance, subject to the minimum amount. 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.

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

If an insured is continuing coverage under the terms of this benefit, and again meets the eligibility requirements of the certificate, not including the terms of this benefit, the insured shall no longer be considered to have portability status and ported coverage will terminate. Insurance may be continued only under the terms of the certificate, not including this benefit unless and until the insured no longer meets the eligibility requirements of the certificate and again return to portability status as provided for herein.

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

Anything in the group policy notwithstanding, termination of the group policy will not terminate AD&D insurance then in force for any person under the terms of this benefit. The group policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

Any insurance continued under the terms of this benefit will remain in force until terminated by the provisions of the section 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 being continued under this benefit will terminate on the earliest of the following:

- (1) the insured's 70th birthday; or
- (2) the date the insured again meets the eligibility requirements of the certificate, not including the terms of this benefit; or
- (3) in the case of a dependent child or a spouse who is insured under the employee's certificate, the date the employee's coverage is no longer being continued or the date the spouse or child ceases to be eligible as defined under the terms of the certificate, unless the spouse or child ports coverage on their own as provided for under the terms of this benefit; or
- (4) in the case of a dependent child who is insured under a former spouse's coverage, the date the child ceases to be an eligible dependent as defined under the terms of the certificate, unless the child ports coverage on his or her own as provided for under the terms of this benefit; or
- (5) 31 days after the due date of any premium contribution which is not made; or
- (6) the date you request to terminate this coverage; or
- (7) the date the group policy is terminated.

## Termination

### When does an insured's insurance end?

An insured's insurance ends on the earliest of the following:

- (1) the date the group policy ends; or
- (2) the date the insured no longer meets the eligibility requirements, unless the insurance can be continued under the portability provisions; or
- (3) the date the group policy is amended so the insured is no longer eligible, unless the insurance can be continued under the portability provisions; 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; or
- (6) the date the insured attains age 70.

### 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 earlier of the following to occur:

- (1) 60 days (the grace period) after the due date of any premiums which are not paid; or
- (2) 31 days after we provide the policyholder with notice of our intent to terminate the group policy.

## Physical Examination and Autopsy

We, at our own expense, shall have the right and opportunity to examine the person of any individual whose injury is the basis of a claim when and as often as we may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

## Additional Information

### 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. If the insured's correct age is such that no benefit is payable, only a refund of premium will be made for the period the insured was not eligible.

### Who is the owner of this coverage?

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

### Can your insurance be assigned?

Yes. However, we will not be bound by an assignment of the certificate or of any interest in it unless it is made as a written instrument, and 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.

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

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

### Is the policyholder required to maintain records?

Yes. The policyholder is required to maintain adequate records of any information necessary for us to administer the group policy, and shall provide access to such records when required for us to administer the policy.

If an administrative or clerical error is made in keeping records on or administering the insurance under the group policy, it will not affect otherwise valid insurance. A clerical or administrative error, however, does not continue insurance which is otherwise stopped, make insurance effective when it should not have been or change the amount of insurance provided by the provisions of the policy and no claim shall be paid on amounts put into effect as a result of a past clerical or administrative error. If an error causes a change in premium payment, a fair adjustment will be made.

**Can insurance coverage be contested?**

Yes. If an insured dies or sustain a covered loss under this certificate within two years of his or her original effective date of coverage or increase in coverage, we will verify the accuracy of the information provided by the insured during the application process. If we discover a material misrepresentation, the coverage will be rescinded and an otherwise valid claim will be denied. This two year period can be extended for fraud or as otherwise allowed by law.

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.

**Can this certificate be amended?**

Yes. We retain the right to amend this certificate at any time without your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

**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.

**What is the policy interpretation right and authority?**

The following applies only when the administration of the policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

Securian Life has the exclusive right and authority, in its sole discretion, to interpret the group policy and decide all matters arising thereunder. Securian Life's exercise of that authority shall be conclusive and binding on all persons unless it can be shown that the determination was arbitrary and capricious.

**Securian Life Insurance Company** • A Stock Company

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

**GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) CERTIFICATE OF INSURANCE**