



## **ADDENDUM NO. 1**

### **REQUEST FOR PROPOSALS**

#### **LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

**IFB NO.: 2017-I-17**

**Date Issued: December 12, 2017**

#### **INSTRUCTIONS:**

- (1) BIDDER is required to comply with this Addendum No. 1.
- (2) This Addendum No. 1 becomes a part of this Request for Proposals.
- (3) BIDDER is required to acknowledge this Addendum No. 1 in the proper place on the Certification and Statement of Qualifications form.
- (4) For additional information, please contact Annie Hinojosa, Director of Procurement or Sherrié Clay, Procurement Administrator at (361) 289-2712.

This Addendum No. 1 is issued to make the following changes and clarifications on RFP No. 2017-I-17:

1. The CCRTA has provided a locked spreadsheet of the 2017 Life and Accidental Death and Dismemberment Census for proposer's convenience.

Please refer to the separate electronic form Microsoft Excel spreadsheet titled "Census 2017- Life & ADD Breakdown"

2. The CCRTA's response to RFIs submitted by Annie Castro Insurance is as follows:



APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: 1

VENDOR: Annie Castro INSURANCE

PROJECT: RFP No. 2017-I-17

PAGE: 19-27 PARAGRAPH: N/A

SUBJECT: current policy  
CENSUS  
EXHIBIT C

Request:

I am requesting CENSUS to be on Excel spreadsheet.

Annie  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved: ✓ Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response: Please see Attached Excel Spreadsheet

Angelina Britan  
Chief Executive Officer/Designee

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: 1

VENDOR: Annie Castro Ins.

PROJECT: RFP No. 2017-I-17

PAGE: N/A PARAGRAPH: N/A SUBJECT: Renewal Rates

Request: Please Provide Renewal Rates for Minnesota Life.

Annie  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved:  Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response: Please See Attached Renewal Rate Information

Angelina Stanton  
Chief Executive Officer/Designee

RATE CONFIRMATION

1. Policyholder: Corpus Christi Regional Transportation Authority
2. Policy Number(s): 33945-G and 33946-G
3. Insurance Product(s): Basic Term Life and AD&D, Supplemental Term Life, Dependent Term Life, and Voluntary AD&D
4. The insurance rates included in this rate confirmation are net of commissions.
5. Rate Coverage Period: February 1, 2016 – January 31, 2019

Premium Rates:

Basic Life: \$0.145 / \$1,000 / month

Basic AD&D: \$0.030 / \$1,000 / month

Supplemental Term Life and AD&D\*\*:

<u>Age</u>	<u>Rate / \$1,000 / Month</u>
Under 25	\$ 0.050
25-29	\$ 0.060
30-34	\$ 0.080
35-39	\$ 0.090
40-44	\$ 0.120
45-49	\$ 0.210
50-54	\$ 0.370
55-59	\$ 0.610
60-64	\$ 0.750
65-69	\$ 1.310
70-74	\$ 2.060
75 & Over	\$ 2.380

Dependent Life: \$2.00 / \$10,000 / month

Voluntary AD&D - Employee: \$0.050 / \$1,000 / month

Voluntary AD&D – Employee & Family: \$0.080 / \$1,000 / month

MINNESOTA LIFE INSURANCE COMPANY

By   
Brian Anderson

Date December 30, 2015

Title 2<sup>nd</sup> Vice President

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: 1

VENDOR: Annie Castro Insurance

PROJECT: RFP No. 2017-I-17

PAGE: 15

PARAGRAPH:     

SUBJECT: Voluntary Rates

Request:

I am requesting Voluntary Rates Grid for Employee, Spouse and Dependents.  
I am also requesting Renewal Rates.

Annie  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved:  Disapproved:  Clarification:

Response: Please See Attached Rate Information

Angelina Dautan  
Chief Executive Officer/Designee



Monthly cost per \$1,000  
Employee and Spouse Term Life

Age	Rate
<25	\$0.05
25-29	\$0.06
30-34	\$0.08
35-39	\$0.09
40-44	\$0.12
45-49	\$0.21
50-54	\$0.37
55-59	\$0.61
60-64	\$0.75
65-69	\$1.31
70-74	\$2.06
75+	\$2.38

Rates increase with age and are subject to change.

Child Term Life  
(one election covers all eligible children)

Coverage Option	Monthly Cost
\$10,000 per child	\$2.00

AD&D monthly cost per \$1,000

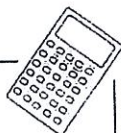
Employee Only	Family
\$0.05	\$0.08

How much life insurance do you need?

Visit [LifeBenefits.com/insuranceneeds](http://LifeBenefits.com/insuranceneeds) to use an interactive resource to help estimate the amount of insurance your family would need to meet financial obligations in the event of death.

Calculate your cost:  
(or see the attached rate chart)

Total coverage you need divided by 1,000	\$ _____
× your rate (from the table above)	\$ _____
= your monthly premium	\$ _____



Beneficiary Designations

Naming a beneficiary is an important right of life insurance ownership; this determines who receives the death benefit. It is recommended you review and update your elections periodically.

Your life insurance plan includes features and services at no additional cost, beyond the premiums you pay.

Plan Features

- **Waiver of Premium** - If you become totally and permanently disabled, life insurance premiums may be waived.
- **Accelerated Benefit** - If an insured person becomes terminally ill, he/she may be eligible to request early payment of up to 100% of the life insurance amount in force.
- **Accidental Death and Dismemberment (AD&D)** - Provides additional financial protection if death or dismemberment results from a covered accident, whether it occurs at work or elsewhere.
- **Portability** - If you are no longer eligible for group coverage, you have 31 days to port your group life insurance. Portable coverage ends at age 70. Premiums may be higher than those paid by active employees.
- **Conversion** - If you are no longer eligible for group coverage or your portability period is ending, you have 31 days to convert this coverage to an individual life insurance policy. Premiums may be higher than those paid by active employees.

LifeSuite Services

- **Travel Assistance** - Access to 24/7/365 emergency travel assistance services provided by RedpointWTP LLC. More information is available at [lifebenefits.com/travel](http://lifebenefits.com/travel), or by calling 1-855-516-5433.
- **Legal, Financial and Grief Counseling** - Services such as drafting legal documents and consultations are provided by Ceridian HCM, Inc. Additional information is available at [lifeworks.com](http://lifeworks.com); Username: lfg, Password: resources, or by calling 1-877-849-6034.
- **Legacy Planning** - Active and retired employees and their families can access resources to help work through end-of-life issues or plan a funeral. Visit: [LegacyPlanningResources.com](http://LegacyPlanningResources.com).
- **Beneficiary Financial Counseling** - Beneficiaries who receive at least \$25,000 in policy benefits may choose to use independent beneficiary counseling services from PricewaterhouseCoopers LLP.

For more information about LifeSuite Services visit:  
[brainshark.com/securian/LifeSuiteServices](http://brainshark.com/securian/LifeSuiteServices)

Convenient Payroll Deductions

- Premiums are automatically deducted from your paycheck.

Questions

Contact your benefits office or Ochs, Inc. M-F 8:00 a.m. to 4:30 p.m. CT (Phone: 1-800-392-7295 or Email: [ochs@ochsinc.com](mailto:ochs@ochsinc.com))  
A representative is available to help you.

Take Action - Enroll Now

Don't miss this enrollment opportunity!  
Turn forms in to your Benefits Office.

Ochs, Inc.  
A Securian Company

400 Robert Street North, Suite 1880 St. Paul, MN 55101  
[ochs@ochsinc.com](mailto:ochs@ochsinc.com) • 651-665-3789 • 1-800-392-7295  
[ochsinc.com](http://ochsinc.com)

Form N1000-01-01 AD&D  
Rev. 11-2016

LifeSuite Service providers are not affiliated with Minnesota Life or its group contractors and may be discontinued at any time. Certain terms, conditions and restrictions may apply when utilizing the services. To learn more visit the appropriate website.

This is a summary of plan provisions related to the insurance policy issued by Minnesota Life, an affiliate of the Securian Financial Group, Inc. In the event of a conflict between this summary and the policy and/or certificate, the policy and/or certificate shall dictate the insurance provisions, exclusions, all limitations and terms of coverage.



3. The CCRTA's response to RFIs submitted by United Healthcare Insurance Company is as follows:

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: \_\_\_\_\_

VENDOR: UnitedHealthcare Insurance Company

PROJECT: RFP No. 2017-I-17

PAGE: \_\_\_\_\_ PARAGRAPH: \_\_\_\_\_ SUBJECT: Additional Information

Request:

Are you able to provide certificates and summaries for the in-force Life products?

\_\_\_\_\_  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved: ✓ Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response: Please See All Attached Documents

Angelina Saitan  
Chief Executive Officer/Designee

# Group Term Life Certificate of Insurance

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

**MINNESOTA LIFE**

Effective January 1, 2017  
as revised on March 14, 2017

**POLICYHOLDER: Corpus Christi Regional Transportation Authority**

**POLICY NUMBER: 33945-G**

## Read Your Certificate Carefully

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

## Right to Cancel

It is important to us that you are satisfied with this certificate after it is issued. If you are not satisfied with

this certificate, you may cancel it by delivering or mailing a written notice or sending a telegram to Minnesota Life Insurance Company (Minnesota Life), 400 Robert Street North, St. Paul, Minnesota 55101-2098 and returning the certificate before midnight of the 30th day after you received this certificate.

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



Secretary



President

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## GROUP TERM LIFE CERTIFICATE OF INSURANCE

MHC-96-13181.42

Minnesota Life 1  
EdF74469 3-2011

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Minnesota Life's toll-free telephone number for information or to make a complaint at:

**1-855-651-3500**

You may also write to Minnesota Life at:

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

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Minnesota Life's para obtener información o para presentar una queja al:

**1-855-651-3500**

Usted también puede escribir a Minnesota Life:

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

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

### ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



**GENERAL INFORMATION**

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority    **POLICY NO.:** 33945-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011. This specifications page represents the plan in effect as of January 1, 2017 as revised on March 14, 2017.

**CERTIFICATE EFFECTIVE DATE:** The date that the certificate holder becomes insured under the group policy.

**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.

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 60 days of employment.

**MINIMUM HOURS PER WEEK REQUIRED:** 32 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

**EMPLOYEE TERM LIFE INSURANCE:**

**Basic Life Insurance**

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
All employees	\$100,000.

**Supplemental Life Insurance**

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
All employees	An amount elected by the employee in an increment of \$5,000, subject to a maximum of \$300,000.

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

**Basic Insurance**

<u>Eligible Class</u>	<u>Amount of Basic AD&amp;D Insurance</u>
All employees	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.



## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS: (Basic life only)

The amount of insurance on an employee age 65 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>
65	65%
70	50%

Age reductions will apply on the policy anniversary date next following an insured employee's 65<sup>th</sup> and 70<sup>th</sup> birthdays.

### RETIREMENT REDUCTIONS:

All insurance terminates at retirement.

### CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

### GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this certificate.

For employees who first become eligible after the effective date of this certificate:

\$100,000.

### EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the certificate and for an amount of insurance greater than the guaranteed issue amount.

### EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN EARNINGS:

The policy anniversary date next following a change in eligible earnings. All increases are subject to the actively at work requirement.

## DEPENDENTS BENEFIT SCHEDULE

### DEPENDENTS TERM LIFE INSURANCE:

The amount of insurance for an insured spouse or child shall not exceed the amount of insurance for which the employee is eligible.

#### Spouse Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Spouse Life Insurance

An amount chosen by the employee in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$150,000.

## Child Term Life Insurance

### Eligible Class

All Employees

### Amount of Child Term Life Insurance

An amount chosen by the employer in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$15,000\*.

\*The \$15,000 plan maximum may not exceed the combined total coverage under the Grandfathered Packaged Dependents Term Life Insurance (for children: \$5,000) and the current election.

## Grandfathered Packaged Dependents Term Life Insurance

### Eligible Class

Closed Grandfathered Group\*

### Amount of Grandfathered Packaged Term Life Insurance

For spouses: \$10,000

For children: \$5,000

\*Employees who elected packaged dependent life prior to March 1, 2011.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

### **CONTRIBUTORY/NONCONTRIBUTORY:**

Dependents insurance is contributory insurance.

### **GUARANTEED ISSUE AMOUNT:**

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of the group policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this certificate, the guaranteed issue amount is as follows:

For spouse insurance: \$25,000

All child insurance is guaranteed issue.

Evidence of insurability is not required for child applications made during a period of initial eligibility, annual enrollment, or within 31 days of a qualified status change. Any elections made outside of these designated time periods will require evidence of insurability.

### **EVIDENCE OF INSURABILITY:**

Evidence of insurability is required as stated in the certificate and for an amount of insurance greater than the guaranteed issue amount.

### **GRANDFATHERED DEPENDENTS:**

An employee who terminates grandfathered dependent life insurance cannot re-elect grandparent dependent life insurance at a later date. The combined child life and packaged life insurance is subject to a maximum of \$15,000 per child.

## **ADDITIONAL INFORMATION**

### **ANNUAL OPEN ENROLLMENTS:**

During the policyholder's annual open enrollments, the following election change can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount under this policy due to failure to provide satisfactory evidence of insurability:

- An employee may elect or increase child life insurance to the maximum benefit of \$15,000 (child life and grandfathered packaged dependents life insurance combined)

Coverage will be effective on the anniversary date following the annual enrollment, subject to the hospitalization/confinement clause for dependents.

### **SUICIDE EXCLUSION FOR LIFE INSURANCE:**

Applies only to employee supplemental life and spouse life insurance under this certificate. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable certificate supplement.

### **WAIVER OF PREMIUM APPLICATION:**

Applies to contributory and noncontributory employee insurance.

### **SUPPLEMENT(S) TO THE CERTIFICATE**

Accelerated Benefits  
Accidental Death and Dismemberment  
Dependents Term Life  
Portability Benefits  
Waiver of Premium



## Definitions

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### **age**

Attained age as of most recent birthday.

### **application**

Your application for insurance under the group policy and, if required, your evidence of insurability application.

### **associated company**

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

### **certificate effective date**

The date your coverage under this certificate becomes effective.

### **contributory insurance**

Insurance for which you are required to make premium contributions.

### **earnings**

Your 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 companies.

### **evidence of insurability**

Evidence satisfactory to us of the good health of the prospective insured and any other underwriting information we require.

### **insured**

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

### **non-work day**

A day on which you are 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 you are not required to make premium contributions.

### **policyholder**

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

### **specifications page**

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

### **waiting period**

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

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

Minnesota Life Insurance Company.

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

An insured employee.

## General Information

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

You are insured under the group policy shown on the specifications page attached to this certificate. Your application as defined under this certificate is attached and is a part of this certificate. This certificate summarizes the principal provisions of the group policy that affect your life insurance coverage. The provisions summarized in this certificate are subject in every respect to the group policy.

Any statements made in your application as defined in this certificate will be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless the statement is contained in the signed application attached to your certificate.

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

### **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.



## Who is eligible for insurance?

You are eligible if you:

- (1) are a member of the group and of an eligible class as defined in the group policy; and
- (2) work for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this certificate; and
- (3) have satisfied the waiting period as shown on the specifications page attached to this certificate; and
- (4) meet the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

## Are retired employees eligible for insurance?

If the policyholder's plan of insurance, as reflected in the specifications page attached to this certificate, does not specifically provide insurance for retired employees, a retired employee shall not be eligible to become insured, nor 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, you must be actively at work, fully performing your customary duties for your regularly scheduled number of hours at the employer's normal place of business, or at other places the employer's business requires you to travel.

If you are not actively at work on the date coverage would otherwise begin, or on the date an increase in your amount of insurance would otherwise be effective, you will not be eligible for the coverage or increase until you return to active work. However, if the absence is on a non-work day, coverage will not be delayed provided you were actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this certificate, you are eligible to continue to be insured only while you remain actively at work.

## When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to this certificate states that evidence of insurability is required; or
- (2) the insurance is contributory and you do not enroll within the enrollment period shown on the specifications page attached to this certificate; or
- (3) the insurance for which you previously enrolled did not go into effect or was terminated because you failed to make a required premium contribution; or

- (4) during a previous period of eligibility, you failed to submit required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) you are insured by an individual policy issued under the terms of the conversion right section.

## When does insurance become effective?

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

- (1) you meet all eligibility requirements; and
- (2) if required, you apply for the insurance on forms which are approved by us; and
- (3) we are satisfied with your evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

## Can your coverage be continued during sickness, injury, leave of absence or temporary layoff?

Yes. The employer may continue your noncontributory insurance or allow you to continue your contributory insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff.

Continuation of your insurance is subject to certain time limits and conditions as stated in the group policy. If you stop active work for any reason, you should discuss with the employer what arrangements may be made to continue your insurance.

## 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 monthly basis. We apply premiums consecutively to keep the insurance in force.

### How is the premium determined?

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

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee period; or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% or more.



## Death Benefit

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### What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this certificate. The amount of insurance of each insured dependent shall not exceed the amount of insurance for which you are eligible.

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

Yes. If the policyholder's plan of insurance, as reflected in the specifications page attached to the group policy, allows for a choice of amounts of insurance for your class, you can request an increase or a decrease in the amount of your contributory insurance within the limitations of the policyholder's plan of insurance, including any limitations on when and how often such requests may be made.

If you request an increase in the amount of your contributory insurance, we will require evidence of insurability unless otherwise noted on the specifications page.

### When will changes in your coverage amount be effective?

Requested increases in the amount of your contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of your contributory insurance are effective on the first day of the month following receipt of your request for a decrease or if different, according to the administrative practices of the employer.

Requests for a change made during a special enrollment period offered by the employer will not become effective prior to the general effective date of elections made during that enrollment.

Increases and decreases in insurance amounts which result from a change in your eligible class or earnings will be effective as shown on the specifications page attached to this certificate.

All increases in the amount of insurance are subject to the actively at work requirement.

### When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that you died while insured under this certificate. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of your death until the date of payment. Interest will be at an annual rate determined by us based on current short term market rates, but never less than 4% per year compounded annually, or the minimum required by state law, whichever is greater.

MHC-96-13181.42

Payment of the death benefit will extinguish our liability under the certificate for which the death benefit has been paid.

### To whom will we pay the death benefit?

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

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

If there is more than one beneficiary, each will receive an equal share, unless you have requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of your death. In the event a beneficiary is not living on the date 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) the personal representative of your estate.

### Can you add or change beneficiaries?

Yes. You can add or change beneficiaries if all of the following are true:

- (1) your coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) you have not assigned the ownership of your insurance.

A request to add or change a beneficiary must be made in writing. All requests are subject to our approval. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving your notice.

## Termination

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### When does your coverage terminate?

Your coverage ends on the earliest of the following:

- (1) the date the group policy ends; or
- (2) the date you no longer meet the eligibility requirements; or



- (3) the date the group policy is amended so you are no longer eligible; or
- (4) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (5) the last day for which premium contributions have been paid following your written request to cease participation under this certificate.

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

#### **Can your insurance be reinstated after termination?**

Yes. When your coverage terminates because you are no longer eligible, and you become eligible again within three months after the date your coverage under this certificate terminated, your coverage may be reinstated.

Provided you are not then covered by an individual policy issued under the terms of the conversion right section, your coverage under the group policy shall be reinstated automatically, without evidence of insurability or satisfaction of any waiting period. Your amount of insurance will be that which applies to the classification to which you then belong, on the date you again become eligible. If the policyholder's plan of insurance provides for contributory insurance under the group policy, your amount of contributory insurance will be limited to that for which you were insured immediately prior to the loss of coverage.

#### **When does the group policy terminate?**

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

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

## **Conversion Right**

### **What is the conversion right?**

You may convert this insurance to a new individual life insurance policy if all or part of your life insurance under the group policy terminates.

You may convert up to the full amount of terminated insurance if termination occurs because you move from one existing eligible class to another, or you are no longer in an eligible class.

### **What is the limited conversion right?**

Limited conversion is available if, after you have been insured for at least five years, insurance is terminated because:

- (1) the group policy is terminated; or
- (2) the group policy is changed to reduce or terminate your insurance.

You may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

- (a) \$10,000; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which you become eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date the insurance terminated under the group policy.

Neither the conversion right nor the limited conversion right is available if your coverage under the group policy terminates due to failure to make, when due, required premium contributions.

Under both the conversion right and the limited conversion right, you may convert your insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability benefits, accidental death and dismemberment benefits, or accelerated benefits.

### **How do you convert your insurance?**

You convert your insurance by applying for an individual policy and paying the first premium within 31 days after your group insurance terminates. No evidence of insurability will be required.

### **How is the premium for the individual policy determined?**

We base the premium for the individual policy on the plan of insurance, your age, and the class of risk to which you belong on the date of the conversion.

### **When is the individual policy effective?**

The individual policy takes effect 31 days after the group insurance provided under the group policy terminates.

### **What happens if you die during the 31-day period allowed for conversion?**

If you die during the 31-day period allowed for conversion, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance you would have been eligible to convert under the terms of the conversion right section.



We will return any premium you paid for an individual policy to your beneficiary named under the group policy. In no event will we be liable under both the group policy and the individual policy.

## **Additional Information**

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### **What if your age has been misstated?**

If your age has been misstated, the death benefit payable will be that amount to which you are entitled based on your correct age. A premium adjustment will be made so that the actual premium required at your correct age is paid.

### **Is there a suicide exclusion?**

The specifications page attached to this certificate indicates what insurance, if any, is subject to the suicide exclusion outlined below.

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid if you, whether sane or insane, die by suicide within two years of the effective date of your insurance.

If there has been an increase in your amount of insurance for which you were required to apply or for which we required evidence of insurability, and if you die by suicide within two years of the effective date of the increase, our liability with respect to that increase will be limited to the premiums paid and attributable to such increase.

### **When does your insurance become incontestable?**

Except for the non-payment of premiums, after your insurance has been in force during your lifetime for two years from the effective date of your coverage, we cannot contest your coverage. However, if there has been an increase in the amount of insurance for which you were required to apply or for which we required evidence of insurability, 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 you make in your application as defined under this certificate will be considered representations and not warranties. Also, any statement you make will not be used to void your insurance, nor defend against a claim, unless the statement is contained in the signed application attached to your certificate.

### **Can your insurance be assigned?**

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

### **Is the policyholder required to maintain records?**

Yes. The policyholder is required to maintain adequate records of any information necessary for us to administer this certificate. We own the records relating to the insurance provided by this certificate, and can obtain them from the policyholder at any reasonable time.

If a clerical error is made in keeping records on the insurance under the group policy, it will not affect otherwise valid insurance. A clerical error does not continue insurance which is otherwise stopped. If an error causes a change in premium payment, we will make a fair adjustment.

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

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



# Accelerated Benefits Certificate Supplement

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

MINNESOTA LIFE

The acceleration-of-life-insurance benefits offered under this certificate supplement are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life-insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to acceleration-of-life-insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life-insurance benefits excludable from income under federal law.

Receipt of acceleration-of-life-insurance benefits may affect your, your spouse or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect your, your spouse and your family's eligibility for public assistance.

## General Information

This certificate supplement is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein.

### What does this supplement provide?

This supplement provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under your certificate. If an insured has a terminal condition as defined in this supplement, you may request an accelerated payment of the applicable death benefit.

## Definitions

### accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this supplement.

### death benefit

The amount of the insured's life insurance as shown on the specifications page attached to your certificate.

### immediate family

Your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

### insured

For purposes of this supplement, an insured employee, an insured spouse, or an insured dependent child.

### physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include you or a member of your immediate family.

## Terminal Condition

### What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

### What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that the insured's life expectancy, because of sickness or accident, is twelve months or less. That evidence must include certification by a physician. We reserve the right to ask for independent medical verification of a terminal condition. In the case of a difference of opinion, the opinion of our physician will prevail.

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

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured's medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

## Payment of Accelerated Benefit

### How do we calculate the accelerated benefit?

We will multiply the death benefit by the accelerated benefit factor to determine the accelerated benefit available.

### How do we calculate the accelerated benefit factor?

The accelerated benefit factor will be stated as a percentage of the insured's death benefit. When we calculate this factor, we will consider the insured's age and gender.



We will also base our calculation on certain assumptions, which we may change from time to time, including but not limited to assumptions about:

- (1) expected future premiums; and
- (2) the insured's life expectancy.

### **What is the cost to you for this certificate supplement?**

You pay no additional premium for this benefit.

### **What are the conditions for the payment of an accelerated benefit?**

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

- (1) coverage must be in force and all premiums due must be fully paid; and
- (2) application must be made in writing and in a form which is satisfactory to us. We will tell you what form is required; and
- (3) you must be the sole owner of the certificate; and
- (4) the insured's insurance must not have an irrevocable beneficiary.

### **Who may request an accelerated payment of the death benefit?**

You may request an accelerated payment of the insurance on your life or on the life of a spouse or dependent child insured under your certificate.

### **Is the request for an accelerated benefit voluntary?**

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this supplement is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this supplement if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

### **Is there a minimum or maximum death benefit eligible for an accelerated benefit?**

Yes. The minimum death benefit to be eligible for an accelerated benefit under this supplement is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is \$1,000,000.

### **Do you have to take the entire accelerated benefit?**

No. You may choose to receive a partial accelerated benefit. If you do so, the insured's remaining coverage will stay in force.

If you elect to receive only a partial accelerated benefit amount available under this supplement, the insured's remaining death benefit under the certificate must be at least \$25,000.

You may reapply for the payment of the remaining amount of insurance at any time. However, we may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

### **What is the effect on the insured's coverage of the receipt of an accelerated benefit?**

If you elect to accelerate the full amount of an insured's death benefit, the insured's coverage and all other benefits under the certificate and any certificate supplements for that insured will end. If such termination causes a certificate holder's covered spouse or dependent children to lose coverage, each of them will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the certificate to which this supplement is attached.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under your certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

If you elect to receive accelerated benefits, we will send a statement which illustrates the effects of the accelerated benefit payment on your amount of insurance.

### **How will we pay the accelerated benefit?**

We will pay the accelerated benefit in one lump sum or in any other mutually agreeable manner.

### **To whom will we pay accelerated benefits?**

All accelerated benefits will be paid to you unless you validly assign them otherwise. If you die before all payments have been made, we will pay the remainder to the beneficiary named under this certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

## **Termination**

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### **When does an insured's coverage under this supplement terminate?**

An insured's coverage ends on the date the insured is no longer covered for life insurance under the group policy.



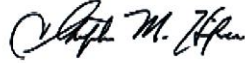
**When does this supplement terminate?**

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel the Accelerated Benefits Policy Rider; or
- (2) the date the group policy is terminated.



Secretary



President

# Accidental Death and Dismemberment Certificate Supplement

MINNESOTA LIFE

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

## General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. Coverage under this supplement will not be included in any insurance issued under the conversion right section of your certificate

### What does this supplement provide?

This supplement provides accidental death and dismemberment coverage subject to all terms, conditions, and exclusions herein.

### Who is eligible for insurance under this supplement?

An employee who is eligible under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this supplement.

### When does insurance under this supplement become effective?

Insurance becomes effective on the date that you become insured for life insurance under the certificate.

## Accidental Death and Dismemberment (AD&D) Benefit

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

Accidental death or dismemberment by accidental injury as used in this supplement means that your death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while your coverage under this supplement is in force. Your death or dismemberment must occur within 365 days after the date of the injury and while your coverage under this supplement is in force.

In no event will we pay the accidental death or dismemberment benefit where your death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

- (1) intentionally self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or

- (3) your participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (6) motor vehicle collision or accident where you are the operator of the motor vehicle and your blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft; or
- (10) war or any act of war, whether declared or undeclared; or
- (11) service in the military of any nation.

### 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 the group 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%
Sight of One Eye.....	50%
Speech or Hearing.....	50%
One Hand or One Foot.....	50%
Thumb and Index Finger of One Hand.....	25%

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech or hearing means the entire and irrecoverable loss of sight, speech or hearing which cannot be corrected by medical or



surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss of the same limb, eye, finger, 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 supplement for all your losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this supplement, will never exceed the full amount of AD&D insurance shown on the specifications page attached to the group policy.

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

We will pay the AD&D benefit within two months of receipt at our home office of written proof satisfactory to us that you 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 your 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 compounded annually or the minimum required by state law, whichever is greater.

### **To whom do we pay the benefit?**

In the case of your accidental death, we will pay the accidental death benefit to the person or persons entitled to receive your death benefit under the terms of the group policy. The benefit for other losses sustained by you will be paid to you, if living, otherwise to 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 supplement, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

### **Air Bag Benefit**

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

If you die as a result of a covered accident which occurs while you are driving or riding in a private passenger car,

we will pay an additional AD&D benefit equal to the lesser of \$5,000 or 5% of your amount of AD&D insurance.

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

- (1) the seat in which you were 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 you 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, 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.

### **Dependent Child Education Benefit**

#### **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 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) your amount of AD&D insurance; or
- (3) \$12,000.

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



paid or will pay the tuition bill for that school year. Proof of enrollment and tuition costs are required for each school year.

### Repatriation Benefit

#### What is the repatriation benefit?

If, as a result of a covered accident, you die at least 75 miles from your principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of us. This may or may not be the beneficiary for the rest of the accidental death proceeds. We may at our sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by us will be final and fully release and discharge us from any further liability under this repatriation benefit.

### Seatbelt Benefit

#### What is the seatbelt benefit?

If you die as a result of a covered accident which occurs while you are driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of \$25,000 or 100% of your 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 you at the time of the accident as certified in the official accident report or by the investigating officer; and
- (3) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

## Termination

### When does your coverage under this supplement terminate?

Your coverage ends on the earlier of:

- (1) the date you are no longer covered for life insurance under the group policy; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid.

You must notify us or the employer when you no longer have any dependents 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.

### When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this supplement; or
- (2) the date the group policy is terminated.

## Additional Information

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

Yes. We retain the right to have you medically examined at our expense when and so often as we may reasonably require whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in case of death.

### Can insurance under this supplement be converted to a policy of individual insurance upon termination?

No. Coverage under this supplement will not be included in any insurance issued under the conversion right section of the group policy.



Secretary



President



# Dependents Term Life Insurance Certificate Supplement

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

**MINNESOTA LIFE**

## General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a certificate supplement to your certificate will not apply to dependents coverage provided by this certificate supplement.

### What does this supplement provide?

This supplement provides insurance on the lives of your eligible dependents.

### What members of your family are eligible for insurance under this supplement?

The following members of your family are eligible for insurance under this supplement:

- (1) your lawful spouse who is not legally separated from you and who is not eligible for insurance as an employee under the group policy to which this supplement is attached; and
- (2) your children, stepchildren, and legally adopted children. Children are eligible from live birth (stillborn or unborn children are not eligible) to the attainment of age 26. 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.

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

Any child who, subsequent to the effective date of your child life insurance, meets the requirements of this provision will become insured on the date he or she so qualifies.

### When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to your certificate states that evidence of insurability is required; or
- (2) the insurance is contributory and you do not enroll for coverage under this supplement within the

enrollment period shown on the specifications page attached to your certificate; or

- (3) dependents insurance for which you previously enrolled did not go into effect or was terminated because you failed to make a required premium contribution; or
- (4) during a previous period of eligibility, you failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this supplement.

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

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

- (1) the dependent meets all eligibility requirements; and
- (2) if required, you apply for dependents coverage on forms which are approved by us; and
- (3) we are satisfied with the dependent's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

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.

## Death Benefit

### What is the amount of life insurance on each insured dependent?

The amount of life insurance on each insured dependent is shown on the specifications page attached to your certificate. In no event may the amount of insurance exceed the amount of insurance for which the employee is eligible.

### To whom will we pay the death benefit?

The death benefit payable under this supplement will be paid to you if living, otherwise to your estate.



## Termination

### When does an insured dependent's coverage under this supplement terminate?

An insured dependent's coverage ends 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 premium contribution which is not paid; or
- (3) the last day for which premium contributions have been made following your written request that insurance on your eligible dependents be terminated; or
- (4) the date you are no longer covered under the group policy.

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

### When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel the Dependents Term Life Insurance Policy Rider; or
- (2) the date the group policy is terminated.

## Additional Information

### What is the conversion right under this supplement?

If an insured dependent's coverage under this supplement terminates because he or she is no longer eligible, or because of your death, or because of termination or amendment of this supplement, the insurance may be converted to a policy of individual insurance with Minnesota Life.

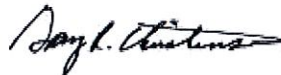
Conversion may be requested by you, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of your certificate to which this supplement is attached will apply.

### Does the Waiver of Premium supplement to your certificate apply to insured dependents?

The Waiver of Premium supplement to your certificate will not apply to disabilities for dependents covered under this supplement.

However, if, due to your disability, your insurance is continued in force without further payment of premiums due to the Waiver of Premium supplement to your certificate, any dependents insurance provided by this supplement shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until your insurance is no longer continued in force due to the Waiver of Premium supplement to your certificate.

This provision is not applicable if the dependent's insurance has been converted under the conversion right section of this supplement, unless the converted policy is surrendered without claim except for refund of premiums.



Secretary



President



# Term Life Insurance Portability Certificate Supplement

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

MINNESOTA LIFE

## General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation and provision of your certificate unless otherwise expressly provided for herein.

### What does this supplement provide?

This supplement provides for continuation of your group life insurance if you no longer meet the eligibility requirements of your certificate, except as provided for herein.

To continue coverage under the provisions of this supplement, 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. Evidence of insurability will not be required. Coverage provided by this supplement will then be deemed effective retroactive to the beginning of the 31-day period. This date is considered to be your portability date and you are then considered to have portability status.

### Who is eligible to continue insurance under this supplement?

You are eligible to continue your group life insurance under the terms of this supplement if you, except as provided by this supplement, no longer meet the eligibility requirements of your certificate due to any of the following:

- (1) you terminate employment, including retirement; or
- (2) you are no longer in a class eligible for insurance or you are 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.

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

- (1) have attained the age of 70; or
- (2) have converted your insurance to an individual life policy under the terms of your certificate's conversion right section; or
- (3) were not actively at work due to sickness or injury on the date immediately preceding your portability date; or
- (4) lose eligibility due to termination of the group policy.

### What insurance can be continued under this supplement?

Both contributory and noncontributory insurance may be continued under this supplement. If you elect to continue your own coverage according to the provisions of this supplement, you may also elect to continue contributory insurance for any other individual insured under your certificate. You may also continue coverage under all supplements to your certificate by which you were insured immediately preceding your portability date except the Term Life Waiver of Premium and Accidental Death and Dismemberment Certificate Supplements, which shall terminate upon porting.

The amount of insurance continued under this supplement for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

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

The minimum amount of insurance that can be continued on your life under this supplement is \$10,000. This minimum does not apply to any other insureds covered under this supplement.

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

The maximum amount of insurance that can be continued under this supplement is the amount of insurance that was in force on the insured's portability date, but not more than \$300,000 for you or \$150,000 for your spouse. However, if you are age 65 or older on your portability date, the amount will not be more than 65% of the amount in force on the insured's portability date to a maximum of \$195,000 for you and \$97,500 for your spouse.

### Will the amount of insurance continued under this supplement change?

Yes. When the insured attains age 65, the amount of insurance on his or her life continued under this supplement will reduce to 65% of the amount of insurance in force on the day prior to attainment of age 65. Your insurance terminates at age 70.

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

Yes. You may elect to reduce the amount of insurance on your life. Your remaining amount of insurance must be at least \$10,000.



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

**How will premium contributions be paid?**

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

**Can the premium rate change?**

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

**Can insurance continued under this supplement be converted to a policy of individual insurance?**

Yes. At any time after insurance has been continued under the provisions of this supplement, it may be converted to a policy of individual insurance with Minnesota Life. All other conditions and provisions of the conversion right section of your certificate to which this supplement is attached will apply.

**What happens if you again become eligible under your certificate?**

If you are continuing coverage under the terms of this supplement, and again meet the eligibility requirements of your certificate, not including the terms of this supplement, you shall no longer be considered to have portability status. Insurance may be continued only under the terms of your certificate, not including this supplement unless and until you no longer meet the eligibility requirements of your certificate and again return to portability status as provided for herein.

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

Anything in the group policy notwithstanding, termination of the group policy by the policyholder or us will not terminate life insurance then in force for any person under the terms of this supplement. 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 supplement will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this supplement terminate?".

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

**When will insurance continued under this supplement terminate?**

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

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



Secretary



President



# Term Life Waiver of Premium Policy Rider

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

MINNESOTA LIFE

## General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. The specifications page attached to your certificate indicates whether this supplement applies to contributory insurance or noncontributory insurance. Coverage under this supplement will not be included in any insurance issued under the conversion right section of your certificate.

### What does this supplement provide?

This rider provides for waiver of premium for certificate holders who become totally disabled, as defined herein, while under age 60. Upon approval of proof of such disability, a certificate holder's insurance, including all riders applicable to such certificate holder which were in force on the date of the onset of the certificate holder's disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total disability.

### What is total disability?

Total disability is a disability which occurs while your insurance is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably suited by education, training, or experience. You must be under the care of a licensed physician. The licensed physician cannot be you or a member of your immediate family. For purposes of this supplement, your immediate family consists of your spouse, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

### What is permanent disability?

Permanent disability is a total disability which has existed continuously for at least six months.

### Are there any limitations?

Yes. Insurance will not be continued if your disability results from intentionally self-inflicted injury, participation in or any attempt to commit a felony, or war or any act of war, whether declared or undeclared.

### Do premiums have to be paid after you become disabled?

Yes. Premiums have to be paid after you become disabled, but only until we approve your total and permanent disability claim. Continued payment prevents

the possible loss of your coverage and eligibility if your claim is not approved.

### What if you convert your group life insurance to a policy of individual insurance prior to the approval of your disability claim?

If your coverage has been converted in accordance with the conversion right section of your certificate, benefits under this supplement will apply only if the converted policy is surrendered without claim, except for refund of premiums.

### What will be considered due proof of total disability?

You must furnish evidence satisfactory to us that your disability:

- (1) commenced while your insurance under your certificate was in force; and
- (2) meets the definition of total disability; and
- (3) commenced before your 60th birthday; and
- (4) was continuous for six months or more.

We will, from time to time, also require additional proof satisfactory to us that you continue to be totally and permanently disabled. We may also require that you submit to one or more medical examinations at our expense, but not more often than once every three months.

If you die within one year of the date of onset of your disability, your beneficiary may claim benefits under this supplement even if your premium payments were discontinued and you had not submitted due proof satisfactory to us of your total disability or you were continuously disabled for less than six months. Your beneficiary must submit due proof satisfactory to us that your total disability, which began before premium payments on your behalf were discontinued and before your 60th birthday, continued without interruption until your death.

### When must we be notified of your disability or death?

We must receive written notice at our home office of your total disability within one year of the date of onset of such disability. However, failure to give notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

We must receive written notice at our home office within one year of death that you died during the period of continuance provided by this supplement. Proof must be furnished that you continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time frame,



there shall be no liability for any payment under this supplement.

**What is the amount of insurance to be continued without payment of premium under this supplement?**

The amount of insurance continued without payment of premium shall be the amount of insurance that was in force on the date of onset of total disability.

If your certificate provides for reductions in amounts of insurance based on age or retirement, such reductions shall apply to your insurance.

**How long will insurance be continued without payment of premium?**

If you become totally disabled, insurance will be continued, without payment of premium, until the earliest of:

- (1) your 65th birthday; or
- (2) the date you recover so that you are no longer totally disabled; or
- (3) the date you fail to furnish proof of continued disability when requested or you refuse to submit to a required medical examination.

However, if you are an employee and your certificate provides for termination of insurance at retirement, insurance provided under this supplement will terminate when you retire, including normal or early retirement. Your retirement date shall be the earlier of:

- (1) the date you actually retire; or
- (2) your presumed normal retirement date as established by the employer's applicable retirement plan. If no such date has been established, your presumed retirement date shall be age 65.

**What happens to your insurance when the waiver of premium benefit ends?**

When the benefits under this supplement end according to the provisions of the section entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If you are then eligible for coverage under your certificate, your insurance may be continued under your certificate provided that premiums are paid. The first such premium payment must be made within 31 days of the date the waiver of premium benefit ends.
- (2) If you are no longer eligible for coverage under your certificate, you may convert coverage to an individual policy, as provided for under the conversion right section of your certificate.

Your insurance will end unless, within 31 days of the date benefits under this supplement end, premium payments on your behalf are resumed or you apply to convert your coverage.

**When does this supplement terminate?**

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to terminate the Term Life Waiver of Premium Policy Rider; or
- (2) the date the group policy is terminated.

Insurance being continued without further payment of premiums in accordance with the provisions of this supplement will not end due solely to the termination of the Term Life Waiver of Premium Policy Rider or of the group policy.



Secretary



President



**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE  
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**  
(For insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not protect all or part of your policy because of statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at that time (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, ONLY if the following conditions are met:
  - 1) The policyholder has a policy with a company domiciled in Texas;
  - 2) The policyholder's state of residence has a similar guaranty association; and
  - 3) The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

**Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

**Insurance companies and agents are prohibited by law from using the existence of the association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.**

Texas Life and Health Insurance  
Guaranty Association  
515 Congress Avenue, Suite 1875  
Austin, Texas 78701  
800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)

**MINNESOTA LIFE**

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

**GROUP TERM LIFE CERTIFICATE OF INSURANCE**



## Group Term Life Policy Amendment #2

**MINNESOTA LIFE**

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

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To be attached to and made a part of Group Policy No. 33945-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The following changes are made to the policy:

1. The policy anniversary date is changed to January 1 beginning January 1, 2017.
2. The waiting period is changed to be the first day of the month following 60 days of employment.

As a result of these changes, the Group Policy Specifications Page effective February 1, 2012 is replaced with the attached Group Policy Specifications Page effective January 1, 2017.

Agreed to by Minnesota Life Insurance Company this 15th day of December, 2016.

By  \_\_\_\_\_ LL  
Vice President and Actuary

**GENERAL INFORMATION**

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority **POLICY NO.:** 33945-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011. This specifications page represents the plan in effect as of January 1, 2017.

**POLICY ANNIVERSARY DATE:** January 1 of each year beginning January 1, 2017.

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

**GROUP:** The group is composed of all active employees of the policyholder and its associated companies.

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 60 days of employment.

**MINIMUM HOURS PER WEEK REQUIRED:** 32 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

**EMPLOYEE TERM LIFE INSURANCE:**

**Basic Life Insurance**

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
All employees	\$100,000.

**Supplemental Life Insurance**

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
All employees	An amount elected by the employee in an increment of \$5,000, subject to a maximum of \$300,000.

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

**Basic Insurance**

<u>Eligible Class</u>	<u>Amount of Basic AD&amp;D Insurance</u>
All employees	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.



## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS: (Basic life only)

The amount of insurance on an employee age 65 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>
65	65%
70	50%

Age reductions will apply the policy anniversary date next following an insured employee's 65<sup>th</sup> and 70<sup>th</sup> birthdays.

### RETIREMENT REDUCTIONS:

All insurance terminates at retirement.

### CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

### GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$100,000.

### EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

### EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN EARNINGS:

The policy anniversary date next following a change in eligible earnings. All increases are subject to the actively at work requirement.

## DEPENDENTS BENEFIT SCHEDULE

### DEPENDENTS TERM LIFE INSURANCE:

The amount of insurance for an insured spouse or child shall not exceed the amount of insurance for which the employee is eligible.

#### Spouse Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Spouse Life Insurance

An amount chosen by the employee in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$150,000.

#### Child Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Child Term Life Insurance

For children 14 days to six months: \$1,000  
For children six months and older: \$10,000

## DEPENDENTS TERM LIFE INSURANCE CONTINUED

### Grandfathered Child Term Life Insurance

**Eligible Class**

**Amount of Grandfathered Child Term Life Insurance**

Closed Grandfathered Group\*

\$5,000 or \$10,000; as on file with the policyholder.

\*Employees with grandfathered child life insurance prior to the effective date of this policy.

### Grandfathered Packaged Dependents Term Life Insurance

**Eligible Class**

**Amount of Grandfathered Packaged Term Life Insurance**

Closed Grandfathered Group\*

For spouses: \$10,000

For children 14 days to six months: \$500

For children six months and older: \$5,000

\*Employees who elected packaged dependent life prior to March 1, 2011.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**CONTRIBUTORY/NONCONTRIBUTORY:**

Dependents insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$25,000

All child insurance is guaranteed issue.

**EVIDENCE OF INSURABILITY:**

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

**GRANDFATHERED DEPENDENTS:**

An employee who terminates grandfathered dependent life insurance cannot re-elect grandparent dependent life insurance at a later date. The combined child life and packaged life insurance is subject to a maximum of \$15,000 per child.

## ADDITIONAL INFORMATION

**ONE TIME OPEN ENROLLMENT:**

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- Employee supplemental life elections that do not exceed the guaranteed issue amount of \$100,000
- Spouse elections that do not exceed the guaranteed issue amount of \$25,000
- Dependent elections of \$10,000 for spouse and \$5,000 for child

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement.



**SUICIDE EXCLUSION FOR LIFE INSURANCE:**

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

**WAIVER OF PREMIUM APPLICATION:**

Applies to contributory and noncontributory employee insurance.

**RIDER(S) TO THE GROUP POLICY**

Accelerated Benefits  
Accidental Death and Dismemberment  
Dependents Term Life  
Portability Benefits  
Waiver of Premium

## Group Term Life Policy Amendment #1

MINNESOTA LIFE

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

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To be attached to and made a part of Group Policy No.33945-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of February 1, 2012. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The Basic Life Insurance amount has increased. As a result the Basic Life Insurance line under the Employee Term Life Insurance section on page A of the Group Policy Specifications Page has been amended to read as follows:

### Basic Life Insurance

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
All employees	\$100,000

Agreed to by Minnesota Life Insurance Company on January 24, 2012.

By Thomas J. Jofredo SEM  
Assistant Secretary



# Group Term Life Insurance Policy

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

MINNESOTA LIFE

## 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 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.

## Right to Cancel

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

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

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



Secretary



President

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## GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING

**GENERAL INFORMATION**

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority    **POLICY NO.:** 33945-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011

**POLICY ANNIVERSARY DATE:** February 1 of each year beginning February 1, 2012.

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

**GROUP:** The group is composed of all active employees of the policyholder and its associated companies.

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** None

**MINIMUM HOURS PER WEEK REQUIRED:** 32 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

**EMPLOYEE TERM LIFE INSURANCE:**

**Basic Life Insurance**

**Eligible Class**

All employees

**Amount of Basic Life Insurance**

Two times annual earnings multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof subject to a plan maximum of \$50,000.

**Supplemental Life Insurance**

**Eligible Class**

All employees

**Amount of Supplemental Life Insurance**

An amount elected by the employee in an increment of \$5,000, subject to a maximum of \$300,000.

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

**Basic Insurance**

**Eligible Class**

All employees

**Amount of Basic AD&D Insurance**

An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.



## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS: (Basic life only)

The amount of insurance on an employee age 65 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>
65	65%
70	50%

Age reductions will apply the policy anniversary date next following an insured employee's 65<sup>th</sup> and 70<sup>th</sup> birthdays.

### RETIREMENT REDUCTIONS:

All insurance terminates at retirement.

### CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

### GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$100,000.

### EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

### EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN EARNINGS:

The policy anniversary date next following a change in eligible earnings. All increases are subject to the actively at work requirement.

## DEPENDENTS BENEFIT SCHEDULE

### DEPENDENTS TERM LIFE INSURANCE:

The amount of insurance for an insured spouse or child shall not exceed the amount of insurance for which the employee is eligible.

#### Spouse Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Spouse Life Insurance

An amount chosen by the employee in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$150,000.

#### Child Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Child Term Life Insurance

For children 14 days to six months: \$1,000  
For children six months and older: \$10,000

## DEPENDENTS TERM LIFE INSURANCE CONTINUED

### Grandfathered Child Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Child Term Life Insurance**

\$5,000 or \$10,000; as on file with the policyholder.

\*Employees with grandfathered child life insurance prior to the effective date of this policy.

### Grandfathered Packaged Dependents Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Packaged Term Life Insurance**

For spouses: \$10,000

For children 14 days to six months: \$500

For children six months and older: \$5,000

\*Employees who elected packaged dependent life prior to March 1, 2011.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**CONTRIBUTORY/NONCONTRIBUTORY:**

Dependents insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$25,000

All child insurance is guaranteed issue.

**EVIDENCE OF INSURABILITY:**

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

**GRANDFATHERED DEPENDENTS:**

An employee who terminates grandfathered dependent life insurance cannot re-elect grandparent dependent life insurance at a later date. The combined child life and packaged life insurance is subject to a maximum of \$15,000 per child.

## ADDITIONAL INFORMATION

**ONE TIME OPEN ENROLLMENT:**

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- Employee supplemental life elections that do not exceed the guaranteed issue amount of \$100,000
- Spouse elections that do not exceed the guaranteed issue amount of \$25,000
- Dependent elections of \$10,000 for spouse and \$5,000 for child

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement.



**SUICIDE EXCLUSION FOR LIFE INSURANCE:**

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

**WAIVER OF PREMIUM APPLICATION:**

Applies to contributory and noncontributory employee insurance.

**RIDER(S) TO THE GROUP POLICY**

Accelerated Benefits  
Accidental Death and Dismemberment  
Dependents Term Life  
Portability Benefits  
Waiver of Premium

## 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 insured's coverage under this policy becomes effective.

### **certificate holder**

An employee who is eligible for and becomes insured according to the terms of this policy.

### **contributory insurance**

Insurance for which an 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 companies.

### **evidence of insurability**

Evidence satisfactory to us of the good health of the prospective insured and any other underwriting information we require.

### **insured**

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

### **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.

MHC-96-13180.42

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 an 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 the group 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 required 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

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

This policy and your application contain the entire contract between you and us. Any statements you make will 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 signed application.

No change or waiver of any provisions 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 provisions of this policy, or of any certificate issued under it.

### **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. 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.

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

Yes. The insured'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 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 as shown in the section entitled "What is the actively at work requirement?".

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

If the policyholder's plan of insurance, as reflected in 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 have his or her insurance continued. If the policyholder's plan of insurance specifically provides insurance for retired employees, the minimum hours per week and actively at work requirements will not apply to such persons.

### **What is the actively at work requirement?**

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

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

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

### **When will we require evidence of insurability?**

Evidence of insurability will be required if:

- (1) the specifications page attached to this policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll within the enrollment period shown on the specifications page attached to this policy; or
- (3) the insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) the employee is insured by an individual policy issued under the terms of the conversion right section.

### **When does insurance become effective?**

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

- (1) an employee meets all eligibility requirements; and
- (2) if required, the employee applies for the insurance on forms which are approved by us; and
- (3) we are satisfied with the employee's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

### **Can an insured employee's 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) for an employee on non-medical leave of absence or temporary layoff, insurance cannot be



continued beyond 12 months from the last day the insured employee was actively at work.

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

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

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

## Premiums

### When and how often are premiums due?

Unless 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. The premium contributions by insureds 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 period; or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% 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 paid on or before the date it is due, that premium may be paid during the 31-day 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.

## Death Benefit

### What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this group policy. The amount of insurance for each insured dependent shall not exceed the amount of insurance for which the employee is eligible.

### Can an insured request a change in the amount of his or her contributory insurance?

Yes. If the policyholder's plan of insurance, as reflected in the specifications page attached to this policy, allows for a choice of amounts of insurance for an insured's class, an insured can request an increase or a decrease in the amount of his or her contributory insurance within the limitations of the policyholder's plan of insurance, including any limitations on when and how often such requests may be made.

If an insured requests an increase in the amount of his or her contributory insurance, we will require evidence of insurability, unless otherwise noted on the specifications page.

### When will changes in an insured's coverage amount be effective?

Requested increases in the amount of an insured's contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of an insured's contributory insurance are effective on the first day of the month following receipt of the insured's request for a decrease or if different, according to the administrative practices of the employer.

Requests for a change made during a special enrollment period offered by the employer will not become effective prior to the general effective date of elections made during that enrollment.

Increases and decreases in insurance amounts which result from a change in the insured's eligible class or earnings 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.

### When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that an individual



died while insured under this policy. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of the insured's death until the date of payment. Interest will be at an annual rate determined by us based on current short term market rates, but never less than 4% per year compounded annually, or the minimum required by state law, whichever is greater.

Payment of the death benefit will extinguish our liability under the certificate for which the death benefit has been paid.

### **To whom will we pay the death benefit?**

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by an insured to receive the death benefit to be paid at the insured's death. The insured may name one or more beneficiaries. The insured cannot name you or an associated company as a beneficiary.

The insured may also choose to name a beneficiary that the insured 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 insured has requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of the insured's death. In the event a beneficiary is not living on the date of the insured's 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 the insured and a beneficiary, the death benefit will be paid as if the insured survived the beneficiary.

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

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

### **Can an insured add or change beneficiaries?**

Yes. An insured can add or change beneficiaries if all of the following are true:

- (1) the insured's coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) the insured 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 an insured's notice.

## **Termination**

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

The insured's coverage ends on the earliest of the following:

- (1) the date this policy ends; or
- (2) the date the employee no longer meets the eligibility requirements; or
- (3) the date the policy is amended so the employee is no longer eligible; or
- (4) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (5) the last day for which premium contributions have been paid following an employee's written request to cease participation under this policy.

If the insured's coverage 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 insured's lifetime.

### **Can insurance on the life of an insured be reinstated after termination?**

Yes. When an insured's coverage terminates because he or she is no longer eligible, and the insured becomes eligible again within three months after the date his or her coverage terminated, the insured's coverage under this policy may be reinstated.

Provided the insured is not then covered by an individual policy issued under the terms of the conversion right section, his or her coverage under this group policy shall be reinstated automatically, without evidence of insurability or 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, an insured'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 group policy terminate?**

You may terminate this group 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.

## Conversion Right

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### What is the conversion right?

An insured can convert this insurance to a new individual life insurance policy if all or part of the insured's life insurance under this policy terminates.

The insured may convert up to the full amount of terminated insurance if termination occurs because he or she moves from one existing eligible class to another, or he or she is no longer in an eligible class.

### What is the limited conversion right?

Limited conversion is available if, after the insured has been insured for at least five years, insurance is terminated because:

- (1) the policy is terminated; or
- (2) the policy is changed to reduce or terminate the insurance for that individual.

The insured may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

- (a) \$10,000; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which the insured becomes eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date the insurance terminated under this policy.

Neither the conversion right nor the limited conversion right is available if the insured's coverage under this policy terminates due to failure to make, when due, required premium contributions.

Under both the conversion right and the limited conversion right, the insured may convert his or her insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability benefits, accidental death and dismemberment benefits, or accelerated benefits.

### How does an insured convert his or her insurance?

An insured converts his or her insurance by applying for an individual policy and paying the first premium within 31 days after the group insurance terminates. No evidence of insurability will be required.

## How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, the insured's age, and the class of risk to which the insured belongs on the date of the conversion.

### When is the individual policy effective?

The individual policy takes effect 31 days after the group insurance provided under this policy terminates.

### What happens if the insured dies during the 31-day period allowed for conversion?

If the insured dies during the 31-day period allowed for conversion, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance the insured would have been eligible to convert under the terms of the conversion right section.

We will return any premium the insured paid for an individual policy to the insured's beneficiary named under this group policy. In no event will we be liable under both this group policy and the individual policy.

## Additional Information

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

If an insured's age has been misstated, the death 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.

### Is there a suicide exclusion?

The specifications page attached to this policy indicates what insurance, if any, is subject to the suicide exclusion outlined below.

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid for an insured, if that insured, whether sane or insane, dies by suicide within two years of the effective date of his or her insurance.

If there has been an increase in the insured's amount of insurance for which he or she was required to apply or for which we required evidence of insurability, and if the insured dies by suicide within two years of the effective date of the increase, our liability with respect to that increase will be limited to the premiums paid and attributable to such increase.



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

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

Any statements the insured makes in his or her application will be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, nor defend against a claim, unless the statement is contained in the signed application and any evidence of insurability application attached to the insured's certificate.

**Can an insured'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 insured files the original instrument or a certified copy with us at our home office, and we send the insured an acknowledged copy.

We are not responsible for the validity of any assignment. An insured 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 own the records relating to the insurance provided by this policy, and 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. 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.



## Accelerated Benefits Policy Rider

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

MINNESOTA LIFE

The acceleration-of-life insurance benefits offered under this rider are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from the insured's income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. The insured is advised to consult with a qualified tax advisor about circumstances under which the insured could receive acceleration-of-life insurance benefits excludable from income under federal law.

Receipt of acceleration-of-life insurance benefits may affect the insured's, the insured's spouse or his or her family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. The insured is advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect the insured's, the insured's spouse and his or her family's eligibility for public assistance.

### General Information

This rider amends the group policy to which it is attached and is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

#### What does this rider provide?

This rider provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under the group policy. If the insured has a terminal condition as defined in this rider, an accelerated payment of the death benefit may be requested.

### Definitions

#### accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this rider.

#### death benefit

The amount of the insured's life insurance as shown on the specifications page attached to the certificate holder's certificate.

#### immediate family

The certificate holder's spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

#### insured

For purposes of this rider, an insured employee, an insured spouse, or an insured dependent child.

#### physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include the certificate holder, or a member of the certificate holder's immediate family.

### Terminal Condition

#### What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

#### What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that the insured's life expectancy, because of sickness or accident, is twelve months or less. That evidence must include certification by a physician. We reserve the right to ask for independent medical verification of a terminal condition. In the case of a difference of opinion, the opinion of our physician will prevail.

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

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured's medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

### Payment of Accelerated Benefit

#### How do we calculate the accelerated benefit?

We will multiply the death benefit by the accelerated benefit factor to determine the accelerated benefit available.



### **How do we calculate the accelerated benefit factor?**

The accelerated benefit factor will be stated as a percentage of the insured's death benefit. When we calculate this factor, we will consider the insured's age and gender.

We will also base our calculation on certain assumptions, which we may change from time to time, including but not limited to assumptions about:

- (1) expected future premiums; and
- (2) the insured's life expectancy.

### **What is the cost to the insured for this rider?**

The insured pays no additional premium for this benefit.

### **What are the conditions for the payment of an accelerated benefit?**

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

- (1) coverage must be in force and all premiums due must be fully paid; and
- (2) application must be made in writing and in a form which is satisfactory to us. We will tell a certificate holder what form is required; and
- (3) the certificate holder must be the sole owner of the certificate; and
- (4) the insured's insurance must not have an irrevocable beneficiary.

### **Who may request an accelerated payment of the death benefit?**

A certificate holder may request an accelerated payment of the insurance on his or her life or on the life of a spouse or dependent child insured under his or her certificate.

### **Is the request for an accelerated benefit voluntary?**

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this rider is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this rider if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

### **Is there a minimum or maximum death benefit eligible for an accelerated benefit?**

Yes. The minimum death benefit to be eligible for an accelerated benefit under this rider is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is \$1,000,000.

### **Does a certificate holder have to take the entire accelerated benefit?**

No. The certificate holder may choose to receive a partial accelerated benefit. If he or she does so, the insured's remaining coverage will stay in force.

If a certificate holder elects to receive only a partial accelerated benefit amount available under this rider, the remaining death benefit under the certificate must be at least \$25,000.

The certificate holder may reapply for the payment of the remaining amount of insurance at any time. However, we may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

### **What is the effect on an insured's coverage of the receipt of an accelerated benefit?**

If a certificate holder elects to accelerate the full amount of an insured's death benefit, the insured's coverage and all other benefits under the certificate and any certificate supplements which apply to that insured will end. If the insured is a certificate holder, any other individual insured under his or her certificate will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the group policy to which this rider is attached.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under the certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

If an insured elects to receive accelerated benefits, we will send the insured a statement which illustrates the effects of the accelerated benefit payment on his or her amount of insurance.

### **How will we pay the accelerated benefit?**

We will pay the accelerated benefit in one lump sum or in any other mutually agreeable manner.

### **To whom will we pay accelerated benefits?**

All accelerated benefits will be paid to the certificate holder who requested the accelerated payment unless the certificate holder validly assigns them otherwise. If such certificate holder dies before all payments have been made, we will pay the remainder to the insured's beneficiary named under the certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

## **Termination**

### **When does an insured's coverage under this rider terminate?**

An insured's coverage ends on the date the insured is no longer covered for life insurance under the group policy.

**When does this rider terminate?**

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

*Dennis E. Pashley*  
Secretary

*Robert L. Ludden*  
President



# Accidental Death and Dismemberment Policy Rider

**MINNESOTA LIFE**

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

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

### What does this rider provide?

This rider provides accidental death and dismemberment coverage subject to all terms, conditions, and exclusions herein.

### Who is eligible for insurance under this rider?

An employee who is eligible under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this rider.

### When does insurance under this rider become effective?

Insurance becomes effective on the date that the employee becomes insured for life insurance under the group policy.

## Accidental Death and Dismemberment (AD&D) Benefit

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

Accidental death or dismemberment by accidental injury as used in this rider means that the insured's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while the insured's coverage under this rider 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 under this rider is in force.

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

- (1) intentionally self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or

- (3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft; or
- (10) war or any act of war, whether declared or undeclared; or
- (11) service in the military of any nation.

### 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 the group 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%
Sight of One Eye.....	50%
Speech or Hearing.....	50%
One Hand or One Foot.....	50%
Thumb and Index Finger of One Hand.....	25%

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech or hearing means the entire and irrecoverable loss of sight, speech or hearing which cannot be corrected by medical or



surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss of the same limb, eye, finger, 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 rider for all an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of AD&D insurance shown on the specifications page attached to the group policy.

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

We will pay the AD&D benefit within two months of receipt at our home office of written proof satisfactory to us that the insured 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'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 compounded annually or the minimum required by state law, whichever is greater.

### **To whom do we pay the benefit?**

A certificate holder's accidental death benefit will be paid to the person or persons entitled to receive a death benefit under the terms of the group policy. The benefit for other losses sustained by a certificate holder will be paid to the certificate holder, if living, otherwise to his or her 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 rider, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

### **Air Bag Benefit**

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

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit

equal to the lesser of \$5,000 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.

### **Dependent Child Education Benefit**

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

We will pay an education benefit on behalf of the insured's dependent children if an insured employee dies as a result of a covered accident and is survived by one or more insured dependent children, provided that:

- (1) at the time of the insured employee's 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 the employee's death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) the insured employee's amount of insurance; or
- (3) \$12,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 25. The benefit will be paid to the 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.

### Repatriation Benefit

#### What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of us. This may or may not be the beneficiary for the rest of the accidental death proceeds. We may at our sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by us will be final and fully release and discharge us from any further liability under this repatriation benefit.

### Seatbelt Benefit

#### What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of \$25,000 or 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.

## Termination

### When does an insured's coverage under this rider terminate?

An insured's coverage ends on the earlier of:

- (1) the date the certificate holder is no longer covered for life insurance under the group policy; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid.

### When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this rider; or
- (2) the date the group policy is terminated.

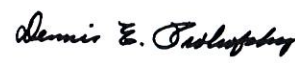
## Additional Information

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

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

### Can insurance under this rider be converted to a policy of individual insurance upon termination?

No. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.

  
Secretary

  
President



# Dependents Term Life Insurance Policy Rider

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

MINNESOTA LIFE

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a rider to the group policy will not apply to dependents coverage provided by this rider.

### What does this rider provide?

This rider provides insurance on the lives of the insured employee's eligible dependents.

### What members of the insured employee's family are eligible for insurance under this rider?

The following members of the insured employee's family are eligible for insurance under this rider:

- (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 the policy to which this rider is attached; and
- (2) the insured employee's children, stepchildren, and legally adopted children, who are unmarried and dependent on the insured for financial support. Children are eligible from 14 days old to the attainment of age 19, or to the attainment of age 25 if a full-time student in an accredited educational institution. Children age 19 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 19 (25 if a full-time student) and are financially dependent on the employee for more than one-half of their support and maintenance.

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

Any dependent child who, subsequent to the effective date of the insured employee's child life insurance, meets the requirements of this provision will become insured on the date he or she so qualifies.

### When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to the group policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll for coverage under this rider within the enrollment period shown on the specifications page attached to the group policy; or
- (3) dependents insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this rider.

### 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 are satisfied with the dependent's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

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. However, in no event will insurance on a dependent be effective before the insured employee's insurance under the group policy is effective.

## Death Benefit

### What is the amount of life insurance on each insured dependent?

The amount of life insurance on each insured dependent is shown on the specifications page attached to the group policy. In no event may the amount of insurance exceed the amount of insurance for which the employee is eligible.



## To whom will we pay the death benefit?

The death benefit payable under this rider will be paid to the insured employee if living, otherwise to his or her estate.

## Termination

### When does an insured dependent's coverage under this rider terminate?

An insured dependent's coverage ends 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 premium contribution which is not paid; or
- (3) the last day for which premium contributions have been made following an employee's written request that insurance on his or her eligible dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy.

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

### When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

## Additional Information

### What is the conversion right under this rider?

If an insured dependent's coverage under this rider terminates because he or she is no longer eligible, or because of the death of the insured employee, or because of termination or amendment of this rider, the insurance may be converted to a policy of individual insurance with Minnesota Life.

Conversion may be requested by the insured employee, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

### Does the Waiver of Premium rider to the group policy apply to insured dependents?

The Waiver of Premium rider to the group policy will not apply to disabilities for dependents covered under this rider.

However, if, due to the insured employee's disability, his or her insurance is continued in force without further payment of premiums due to the Waiver of Premium rider to the group policy, any dependents insurance provided by this rider shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until the insured employee's insurance is no longer continued in force due to the Waiver of Premium rider to the group policy.

This provision is not applicable if the dependent's insurance has been converted under the conversion right section of this rider, unless the converted policy is surrendered without claim except for refund of premiums.



Secretary



President



# Term Life Insurance Portability Policy Rider

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

MINNESOTA LIFE

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation and provision of the group policy unless otherwise expressly provided for herein.

### What does this rider provide?

This rider provides for continuation of group life insurance for insureds who no longer meet the eligibility requirements of the group policy except as provided for herein.

To continue coverage under the provisions of this rider, an eligible insured must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Evidence of insurability will not be required. Coverage provided by this rider will then be deemed effective retroactive to the beginning of the 31-day period. 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 rider?

A certificate holder is eligible to continue insurance under this rider if he or she, except as provided by this rider, no longer meets the eligibility requirements of the group policy 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.

The certificate holder will not be eligible to request coverage under this rider if he or she:

- (1) has attained the age of 70; or
- (2) has converted his or her insurance to an individual life policy under the terms of the group policy's conversion right section; or
- (3) was not actively at work due to sickness or injury on the day immediately preceding his or her portability date; or
- (4) loses eligibility due to termination of the group policy.

### What insurance can be continued under this rider?

Both contributory and noncontributory insurance may be continued under this rider. If the certificate holder elects to continue his or her own coverage according to the provisions of this rider, he or she may also elect to continue contributory insurance for any other individual insured under his or her certificate. The certificate holder may also continue coverage under all supplements to such certificate by which he or she was insured immediately preceding his or her portability date except the Term Life Waiver of Premium and Accidental Death and Dismemberment Certificate Supplements, which shall terminate upon porting.

The amount of insurance continued under this rider for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

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

The minimum amount of insurance that can be continued on the life of a certificate holder under this rider is \$10,000. The minimum does not apply to any other insureds covered under this rider.

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

The maximum amount of insurance that can be continued under this rider is the amount of insurance that was in force on the insured's portability date, but not more than \$300,000 for an employee or \$150,000 for a spouse. However, for a certificate holder who is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$195,000 for an employee or \$97,500 for a spouse.

### Will the amount of insurance continued under this rider change?

Yes. When an insured attains age 65, the amount of insurance on his or her life continued under this rider will reduce to 65% of the amount of insurance in force on the day prior to his or her attainment of age 65. Insurance terminates at age 70.

### Can a certificate holder request a change in his or her amount of insurance continued under this rider?

Yes. The certificate holder may elect to reduce the amount of insurance provided under his or her certificate. The remaining amount of insurance on the life of a certificate holder must be at least \$10,000.



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

**How will premium contributions be paid?**

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

**Can the premium rate change?**

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

**Can insurance continued under this rider be converted to a policy of individual insurance?**

Yes. At any time after insurance has been continued under the provisions of this rider, it may be converted to a policy of individual insurance with Minnesota Life. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

**What happens if a certificate holder again becomes eligible under the group policy?**

If a certificate holder who is continuing coverage under the provisions of this rider again meets the eligibility requirements of the group policy, not including the terms of this rider, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of the group policy, not including this rider, unless and until he or she no longer meets the eligibility requirements of the group policy and again returns to portability status as provided for herein.

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

Anything in the group policy notwithstanding, termination of the group policy by the policyholder or us will not terminate life insurance then in force for any person under the terms of this rider. 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 rider will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this rider terminate?".

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

**When will insurance continued under this rider terminate?**

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

- (1) the insured's 70th birthday; or
- (2) the date the certificate holder again meets the eligibility requirements of the group policy, not including the terms of this rider; or
- (3) in the case of a dependent child or a spouse who is insured by a rider to the certificate holder's coverage, the date the certificate holder's coverage is no longer being continued under this rider, or the date the certificate holder's spouse or child ceases to be eligible as defined under the terms of the group policy; or
- (4) 31 days after the due date of any premium contribution which is not made.

*Dennis E. Paskopf*  
Secretary

*Robert L. Laska*  
President



# Term Life Waiver of Premium Policy Rider

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

MINNESOTA LIFE

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The specifications page attached to the group policy indicates whether this rider applies to contributory insurance or noncontributory insurance. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.

### What does this rider provide?

This rider provides for waiver of premium for certificate holders who become totally disabled, as defined herein, while under age 60. Upon approval of proof of such disability, a certificate holder's insurance, including all riders applicable to such certificate holder which were in force on the date of the onset of the certificate holder's disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total disability.

### What is total disability?

Total disability is a disability which occurs while a certificate holder's insurance is in force and which results from an accidental injury or an illness that continuously prevents the certificate holder from engaging in any occupation for which he or she is reasonably suited by education, training, or experience. The certificate holder must be under the care of a licensed physician. The licensed physician cannot be the certificate holder or a member of the certificate holder's immediate family. For purposes of this rider, the certificate holder's immediate family consists of his or her spouse, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

### What is permanent disability?

Permanent disability is a total disability which has existed continuously for at least six months.

### Are there any limitations?

Yes. Insurance will not be continued if a certificate holder's disability results from intentionally self-inflicted injury, participation in or any attempt to commit a felony, or war or any act of war, whether declared or undeclared.

### Do premiums have to be paid for a certificate holder after he or she becomes disabled?

Yes. Premiums have to be paid after a certificate holder becomes disabled, but only until we approve his or her total disability claim. Continued payment prevents the possible loss of the certificate holder's coverage and eligibility if the claim is not approved.

### What if a certificate holder converts his or her group life insurance to a policy of individual insurance prior to the approval of his or her disability claim?

If a certificate holder's coverage has been converted in accordance with the conversion right section of the group policy, benefits under this rider will apply only if the converted policy is surrendered without claim, except for refund of premiums.

### What will be considered due proof of total disability?

A certificate holder must furnish evidence satisfactory to us that his or her disability:

- (1) commenced while his or her insurance under the group policy was in force; and
- (2) meets the definition of total disability; and
- (3) commenced before his or her 60th birthday; and
- (4) was continuous for six months or more.

We will, from time to time, also require additional proof satisfactory to us that the certificate holder continues to be totally disabled. We may also require that the certificate holder submit to one or more medical examinations at our expense, but not more often than once every three months.

If a certificate holder dies within one year of the date of onset of his or her disability, the certificate holder's beneficiary may claim benefits under this rider even if the certificate holder's premium payments were discontinued and he or she had not submitted due proof satisfactory to us of his or her total disability or was continuously disabled for less than six months. The certificate holder's beneficiary must submit due proof satisfactory to us that the certificate holder's total disability, which began before the certificate holder's premium payments were discontinued and before his or her 60th birthday, continued without interruption until his or her death.

### When must we be notified of a certificate holder's disability or death?

We must receive written notice at our home office of a certificate holder's total disability within one year of the date of onset of such disability. However, failure to give notice within the time provided will not invalidate the claim



if it is shown that notice was given as soon as reasonably possible.

We must receive written notice at our home office within one year of death that a certificate holder died during a period of continuance provided by this rider. Proof must be furnished that he or she continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time frame, there shall be no liability for any payment under this rider.

**What is the amount of insurance to be continued without payment of premium under this rider?**

The amount of insurance continued without payment of premium shall be the amount of insurance that was in force on the date of onset of total disability.

If the group policy provides for reductions in amounts of insurance based on age or retirement, such reductions shall apply to the insurance of the disabled certificate holder.

**How long will insurance be continued without payment of premium?**

If a certificate holder becomes totally disabled, insurance will be continued, without payment of premium, until the earliest of:

- (1) the certificate holder's 65th birthday; or
- (2) the date the certificate holder recovers so that he or she is no longer totally disabled; or
- (3) the date the certificate holder fails to furnish proof of continued disability when requested or refuses to submit to a required medical examination.

However, if the group policy provides for termination of insurance at retirement, insurance provided under this rider will terminate when the insured employee retires, including normal or early retirement. The retirement date for an employee whose insurance is being continued by the terms of this rider 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 insured employee's presumed retirement date shall be age 65.

**What happens to a certificate holder's insurance when the waiver of premium benefit ends?**

When the benefits under this rider end according to the provisions of the section entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If the certificate holder is then eligible for coverage under the group policy, his or her insurance may be continued under the group policy provided that premiums are paid. The first such premium payment must be made within 31 days of the date the waiver of premium benefit ends.
- (2) If the certificate holder is no longer eligible for coverage under the group policy, he or she may convert coverage to an individual policy, as provided for under the conversion right section of the group policy.

Insurance will end for a certificate holder unless, within 31 days of the date benefits under this rider end, premium payment is resumed or the insured applies to convert his or her coverage.

**When does this rider terminate?**

This rider will terminate on the earlier of:

- (1) the date we receive a written request to terminate this rider; or
- (2) the date the group policy is terminated.

Insurance being continued without further payment of premiums in accordance with the provisions of this rider will not end due solely to the termination of this rider or of the group policy.

*Dennis E. Fiedler*  
Secretary

*Robert L. Lankford*  
President

**MINNESOTA LIFE**

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

**GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING**



## Group Term Life Policy Amendment #3

**MINNESOTA LIFE**

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

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To be attached to and made a part of Group Policy No. 33945-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The following changes are made to the policy:

1. The child eligibility definition is redefined. Children are eligible from live birth to age 26.
2. The reduced amount of insurance for children 14 days to 6 months is removed. All eligible children will receive the full amount of child life insurance.
3. An employee may elect child life insurance at annual enrollment. As a result, the section titled "Annual Open Enrollments" is added under the Additional Information heading.

As a result of these changes, the Group Policy Specifications Page effective January 1, 2017 is replaced with the attached Group Policy Specifications Page effective January 1, 2017 as revised on January 18, 2017 and the Dependents Term Life Insurance Policy Rider is replaced with the attached Dependents Term Life Insurance Rider effective January 1, 2017.

Agreed to by Minnesota Life Insurance Company this 18th day of January, 2017.

By  \_\_\_\_\_ LL  
Vice President and Actuary

**GENERAL INFORMATION**

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority    **POLICY NO.:** 33945-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011. This specifications page represents the plan in effect as of January 1, 2017 as revised on January 18, 2017.

**POLICY ANNIVERSARY DATE:** January 1 of each year beginning January 1, 2017.

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

**GROUP:** The group is composed of all active employees of the policyholder and its associated companies.

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 60 days of employment.

**MINIMUM HOURS PER WEEK REQUIRED:** 32 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

**EMPLOYEE TERM LIFE INSURANCE:**

**Basic Life Insurance**

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
All employees	\$100,000.

**Supplemental Life Insurance**

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
All employees	An amount elected by the employee in an increment of \$5,000, subject to a maximum of \$300,000.

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

**Basic Insurance**

<u>Eligible Class</u>	<u>Amount of Basic AD&amp;D Insurance</u>
All employees	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.



## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS: (Basic life only)

The amount of insurance on an employee age 65 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>
65	65%
70	50%

Age reductions will apply the policy anniversary date next following an insured employee's 65<sup>th</sup> and 70<sup>th</sup> birthdays.

### RETIREMENT REDUCTIONS:

All insurance terminates at retirement.

### CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

### GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$100,000.

### EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

### EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN EARNINGS:

The policy anniversary date next following a change in eligible earnings. All increases are subject to the actively at work requirement.

## DEPENDENTS BENEFIT SCHEDULE

### DEPENDENTS TERM LIFE INSURANCE:

The amount of insurance for an insured spouse or child shall not exceed the amount of insurance for which the employee is eligible.

#### Spouse Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Spouse Life Insurance

An amount chosen by the employee in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$150,000.

#### Child Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Child Term Life Insurance

\$10,000

## DEPENDENTS TERM LIFE INSURANCE CONTINUED

### Grandfathered Child Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Child Term Life Insurance**

\$5,000 or \$10,000; as on file with the policyholder.

\*Employees with grandfathered child life insurance prior to the effective date of this policy.

### Grandfathered Packaged Dependents Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Packaged Term Life Insurance**

For spouses: \$10,000

For children: \$5,000

\*Employees who elected packaged dependent life prior to March 1, 2011.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**CONTRIBUTORY/NONCONTRIBUTORY:**

Dependents insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$25,000

All child insurance is guaranteed issue.

Evidence of insurability is not required for child applications made during a period of initial eligibility, annual enrollment, or within 31 days of a qualified status change. Any elections made outside of these designated time periods will require evidence of insurability.

**EVIDENCE OF INSURABILITY:**

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

**GRANDFATHERED DEPENDENTS:**

An employee who terminates grandfathered dependent life insurance cannot re-elect grandparent dependent life insurance at a later date. The combined child life and packaged life insurance is subject to a maximum of \$15,000 per child.



## **ADDITIONAL INFORMATION**

### **ONE TIME OPEN ENROLLMENT:**

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- Employee supplemental life elections that do not exceed the guaranteed issue amount of \$100,000
- Spouse elections that do not exceed the guaranteed issue amount of \$25,000
- Dependent elections of \$10,000 for spouse and \$5,000 for child

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement.

### **ANNUAL OPEN ENROLLMENTS:**

During the policyholder's annual open enrollments, the following election change can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount under this policy due to failure to provide satisfactory evidence of insurability:

- An employee may elect child life insurance

Coverage will be effective on the policy anniversary date following the annual enrollment, subject to the hospitalization/confinement clause for dependents.

### **SUICIDE EXCLUSION FOR LIFE INSURANCE:**

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

### **WAIVER OF PREMIUM APPLICATION:**

Applies to contributory and noncontributory employee insurance.

### **RIDER(S) TO THE GROUP POLICY**

Accelerated Benefits  
Accidental Death and Dismemberment  
Dependents Term Life  
Portability Benefits  
Waiver of Premium

# Dependents Term Life Insurance Policy Rider

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

MINNESOTA LIFE

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a rider to the group policy will not apply to dependents coverage provided by this rider.

### What does this rider provide?

This rider provides insurance on the lives of the insured employee's eligible dependents.

### What members of the insured employee's family are eligible for insurance under this rider?

The following members of the insured employee's family are eligible for insurance under this rider:

- (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 the policy to which this rider is attached; and
- (2) the insured employee's children, stepchildren, and legally adopted children. Children are eligible from live birth (stillborn or unborn children are not eligible) to the attainment of age 26. 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 the employee for more than one-half of their support and maintenance.

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

Any dependent child who, subsequent to the effective date of the insured employee's child life insurance, meets the requirements of this provision will become insured on the date he or she so qualifies.

### When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to the group policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll for coverage under this rider within

- the enrollment period shown on the specifications page attached to the group policy; or
- (3) dependents insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
  - (4) during a previous period of eligibility, the employee failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
  - (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this rider.

### 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 are satisfied with the dependent's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

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 the insured employee's insurance under the group policy is effective.

## Death Benefit

### What is the amount of life insurance on each insured dependent?

The amount of life insurance on each insured dependent is shown on the specifications page attached to the group policy. In no event may the amount of insurance exceed the amount of insurance for which the employee is eligible.

### To whom will we pay the death benefit?

The death benefit payable under this rider will be paid to the insured employee if living, otherwise to his or her estate.



## Termination

### When does an insured dependent's coverage under this rider terminate?

An insured dependent's coverage ends 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 premium contribution which is not paid; or
- (3) the last day for which premium contributions have been made following an employee's written request that insurance on his or her eligible dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy.

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

### When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

## Additional Information

### What is the conversion right under this rider?

If an insured dependent's coverage under this rider terminates because he or she is no longer eligible, or because of the death of the insured employee, or because of termination or amendment of this rider, the insurance may be converted to a policy of individual insurance with Minnesota Life.

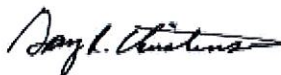
Conversion may be requested by the insured employee, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

### Does the Waiver of Premium rider to the group policy apply to insured dependents?

The Waiver of Premium rider to the group policy will not apply to disabilities for dependents covered under this rider.

However, if, due to the insured employee's disability, his or her insurance is continued in force without further payment of premiums due to the Waiver of Premium rider to the group policy, any dependents insurance provided by this rider shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until the insured employee's insurance is no longer continued in force due to the Waiver of Premium rider to the group policy.

This provision is not applicable if the dependent's insurance has been converted under the conversion right section of this rider, unless the converted policy is surrendered without claim except for refund of premiums.



Secretary



President

## Group Term Life Policy Amendment #2

**MINNESOTA LIFE**

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

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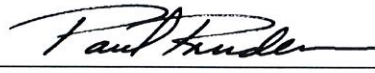
To be attached to and made a part of Group Policy No. 33945-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The following changes are made to the policy:

1. The policy anniversary date is changed to January 1 beginning January 1, 2017.
2. The waiting period is changed to be the first day of the month following 60 days of employment.

As a result of these changes, the Group Policy Specifications Page effective February 1, 2012 is replaced with the attached Group Policy Specifications Page effective January 1, 2017.

Agreed to by Minnesota Life Insurance Company this 15th day of December, 2016.

By  \_\_\_\_\_ LL  
Vice President and Actuary



**GENERAL INFORMATION**

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority    **POLICY NO.:** 33945-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011. This specifications page represents the plan in effect as of January 1, 2017.

**POLICY ANNIVERSARY DATE:** January 1 of each year beginning January 1, 2017.

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

**GROUP:** The group is composed of all active employees of the policyholder and its associated companies.

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 60 days of employment.

**MINIMUM HOURS PER WEEK REQUIRED:** 32 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

**EMPLOYEE TERM LIFE INSURANCE:**

**Basic Life Insurance**

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
All employees	\$100,000.

**Supplemental Life Insurance**

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
All employees	An amount elected by the employee in an increment of \$5,000, subject to a maximum of \$300,000.

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

**Basic Insurance**

<u>Eligible Class</u>	<u>Amount of Basic AD&amp;D Insurance</u>
All employees	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.

## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS: (Basic life only)

The amount of insurance on an employee age 65 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>
65	65%
70	50%

Age reductions will apply the policy anniversary date next following an insured employee's 65<sup>th</sup> and 70<sup>th</sup> birthdays.

### RETIREMENT REDUCTIONS:

All insurance terminates at retirement.

### CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

### GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$100,000.

### EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

### EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN EARNINGS:

The policy anniversary date next following a change in eligible earnings. All increases are subject to the actively at work requirement.

## DEPENDENTS BENEFIT SCHEDULE

### DEPENDENTS TERM LIFE INSURANCE:

The amount of insurance for an insured spouse or child shall not exceed the amount of insurance for which the employee is eligible.

#### Spouse Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Spouse Life Insurance

An amount chosen by the employee in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$150,000.

#### Child Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Child Term Life Insurance

For children 14 days to six months: \$1,000

For children six months and older: \$10,000



## DEPENDENTS TERM LIFE INSURANCE CONTINUED

### Grandfathered Child Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Child Term Life Insurance**

\$5,000 or \$10,000; as on file with the policyholder.

\*Employees with grandfathered child life insurance prior to the effective date of this policy.

### Grandfathered Packaged Dependents Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Packaged Term Life Insurance**

For spouses: \$10,000

For children 14 days to six months: \$500

For children six months and older: \$5,000

\*Employees who elected packaged dependent life prior to March 1, 2011.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**CONTRIBUTORY/NONCONTRIBUTORY:**

Dependents insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$25,000

All child insurance is guaranteed issue.

**EVIDENCE OF INSURABILITY:**

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

**GRANDFATHERED DEPENDENTS:**

An employee who terminates grandfathered dependent life insurance cannot re-elect grandparent dependent life insurance at a later date. The combined child life and packaged life insurance is subject to a maximum of \$15,000 per child.

## ADDITIONAL INFORMATION

**ONE TIME OPEN ENROLLMENT:**

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- Employee supplemental life elections that do not exceed the guaranteed issue amount of \$100,000
- Spouse elections that do not exceed the guaranteed issue amount of \$25,000
- Dependent elections of \$10,000 for spouse and \$5,000 for child

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement.

**SUICIDE EXCLUSION FOR LIFE INSURANCE:**

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

**WAIVER OF PREMIUM APPLICATION:**

Applies to contributory and noncontributory employee insurance.

**RIDER(S) TO THE GROUP POLICY**

Accelerated Benefits  
Accidental Death and Dismemberment  
Dependents Term Life  
Portability Benefits  
Waiver of Premium



## Group Term Life Policy Amendment #1

MINNESOTA LIFE

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

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To be attached to and made a part of Group Policy No.33945-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of February 1, 2012. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The Basic Life Insurance amount has increased. As a result the Basic Life Insurance line under the Employee Term Life Insurance section on page A of the Group Policy Specifications Page has been amended to read as follows:

### Basic Life Insurance

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
All employees	\$100,000

Agreed to by Minnesota Life Insurance Company on January 24, 2012.

By Thomas J. Jofredo SEM  
Assistant Secretary

# Group Term Life Insurance Policy

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

**MINNESOTA LIFE**

## 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 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.

## Right to Cancel

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

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

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



Secretary



President

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## GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING



**GENERAL INFORMATION**

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority **POLICY NO.:** 33945-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011

**POLICY ANNIVERSARY DATE:** February 1 of each year beginning February 1, 2012.

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

**GROUP:** The group is composed of all active employees of the policyholder and its associated companies.

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** None

**MINIMUM HOURS PER WEEK REQUIRED:** 32 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

**EMPLOYEE TERM LIFE INSURANCE:**

**Basic Life Insurance**

**Eligible Class**

All employees

**Amount of Basic Life Insurance**

Two times annual earnings multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof subject to a plan maximum of \$50,000.

**Supplemental Life Insurance**

**Eligible Class**

All employees

**Amount of Supplemental Life Insurance**

An amount elected by the employee in an increment of \$5,000, subject to a maximum of \$300,000.

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

**Basic Insurance**

**Eligible Class**

All employees

**Amount of Basic AD&D Insurance**

An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.

## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS: (Basic life only)

The amount of insurance on an employee age 65 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>
65	65%
70	50%

Age reductions will apply the policy anniversary date next following an insured employee's 65<sup>th</sup> and 70<sup>th</sup> birthdays.

### RETIREMENT REDUCTIONS:

All insurance terminates at retirement.

### CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

### GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$100,000.

### EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

### EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN EARNINGS:

The policy anniversary date next following a change in eligible earnings. All increases are subject to the actively at work requirement.

## DEPENDENTS BENEFIT SCHEDULE

### DEPENDENTS TERM LIFE INSURANCE:

The amount of insurance for an insured spouse or child shall not exceed the amount of insurance for which the employee is eligible.

#### Spouse Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Spouse Life Insurance

An amount chosen by the employee in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$150,000.

#### Child Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Child Term Life Insurance

For children 14 days to six months: \$1,000  
For children six months and older: \$10,000



## DEPENDENTS TERM LIFE INSURANCE CONTINUED

### Grandfathered Child Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Child Term Life Insurance**

\$5,000 or \$10,000; as on file with the policyholder.

\*Employees with grandfathered child life insurance prior to the effective date of this policy.

### Grandfathered Packaged Dependents Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Packaged Term Life Insurance**

For spouses: \$10,000

For children 14 days to six months: \$500

For children six months and older: \$5,000

\*Employees who elected packaged dependent life prior to March 1, 2011.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**CONTRIBUTORY/NONCONTRIBUTORY:**

Dependents insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$25,000

All child insurance is guaranteed issue.

**EVIDENCE OF INSURABILITY:**

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

**GRANDFATHERED DEPENDENTS:**

An employee who terminates grandfathered dependent life insurance cannot re-elect grandparent dependent life insurance at a later date. The combined child life and packaged life insurance is subject to a maximum of \$15,000 per child.

## ADDITIONAL INFORMATION

**ONE TIME OPEN ENROLLMENT:**

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- Employee supplemental life elections that do not exceed the guaranteed issue amount of \$100,000
- Spouse elections that do not exceed the guaranteed issue amount of \$25,000
- Dependent elections of \$10,000 for spouse and \$5,000 for child

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement.

**SUICIDE EXCLUSION FOR LIFE INSURANCE:**

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

**WAIVER OF PREMIUM APPLICATION:**

Applies to contributory and noncontributory employee insurance.

**RIDER(S) TO THE GROUP POLICY**

Accelerated Benefits

Accidental Death and Dismemberment

Dependents Term Life

Portability Benefits

Waiver of Premium



## 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 insured's coverage under this policy becomes effective.

### **certificate holder**

An employee who is eligible for and becomes insured according to the terms of this policy.

### **contributory insurance**

Insurance for which an 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 companies.

### **evidence of insurability**

Evidence satisfactory to us of the good health of the prospective insured and any other underwriting information we require.

### **insured**

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

### **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.

MHC-96-13180.42

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 an 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 the group 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 required 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

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

This policy and your application contain the entire contract between you and us. Any statements you make will 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 signed application.

No change or waiver of any provisions 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 provisions of this policy, or of any certificate issued under it.

### **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. 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.

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

Yes. The insured'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 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 as shown in the section entitled "What is the actively at work requirement?".

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

If the policyholder's plan of insurance, as reflected in 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 have his or her insurance continued. If the policyholder's plan of insurance specifically provides insurance for retired employees, the minimum hours per week and actively at work requirements will not apply to such persons.

### **What is the actively at work requirement?**

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

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

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

### **When will we require evidence of insurability?**

Evidence of insurability will be required if:

- (1) the specifications page attached to this policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll within the enrollment period shown on the specifications page attached to this policy; or
- (3) the insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) the employee is insured by an individual policy issued under the terms of the conversion right section.

### **When does insurance become effective?**

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

- (1) an employee meets all eligibility requirements; and
- (2) if required, the employee applies for the insurance on forms which are approved by us; and
- (3) we are satisfied with the employee's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

### **Can an insured employee's 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) for an employee on non-medical leave of absence or temporary layoff, insurance cannot be



continued beyond 12 months from the last day the insured employee was actively at work.

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

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

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

## Premiums

### When and how often are premiums due?

Unless 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. The premium contributions by insureds 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 period; or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% 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 paid on or before the date it is due, that premium may be paid during the 31-day 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.

## Death Benefit

### What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this group policy. The amount of insurance for each insured dependent shall not exceed the amount of insurance for which the employee is eligible.

### Can an insured request a change in the amount of his or her contributory insurance?

Yes. If the policyholder's plan of insurance, as reflected in the specifications page attached to this policy, allows for a choice of amounts of insurance for an insured's class, an insured can request an increase or a decrease in the amount of his or her contributory insurance within the limitations of the policyholder's plan of insurance, including any limitations on when and how often such requests may be made.

If an insured requests an increase in the amount of his or her contributory insurance, we will require evidence of insurability, unless otherwise noted on the specifications page.

### When will changes in an insured's coverage amount be effective?

Requested increases in the amount of an insured's contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of an insured's contributory insurance are effective on the first day of the month following receipt of the insured's request for a decrease or if different, according to the administrative practices of the employer.

Requests for a change made during a special enrollment period offered by the employer will not become effective prior to the general effective date of elections made during that enrollment.

Increases and decreases in insurance amounts which result from a change in the insured's eligible class or earnings 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.

### When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that an individual



died while insured under this policy. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of the insured's death until the date of payment. Interest will be at an annual rate determined by us based on current short term market rates, but never less than 4% per year compounded annually, or the minimum required by state law, whichever is greater.

Payment of the death benefit will extinguish our liability under the certificate for which the death benefit has been paid.

### **To whom will we pay the death benefit?**

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by an insured to receive the death benefit to be paid at the insured's death. The insured may name one or more beneficiaries. The insured cannot name you or an associated company as a beneficiary.

The insured may also choose to name a beneficiary that the insured 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 insured has requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of the insured's death. In the event a beneficiary is not living on the date of the insured's 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 the insured and a beneficiary, the death benefit will be paid as if the insured survived the beneficiary.

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

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

### **Can an insured add or change beneficiaries?**

Yes. An insured can add or change beneficiaries if all of the following are true:

- (1) the insured's coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) the insured 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 an insured's notice.

## **Termination**

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

The insured's coverage ends on the earliest of the following:

- (1) the date this policy ends; or
- (2) the date the employee no longer meets the eligibility requirements; or
- (3) the date the policy is amended so the employee is no longer eligible; or
- (4) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (5) the last day for which premium contributions have been paid following an employee's written request to cease participation under this policy.

If the insured's coverage 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 insured's lifetime.

### **Can insurance on the life of an insured be reinstated after termination?**

Yes. When an insured's coverage terminates because he or she is no longer eligible, and the insured becomes eligible again within three months after the date his or her coverage terminated, the insured's coverage under this policy may be reinstated.

Provided the insured is not then covered by an individual policy issued under the terms of the conversion right section, his or her coverage under this group policy shall be reinstated automatically, without evidence of insurability or 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, an insured'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 group policy terminate?**

You may terminate this group 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.

## **Conversion Right**

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### **What is the conversion right?**

An insured can convert this insurance to a new individual life insurance policy if all or part of the insured's life insurance under this policy terminates.

The insured may convert up to the full amount of terminated insurance if termination occurs because he or she moves from one existing eligible class to another, or he or she is no longer in an eligible class.

### **What is the limited conversion right?**

Limited conversion is available if, after the insured has been insured for at least five years, insurance is terminated because:

- (1) the policy is terminated; or
- (2) the policy is changed to reduce or terminate the insurance for that individual.

The insured may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

- (a) \$10,000; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which the insured becomes eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date the insurance terminated under this policy.

Neither the conversion right nor the limited conversion right is available if the insured's coverage under this policy terminates due to failure to make, when due, required premium contributions.

Under both the conversion right and the limited conversion right, the insured may convert his or her insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability benefits, accidental death and dismemberment benefits, or accelerated benefits.

### **How does an insured convert his or her insurance?**

An insured converts his or her insurance by applying for an individual policy and paying the first premium within 31 days after the group insurance terminates. No evidence of insurability will be required.

### **How is the premium for the individual policy determined?**

We base the premium for the individual policy on the plan of insurance, the insured's age, and the class of risk to which the insured belongs on the date of the conversion.

### **When is the individual policy effective?**

The individual policy takes effect 31 days after the group insurance provided under this policy terminates.

### **What happens if the insured dies during the 31-day period allowed for conversion?**

If the insured dies during the 31-day period allowed for conversion, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance the insured would have been eligible to convert under the terms of the conversion right section.

We will return any premium the insured paid for an individual policy to the insured's beneficiary named under this group policy. In no event will we be liable under both this group policy and the individual policy.

## **Additional Information**

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

If an insured's age has been misstated, the death 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.

### **Is there a suicide exclusion?**

The specifications page attached to this policy indicates what insurance, if any, is subject to the suicide exclusion outlined below.

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid for an insured, if that insured, whether sane or insane, dies by suicide within two years of the effective date of his or her insurance.

If there has been an increase in the insured's amount of insurance for which he or she was required to apply or for which we required evidence of insurability, and if the insured dies by suicide within two years of the effective date of the increase, our liability with respect to that increase will be limited to the premiums paid and attributable to such increase.



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

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

Any statements the insured makes in his or her application will be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, nor defend against a claim, unless the statement is contained in the signed application and any evidence of insurability application attached to the insured's certificate.

**Can an insured'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 insured files the original instrument or a certified copy with us at our home office, and we send the insured an acknowledged copy.

We are not responsible for the validity of any assignment. An insured 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 own the records relating to the insurance provided by this policy, and 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. 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.



## Accelerated Benefits Policy Rider

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

MINNESOTA LIFE

The acceleration-of-life insurance benefits offered under this rider are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from the insured's income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. The insured is advised to consult with a qualified tax advisor about circumstances under which the insured could receive acceleration-of-life insurance benefits excludable from income under federal law.

Receipt of acceleration-of-life insurance benefits may affect the insured's, the insured's spouse or his or her family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. The insured is advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect the insured's, the insured's spouse and his or her family's eligibility for public assistance.

### General Information

This rider amends the group policy to which it is attached and is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

#### What does this rider provide?

This rider provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under the group policy. If the insured has a terminal condition as defined in this rider, an accelerated payment of the death benefit may be requested.

### Definitions

#### accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this rider.

#### death benefit

The amount of the insured's life insurance as shown on the specifications page attached to the certificate holder's certificate.

#### immediate family

The certificate holder's spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

#### insured

For purposes of this rider, an insured employee, an insured spouse, or an insured dependent child.

#### physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include the certificate holder, or a member of the certificate holder's immediate family.

### Terminal Condition

#### What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

#### What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that the insured's life expectancy, because of sickness or accident, is twelve months or less. That evidence must include certification by a physician. We reserve the right to ask for independent medical verification of a terminal condition. In the case of a difference of opinion, the opinion of our physician will prevail.

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

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured's medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

### Payment of Accelerated Benefit

#### How do we calculate the accelerated benefit?

We will multiply the death benefit by the accelerated benefit factor to determine the accelerated benefit available.



### **How do we calculate the accelerated benefit factor?**

The accelerated benefit factor will be stated as a percentage of the insured's death benefit. When we calculate this factor, we will consider the insured's age and gender.

We will also base our calculation on certain assumptions, which we may change from time to time, including but not limited to assumptions about:

- (1) expected future premiums; and
- (2) the insured's life expectancy.

### **What is the cost to the insured for this rider?**

The insured pays no additional premium for this benefit.

### **What are the conditions for the payment of an accelerated benefit?**

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

- (1) coverage must be in force and all premiums due must be fully paid; and
- (2) application must be made in writing and in a form which is satisfactory to us. We will tell a certificate holder what form is required; and
- (3) the certificate holder must be the sole owner of the certificate; and
- (4) the insured's insurance must not have an irrevocable beneficiary.

### **Who may request an accelerated payment of the death benefit?**

A certificate holder may request an accelerated payment of the insurance on his or her life or on the life of a spouse or dependent child insured under his or her certificate.

### **Is the request for an accelerated benefit voluntary?**

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this rider is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this rider if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

### **Is there a minimum or maximum death benefit eligible for an accelerated benefit?**

Yes. The minimum death benefit to be eligible for an accelerated benefit under this rider is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is \$1,000,000.

### **Does a certificate holder have to take the entire accelerated benefit?**

No. The certificate holder may choose to receive a partial accelerated benefit. If he or she does so, the insured's remaining coverage will stay in force.

If a certificate holder elects to receive only a partial accelerated benefit amount available under this rider, the remaining death benefit under the certificate must be at least \$25,000.

The certificate holder may reapply for the payment of the remaining amount of insurance at any time. However, we may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

### **What is the effect on an insured's coverage of the receipt of an accelerated benefit?**

If a certificate holder elects to accelerate the full amount of an insured's death benefit, the insured's coverage and all other benefits under the certificate and any certificate supplements which apply to that insured will end. If the insured is a certificate holder, any other individual insured under his or her certificate will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the group policy to which this rider is attached.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under the certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

If an insured elects to receive accelerated benefits, we will send the insured a statement which illustrates the effects of the accelerated benefit payment on his or her amount of insurance.

### **How will we pay the accelerated benefit?**

We will pay the accelerated benefit in one lump sum or in any other mutually agreeable manner.

### **To whom will we pay accelerated benefits?**

All accelerated benefits will be paid to the certificate holder who requested the accelerated payment unless the certificate holder validly assigns them otherwise. If such certificate holder dies before all payments have been made, we will pay the remainder to the insured's beneficiary named under the certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

## **Termination**

### **When does an insured's coverage under this rider terminate?**

An insured's coverage ends on the date the insured is no longer covered for life insurance under the group policy.



**When does this rider terminate?**

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

*Dennis E. Paduszycki*  
Secretary

*Robert L. Loubler*  
President

# Accidental Death and Dismemberment Policy Rider

MINNESOTA LIFE

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

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

### What does this rider provide?

This rider provides accidental death and dismemberment coverage subject to all terms, conditions, and exclusions herein.

### Who is eligible for insurance under this rider?

An employee who is eligible under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this rider.

### When does insurance under this rider become effective?

Insurance becomes effective on the date that the employee becomes insured for life insurance under the group policy.

## Accidental Death and Dismemberment (AD&D) Benefit

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

Accidental death or dismemberment by accidental injury as used in this rider means that the insured's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while the insured's coverage under this rider 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 under this rider is in force.

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

- (1) intentionally self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or

- (3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft; or
- (10) war or any act of war, whether declared or undeclared; or
- (11) service in the military of any nation.

### 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 the group 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%
Sight of One Eye .....	50%
Speech or Hearing .....	50%
One Hand or One Foot .....	50%
Thumb and Index Finger of One Hand .....	25%

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech or hearing means the entire and irrecoverable loss of sight, speech or hearing which cannot be corrected by medical or



surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss of the same limb, eye, finger, 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 rider for all an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of AD&D insurance shown on the specifications page attached to the group policy.

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

We will pay the AD&D benefit within two months of receipt at our home office of written proof satisfactory to us that the insured 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'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 compounded annually or the minimum required by state law, whichever is greater.

### **To whom do we pay the benefit?**

A certificate holder's accidental death benefit will be paid to the person or persons entitled to receive a death benefit under the terms of the group policy. The benefit for other losses sustained by a certificate holder will be paid to the certificate holder, if living, otherwise to his or her 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 rider, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

### **Air Bag Benefit**

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

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit

equal to the lesser of \$5,000 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.

### **Dependent Child Education Benefit**

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

We will pay an education benefit on behalf of the insured's dependent children if an insured employee dies as a result of a covered accident and is survived by one or more insured dependent children, provided that:

- (1) at the time of the insured employee's 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 the employee's death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) the insured employee's amount of insurance; or
- (3) \$12,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 25. The benefit will be paid to the 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.

### Repatriation Benefit

#### What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of us. This may or may not be the beneficiary for the rest of the accidental death proceeds. We may at our sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by us will be final and fully release and discharge us from any further liability under this repatriation benefit.

### Seatbelt Benefit

#### What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of \$25,000 or 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.

## Termination

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### When does an insured's coverage under this rider terminate?

An insured's coverage ends on the earlier of:

- (1) the date the certificate holder is no longer covered for life insurance under the group policy; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid.

### When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this rider; or
- (2) the date the group policy is terminated.

## Additional Information


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

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

### Can insurance under this rider be converted to a policy of individual insurance upon termination?

No. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.

  
Secretary

  
President



# Dependents Term Life Insurance Policy Rider

MINNESOTA LIFE

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

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a rider to the group policy will not apply to dependents coverage provided by this rider.

### What does this rider provide?

This rider provides insurance on the lives of the insured employee's eligible dependents.

### What members of the insured employee's family are eligible for insurance under this rider?

The following members of the insured employee's family are eligible for insurance under this rider:

- (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 the policy to which this rider is attached; and
- (2) the insured employee's children, stepchildren, and legally adopted children, who are unmarried and dependent on the insured for financial support. Children are eligible from 14 days old to the attainment of age 19, or to the attainment of age 25 if a full-time student in an accredited educational institution. Children age 19 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 19 (25 if a full-time student) and are financially dependent on the employee for more than one-half of their support and maintenance.

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

Any dependent child who, subsequent to the effective date of the insured employee's child life insurance, meets the requirements of this provision will become insured on the date he or she so qualifies.

### When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to the group policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll for coverage under this rider within the enrollment period shown on the specifications page attached to the group policy; or
- (3) dependents insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this rider.

### 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 are satisfied with the dependent's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

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. However, in no event will insurance on a dependent be effective before the insured employee's insurance under the group policy is effective.

## Death Benefit

### What is the amount of life insurance on each insured dependent?

The amount of life insurance on each insured dependent is shown on the specifications page attached to the group policy. In no event may the amount of insurance exceed the amount of insurance for which the employee is eligible.



## To whom will we pay the death benefit?

The death benefit payable under this rider will be paid to the insured employee if living, otherwise to his or her estate.

## Termination

### When does an insured dependent's coverage under this rider terminate?

An insured dependent's coverage ends 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 premium contribution which is not paid; or
- (3) the last day for which premium contributions have been made following an employee's written request that insurance on his or her eligible dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy.

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

### When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

## Additional Information

### What is the conversion right under this rider?

If an insured dependent's coverage under this rider terminates because he or she is no longer eligible, or because of the death of the insured employee, or because of termination or amendment of this rider, the insurance may be converted to a policy of individual insurance with Minnesota Life.

Conversion may be requested by the insured employee, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

### Does the Waiver of Premium rider to the group policy apply to insured dependents?

The Waiver of Premium rider to the group policy will not apply to disabilities for dependents covered under this rider.

However, if, due to the insured employee's disability, his or her insurance is continued in force without further payment of premiums due to the Waiver of Premium rider to the group policy, any dependents insurance provided by this rider shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until the insured employee's insurance is no longer continued in force due to the Waiver of Premium rider to the group policy.

This provision is not applicable if the dependent's insurance has been converted under the conversion right section of this rider, unless the converted policy is surrendered without claim except for refund of premiums.



Secretary



President



# Term Life Insurance Portability Policy Rider

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

MINNESOTA LIFE

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation and provision of the group policy unless otherwise expressly provided for herein.

### What does this rider provide?

This rider provides for continuation of group life insurance for insureds who no longer meet the eligibility requirements of the group policy except as provided for herein.

To continue coverage under the provisions of this rider, an eligible insured must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Evidence of insurability will not be required. Coverage provided by this rider will then be deemed effective retroactive to the beginning of the 31-day period. 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 rider?

A certificate holder is eligible to continue insurance under this rider if he or she, except as provided by this rider, no longer meets the eligibility requirements of the group policy 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.

The certificate holder will not be eligible to request coverage under this rider if he or she:

- (1) has attained the age of 70; or
- (2) has converted his or her insurance to an individual life policy under the terms of the group policy's conversion right section; or
- (3) was not actively at work due to sickness or injury on the day immediately preceding his or her portability date; or
- (4) loses eligibility due to termination of the group policy.

### What insurance can be continued under this rider?

Both contributory and noncontributory insurance may be continued under this rider. If the certificate holder elects to continue his or her own coverage according to the provisions of this rider, he or she may also elect to continue contributory insurance for any other individual insured under his or her certificate. The certificate holder may also continue coverage under all supplements to such certificate by which he or she was insured immediately preceding his or her portability date except the Term Life Waiver of Premium and Accidental Death and Dismemberment Certificate Supplements, which shall terminate upon porting.

The amount of insurance continued under this rider for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

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

The minimum amount of insurance that can be continued on the life of a certificate holder under this rider is \$10,000. The minimum does not apply to any other insureds covered under this rider.

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

The maximum amount of insurance that can be continued under this rider is the amount of insurance that was in force on the insured's portability date, but not more than \$300,000 for an employee or \$150,000 for a spouse. However, for a certificate holder who is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$195,000 for an employee or \$97,500 for a spouse.

### Will the amount of insurance continued under this rider change?

Yes. When an insured attains age 65, the amount of insurance on his or her life continued under this rider will reduce to 65% of the amount of insurance in force on the day prior to his or her attainment of age 65. Insurance terminates at age 70.

### Can a certificate holder request a change in his or her amount of insurance continued under this rider?

Yes. The certificate holder may elect to reduce the amount of insurance provided under his or her certificate. The remaining amount of insurance on the life of a certificate holder must be at least \$10,000.



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

**How will premium contributions be paid?**

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

**Can the premium rate change?**

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

**Can insurance continued under this rider be converted to a policy of individual insurance?**

Yes. At any time after insurance has been continued under the provisions of this rider, it may be converted to a policy of individual insurance with Minnesota Life. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

**What happens if a certificate holder again becomes eligible under the group policy?**

If a certificate holder who is continuing coverage under the provisions of this rider again meets the eligibility requirements of the group policy, not including the terms of this rider, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of the group policy, not including this rider, unless and until he or she no longer meets the eligibility requirements of the group policy and again returns to portability status as provided for herein.

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

Anything in the group policy notwithstanding, termination of the group policy by the policyholder or us will not terminate life insurance then in force for any person under the terms of this rider. 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 rider will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this rider terminate?".

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

**When will insurance continued under this rider terminate?**

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

- (1) the insured's 70th birthday; or
- (2) the date the certificate holder again meets the eligibility requirements of the group policy, not including the terms of this rider; or
- (3) in the case of a dependent child or a spouse who is insured by a rider to the certificate holder's coverage, the date the certificate holder's coverage is no longer being continued under this rider, or the date the certificate holder's spouse or child ceases to be eligible as defined under the terms of the group policy; or
- (4) 31 days after the due date of any premium contribution which is not made.

*Dennis E. Fiedler*  
Secretary

*Robert L. Laska*  
President



# Term Life Waiver of Premium Policy Rider

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

MINNESOTA LIFE

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The specifications page attached to the group policy indicates whether this rider applies to contributory insurance or noncontributory insurance. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.

### What does this rider provide?

This rider provides for waiver of premium for certificate holders who become totally disabled, as defined herein, while under age 60. Upon approval of proof of such disability, a certificate holder's insurance, including all riders applicable to such certificate holder which were in force on the date of the onset of the certificate holder's disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total disability.

### What is total disability?

Total disability is a disability which occurs while a certificate holder's insurance is in force and which results from an accidental injury or an illness that continuously prevents the certificate holder from engaging in any occupation for which he or she is reasonably suited by education, training, or experience. The certificate holder must be under the care of a licensed physician. The licensed physician cannot be the certificate holder or a member of the certificate holder's immediate family. For purposes of this rider, the certificate holder's immediate family consists of his or her spouse, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

### What is permanent disability?

Permanent disability is a total disability which has existed continuously for at least six months.

### Are there any limitations?

Yes. Insurance will not be continued if a certificate holder's disability results from intentionally self-inflicted injury, participation in or any attempt to commit a felony, or war or any act of war, whether declared or undeclared.

### Do premiums have to be paid for a certificate holder after he or she becomes disabled?

Yes. Premiums have to be paid after a certificate holder becomes disabled, but only until we approve his or her total disability claim. Continued payment prevents the possible loss of the certificate holder's coverage and eligibility if the claim is not approved.

### What if a certificate holder converts his or her group life insurance to a policy of individual insurance prior to the approval of his or her disability claim?

If a certificate holder's coverage has been converted in accordance with the conversion right section of the group policy, benefits under this rider will apply only if the converted policy is surrendered without claim, except for refund of premiums.

### What will be considered due proof of total disability?

A certificate holder must furnish evidence satisfactory to us that his or her disability:

- (1) commenced while his or her insurance under the group policy was in force; and
- (2) meets the definition of total disability; and
- (3) commenced before his or her 60th birthday; and
- (4) was continuous for six months or more.

We will, from time to time, also require additional proof satisfactory to us that the certificate holder continues to be totally disabled. We may also require that the certificate holder submit to one or more medical examinations at our expense, but not more often than once every three months.

If a certificate holder dies within one year of the date of onset of his or her disability, the certificate holder's beneficiary may claim benefits under this rider even if the certificate holder's premium payments were discontinued and he or she had not submitted due proof satisfactory to us of his or her total disability or was continuously disabled for less than six months. The certificate holder's beneficiary must submit due proof satisfactory to us that the certificate holder's total disability, which began before the certificate holder's premium payments were discontinued and before his or her 60th birthday, continued without interruption until his or her death.

### When must we be notified of a certificate holder's disability or death?

We must receive written notice at our home office of a certificate holder's total disability within one year of the date of onset of such disability. However, failure to give notice within the time provided will not invalidate the claim



if it is shown that notice was given as soon as reasonably possible.

We must receive written notice at our home office within one year of death that a certificate holder died during a period of continuance provided by this rider. Proof must be furnished that he or she continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time frame, there shall be no liability for any payment under this rider.

**What is the amount of insurance to be continued without payment of premium under this rider?**

The amount of insurance continued without payment of premium shall be the amount of insurance that was in force on the date of onset of total disability.

If the group policy provides for reductions in amounts of insurance based on age or retirement, such reductions shall apply to the insurance of the disabled certificate holder.

**How long will insurance be continued without payment of premium?**

If a certificate holder becomes totally disabled, insurance will be continued, without payment of premium, until the earliest of:

- (1) the certificate holder's 65th birthday; or
- (2) the date the certificate holder recovers so that he or she is no longer totally disabled; or
- (3) the date the certificate holder fails to furnish proof of continued disability when requested or refuses to submit to a required medical examination.

However, if the group policy provides for termination of insurance at retirement, insurance provided under this rider will terminate when the insured employee retires, including normal or early retirement. The retirement date for an employee whose insurance is being continued by the terms of this rider 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 insured employee's presumed retirement date shall be age 65.

**What happens to a certificate holder's insurance when the waiver of premium benefit ends?**

When the benefits under this rider end according to the provisions of the section entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If the certificate holder is then eligible for coverage under the group policy, his or her insurance may be continued under the group policy provided that premiums are paid. The first such premium payment must be made within 31 days of the date the waiver of premium benefit ends.
- (2) If the certificate holder is no longer eligible for coverage under the group policy, he or she may convert coverage to an individual policy, as provided for under the conversion right section of the group policy.

Insurance will end for a certificate holder unless, within 31 days of the date benefits under this rider end, premium payment is resumed or the insured applies to convert his or her coverage.

**When does this rider terminate?**

This rider will terminate on the earlier of:

- (1) the date we receive a written request to terminate this rider; or
- (2) the date the group policy is terminated.

Insurance being continued without further payment of premiums in accordance with the provisions of this rider will not end due solely to the termination of this rider or of the group policy.

*Dennis E. Fiedler*  
Secretary

*Robert L. Laska*  
President



**MINNESOTA LIFE**

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

**GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING**

## Group Term Life Policy Amendment #4

**MINNESOTA LIFE**

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

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To be attached to and made a part of Group Policy No. 33945-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The amount of child life insurance is amended to read as follows:


All Employees

An amount chosen by the employer in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$15,000\*.

\*The \$15,000 plan maximum may not exceed the combined total coverage under the Grandfathered Packaged Dependents Term Life Insurance (for children: \$5,000) and the current election.

As a result of this change, the Group Policy Specifications Page effective January 1, 2017 as revised on January 18, 2017 is replaced with the attached Group Policy Specifications Page effective January 1, 2017 as revised on March 14, 2017.

Agreed to by Minnesota Life Insurance Company this 14th day of March, 2017.

By  \_\_\_\_\_  
LL  
Vice President and Actuary



**GENERAL INFORMATION**

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority    **POLICY NO.:** 33945-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011. This specifications page represents the plan in effect as of January 1, 2017 as revised on March 14, 2017.

**POLICY ANNIVERSARY DATE:** January 1 of each year beginning January 1, 2017.

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

**GROUP:** The group is composed of all active employees of the policyholder and its associated companies.

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 60 days of employment.

**MINIMUM HOURS PER WEEK REQUIRED:** 32 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

**EMPLOYEE TERM LIFE INSURANCE:**

**Basic Life Insurance**

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
All employees	\$100,000.

**Supplemental Life Insurance**

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
All employees	An amount elected by the employee in an increment of \$5,000, subject to a maximum of \$300,000.

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

**Basic Insurance**

<u>Eligible Class</u>	<u>Amount of Basic AD&amp;D Insurance</u>
All employees	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.

## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS: (Basic life only)

The amount of insurance on an employee age 65 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>
65	65%
70	50%

Age reductions will apply the policy anniversary date next following an insured employee's 65<sup>th</sup> and 70<sup>th</sup> birthdays.

### RETIREMENT REDUCTIONS:

All insurance terminates at retirement.

### CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

### GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$100,000.

### EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

### EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN EARNINGS:

The policy anniversary date next following a change in eligible earnings. All increases are subject to the actively at work requirement.

## DEPENDENTS BENEFIT SCHEDULE

### DEPENDENTS TERM LIFE INSURANCE:

The amount of insurance for an insured spouse or child shall not exceed the amount of insurance for which the employee is eligible.

#### Spouse Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Spouse Life Insurance

An amount chosen by the employee in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$150,000.



## Child Term Life Insurance

### Eligible Class

All Employees

### Amount of Child Term Life Insurance

An amount chosen by the employer in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$15,000\*.

\*The \$15,000 plan maximum may not exceed the combined total coverage under the Grandfathered Packaged Dependents Term Life Insurance (for children: \$5,000) and the current election.

## Grandfathered Packaged Dependents Term Life Insurance

### Eligible Class

Closed Grandfathered Group\*

### Amount of Grandfathered Packaged Term Life Insurance

For spouses: \$10,000

For children: \$5,000

\*Employees who elected packaged dependent life prior to March 1, 2011.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

### **CONTRIBUTORY/NONCONTRIBUTORY:**

Dependents insurance is contributory insurance.

### **GUARANTEED ISSUE AMOUNT:**

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$25,000

All child insurance is guaranteed issue.

Evidence of insurability is not required for child applications made during a period of initial eligibility, annual enrollment, or within 31 days of a qualified status change. Any elections made outside of these designated time periods will require evidence of insurability.

### **EVIDENCE OF INSURABILITY:**

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

### **GRANDFATHERED DEPENDENTS:**

An employee who terminates grandfathered packaged dependent life insurance cannot re-elect grandfathered packaged dependent life insurance at a later date. The combined child life and grandfathered packaged dependent life insurance is subject to a maximum of \$15,000 per child.

## **ADDITIONAL INFORMATION**

### **ONE TIME OPEN ENROLLMENT:**

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- Employee supplemental life elections that do not exceed the guaranteed issue amount of \$100,000
- Spouse elections that do not exceed the guaranteed issue amount of \$25,000
- Dependent elections of \$10,000 for spouse and \$5,000 for child

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement.

### **ANNUAL OPEN ENROLLMENTS:**

During the policyholder's annual open enrollments, the following election change can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount under this policy due to failure to provide satisfactory evidence of insurability:

- An employee may elect or increase child life insurance to the maximum benefit of \$15,000 (child life and grandfathered packaged dependents life insurance combined)

Coverage will be effective on the anniversary date following the annual enrollment, subject to the hospitalization/confinement clause for dependents.

### **SUICIDE EXCLUSION FOR LIFE INSURANCE:**

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

### **WAIVER OF PREMIUM APPLICATION:**

Applies to contributory and noncontributory employee insurance.

### **RIDER(S) TO THE GROUP POLICY**

Accelerated Benefits  
Accidental Death and Dismemberment  
Dependents Term Life  
Portability Benefits  
Waiver of Premium



## Group Term Life Policy Amendment #3

**MINNESOTA LIFE**

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

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To be attached to and made a part of Group Policy No. 33945-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The following changes are made to the policy:

1. The child eligibility definition is redefined. Children are eligible from live birth to age 26.
2. The reduced amount of insurance for children 14 days to 6 months is removed. All eligible children will receive the full amount of child life insurance.
3. An employee may elect child life insurance at annual enrollment. As a result, the section titled "Annual Open Enrollments" is added under the Additional Information heading.

As a result of these changes, the Group Policy Specifications Page effective January 1, 2017 is replaced with the attached Group Policy Specifications Page effective January 1, 2017 as revised on January 18, 2017 and the Dependents Term Life Insurance Policy Rider is replaced with the attached Dependents Term Life Insurance Rider effective January 1, 2017.

Agreed to by Minnesota Life Insurance Company this 18th day of January, 2017.

By  \_\_\_\_\_ LL  
Vice President and Actuary

**GENERAL INFORMATION**

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority    **POLICY NO.:** 33945-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011. This specifications page represents the plan in effect as of January 1, 2017 as revised on January 18, 2017.

**POLICY ANNIVERSARY DATE:** January 1 of each year beginning January 1, 2017.

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

**GROUP:** The group is composed of all active employees of the policyholder and its associated companies.

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 60 days of employment.

**MINIMUM HOURS PER WEEK REQUIRED:** 32 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

**EMPLOYEE TERM LIFE INSURANCE:**

**Basic Life Insurance**

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
All employees	\$100,000.

**Supplemental Life Insurance**

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
All employees	An amount elected by the employee in an increment of \$5,000, subject to a maximum of \$300,000.

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

**Basic Insurance**

<u>Eligible Class</u>	<u>Amount of Basic AD&amp;D Insurance</u>
All employees	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.



## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS: (Basic life only)

The amount of insurance on an employee age 65 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>
65	65%
70	50%

Age reductions will apply the policy anniversary date next following an insured employee's 65<sup>th</sup> and 70<sup>th</sup> birthdays.

### RETIREMENT REDUCTIONS:

All insurance terminates at retirement.

### CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

### GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$100,000.

### EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

### EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN EARNINGS:

The policy anniversary date next following a change in eligible earnings. All increases are subject to the actively at work requirement.

## DEPENDENTS BENEFIT SCHEDULE

### DEPENDENTS TERM LIFE INSURANCE:

The amount of insurance for an insured spouse or child shall not exceed the amount of insurance for which the employee is eligible.

#### Spouse Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Spouse Life Insurance

An amount chosen by the employee in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$150,000.

#### Child Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Child Term Life Insurance

\$10,000

## DEPENDENTS TERM LIFE INSURANCE CONTINUED

### Grandfathered Child Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Child Term Life Insurance**

\$5,000 or \$10,000; as on file with the policyholder.

\*Employees with grandfathered child life insurance prior to the effective date of this policy.

### Grandfathered Packaged Dependents Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Packaged Term Life Insurance**

For spouses: \$10,000

For children: \$5,000

\*Employees who elected packaged dependent life prior to March 1, 2011.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**CONTRIBUTORY/NONCONTRIBUTORY:**

Dependents insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$25,000

All child insurance is guaranteed issue.

Evidence of insurability is not required for child applications made during a period of initial eligibility, annual enrollment, or within 31 days of a qualified status change. Any elections made outside of these designated time periods will require evidence of insurability.

**EVIDENCE OF INSURABILITY:**

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

**GRANDFATHERED DEPENDENTS:**

An employee who terminates grandfathered dependent life insurance cannot re-elect grandparent dependent life insurance at a later date. The combined child life and packaged life insurance is subject to a maximum of \$15,000 per child.



## **ADDITIONAL INFORMATION**

### **ONE TIME OPEN ENROLLMENT:**

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- Employee supplemental life elections that do not exceed the guaranteed issue amount of \$100,000
- Spouse elections that do not exceed the guaranteed issue amount of \$25,000
- Dependent elections of \$10,000 for spouse and \$5,000 for child

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement.

### **ANNUAL OPEN ENROLLMENTS:**

During the policyholder's annual open enrollments, the following election change can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount under this policy due to failure to provide satisfactory evidence of insurability:

- An employee may elect child life insurance

Coverage will be effective on the policy anniversary date following the annual enrollment, subject to the hospitalization/confinement clause for dependents.

### **SUICIDE EXCLUSION FOR LIFE INSURANCE:**

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

### **WAIVER OF PREMIUM APPLICATION:**

Applies to contributory and noncontributory employee insurance.

### **RIDER(S) TO THE GROUP POLICY**

Accelerated Benefits  
Accidental Death and Dismemberment  
Dependents Term Life  
Portability Benefits  
Waiver of Premium

# Dependents Term Life Insurance Policy Rider

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

MINNESOTA LIFE

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a rider to the group policy will not apply to dependents coverage provided by this rider.

### What does this rider provide?

This rider provides insurance on the lives of the insured employee's eligible dependents.

### What members of the insured employee's family are eligible for insurance under this rider?

The following members of the insured employee's family are eligible for insurance under this rider:

- (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 the policy to which this rider is attached; and
- (2) the insured employee's children, stepchildren, and legally adopted children. Children are eligible from live birth (stillborn or unborn children are not eligible) to the attainment of age 26. 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 the employee for more than one-half of their support and maintenance.

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

Any dependent child who, subsequent to the effective date of the insured employee's child life insurance, meets the requirements of this provision will become insured on the date he or she so qualifies.

### When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to the group policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll for coverage under this rider within

- the enrollment period shown on the specifications page attached to the group policy; or
- (3) dependents insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
  - (4) during a previous period of eligibility, the employee failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
  - (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this rider.

### 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 are satisfied with the dependent's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

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 the insured employee's insurance under the group policy is effective.

## Death Benefit

### What is the amount of life insurance on each insured dependent?

The amount of life insurance on each insured dependent is shown on the specifications page attached to the group policy. In no event may the amount of insurance exceed the amount of insurance for which the employee is eligible.

### To whom will we pay the death benefit?

The death benefit payable under this rider will be paid to the insured employee if living, otherwise to his or her estate.



## Termination

### When does an insured dependent's coverage under this rider terminate?

An insured dependent's coverage ends 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 premium contribution which is not paid; or
- (3) the last day for which premium contributions have been made following an employee's written request that insurance on his or her eligible dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy.

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

### When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

## Additional Information

### What is the conversion right under this rider?

If an insured dependent's coverage under this rider terminates because he or she is no longer eligible, or because of the death of the insured employee, or because of termination or amendment of this rider, the insurance may be converted to a policy of individual insurance with Minnesota Life.

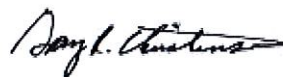
Conversion may be requested by the insured employee, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

### Does the Waiver of Premium rider to the group policy apply to insured dependents?

The Waiver of Premium rider to the group policy will not apply to disabilities for dependents covered under this rider.

However, if, due to the insured employee's disability, his or her insurance is continued in force without further payment of premiums due to the Waiver of Premium rider to the group policy, any dependents insurance provided by this rider shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until the insured employee's insurance is no longer continued in force due to the Waiver of Premium rider to the group policy.

This provision is not applicable if the dependent's insurance has been converted under the conversion right section of this rider, unless the converted policy is surrendered without claim except for refund of premiums.



Secretary



President

## Group Term Life Policy Amendment #2

**MINNESOTA LIFE**

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

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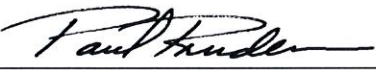
To be attached to and made a part of Group Policy No. 33945-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The following changes are made to the policy:

1. The policy anniversary date is changed to January 1 beginning January 1, 2017.
2. The waiting period is changed to be the first day of the month following 60 days of employment.

As a result of these changes, the Group Policy Specifications Page effective February 1, 2012 is replaced with the attached Group Policy Specifications Page effective January 1, 2017.

Agreed to by Minnesota Life Insurance Company this 15th day of December, 2016.

By  LL  
Vice President and Actuary



**GENERAL INFORMATION**

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority    **POLICY NO.:** 33945-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011. This specifications page represents the plan in effect as of January 1, 2017.

**POLICY ANNIVERSARY DATE:** January 1 of each year beginning January 1, 2017.

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

**GROUP:** The group is composed of all active employees of the policyholder and its associated companies.

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 60 days of employment.

**MINIMUM HOURS PER WEEK REQUIRED:** 32 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

**EMPLOYEE TERM LIFE INSURANCE:**

**Basic Life Insurance**

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
All employees	\$100,000.

**Supplemental Life Insurance**

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
All employees	An amount elected by the employee in an increment of \$5,000, subject to a maximum of \$300,000.

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

**Basic Insurance**

<u>Eligible Class</u>	<u>Amount of Basic AD&amp;D Insurance</u>
All employees	An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.

## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS: (Basic life only)

The amount of insurance on an employee age 65 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>
65	65%
70	50%

Age reductions will apply the policy anniversary date next following an insured employee's 65<sup>th</sup> and 70<sup>th</sup> birthdays.

### RETIREMENT REDUCTIONS:

All insurance terminates at retirement.

### CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

### GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$100,000.

### EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

### EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN EARNINGS:

The policy anniversary date next following a change in eligible earnings. All increases are subject to the actively at work requirement.

## DEPENDENTS BENEFIT SCHEDULE

### DEPENDENTS TERM LIFE INSURANCE:

The amount of insurance for an insured spouse or child shall not exceed the amount of insurance for which the employee is eligible.

#### Spouse Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Spouse Life Insurance

An amount chosen by the employee in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$150,000.

#### Child Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Child Term Life Insurance

For children 14 days to six months: \$1,000  
For children six months and older: \$10,000



## DEPENDENTS TERM LIFE INSURANCE CONTINUED

### Grandfathered Child Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Child Term Life Insurance**

\$5,000 or \$10,000; as on file with the policyholder.

\*Employees with grandfathered child life insurance prior to the effective date of this policy.

### Grandfathered Packaged Dependents Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Packaged Term Life Insurance**

For spouses: \$10,000

For children 14 days to six months: \$500

For children six months and older: \$5,000

\*Employees who elected packaged dependent life prior to March 1, 2011.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**CONTRIBUTORY/NONCONTRIBUTORY:**

Dependents insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$25,000

All child insurance is guaranteed issue.

**EVIDENCE OF INSURABILITY:**

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

**GRANDFATHERED DEPENDENTS:**

An employee who terminates grandfathered dependent life insurance cannot re-elect grandparent dependent life insurance at a later date. The combined child life and packaged life insurance is subject to a maximum of \$15,000 per child.

## ADDITIONAL INFORMATION

**ONE TIME OPEN ENROLLMENT:**

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- Employee supplemental life elections that do not exceed the guaranteed issue amount of \$100,000
- Spouse elections that do not exceed the guaranteed issue amount of \$25,000
- Dependent elections of \$10,000 for spouse and \$5,000 for child

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement.

**SUICIDE EXCLUSION FOR LIFE INSURANCE:**

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

**WAIVER OF PREMIUM APPLICATION:**

Applies to contributory and noncontributory employee insurance.

**RIDER(S) TO THE GROUP POLICY**

Accelerated Benefits

Accidental Death and Dismemberment

Dependents Term Life

Portability Benefits

Waiver of Premium



# Group Term Life Policy Amendment #1

**MINNESOTA LIFE**

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

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To be attached to and made a part of Group Policy No.33945-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of February 1, 2012. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The Basic Life Insurance amount has increased. As a result the Basic Life Insurance line under the Employee Term Life Insurance section on page A of the Group Policy Specifications Page has been amended to read as follows:

### Basic Life Insurance

<u>Eligible Class</u>	<u>Amount of Basic Life Insurance</u>
All employees	\$100,000

Agreed to by Minnesota Life Insurance Company on January 24, 2012.

By Thomas J. Joly SEM  
Assistant Secretary

# Group Term Life Insurance Policy

**MINNESOTA LIFE**

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

## 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 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.

## Right to Cancel

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

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

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

*Dennis E. Fiedler*

Secretary

*Robert L. Lumb*

President

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## GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING



**GENERAL INFORMATION**

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority    **POLICY NO.:** 33945-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011

**POLICY ANNIVERSARY DATE:** February 1 of each year beginning February 1, 2012.

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

**GROUP:** The group is composed of all active employees of the policyholder and its associated companies.

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 30 days from the first day of eligibility for contributory insurance.

**WAITING PERIOD:** None

**MINIMUM HOURS PER WEEK REQUIRED:** 32 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

**EMPLOYEE TERM LIFE INSURANCE:**

**Basic Life Insurance**

**Eligible Class**

All employees

**Amount of Basic Life Insurance**

Two times annual earnings multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof subject to a plan maximum of \$50,000.

**Supplemental Life Insurance**

**Eligible Class**

All employees

**Amount of Supplemental Life Insurance**

An amount elected by the employee in an increment of \$5,000, subject to a maximum of \$300,000.

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

**Basic Insurance**

**Eligible Class**

All employees

**Amount of Basic AD&D Insurance**

An amount equal to the amount of basic life insurance for which the employee is insured under the group policy.

## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS: (Basic life only)

The amount of insurance on an employee age 65 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>
65	65%
70	50%

Age reductions will apply the policy anniversary date next following an insured employee's 65<sup>th</sup> and 70<sup>th</sup> birthdays.

### RETIREMENT REDUCTIONS:

All insurance terminates at retirement.

### CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

### GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$100,000.

### EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

### EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN EARNINGS:

The policy anniversary date next following a change in eligible earnings. All increases are subject to the actively at work requirement.

## DEPENDENTS BENEFIT SCHEDULE

### DEPENDENTS TERM LIFE INSURANCE:

The amount of insurance for an insured spouse or child shall not exceed the amount of insurance for which the employee is eligible.

#### Spouse Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Spouse Life Insurance

An amount chosen by the employee in an increment of \$5,000, subject to a minimum of \$5,000 and a maximum of \$150,000.

#### Child Term Life Insurance

##### Eligible Class

All Employees

##### Amount of Child Term Life Insurance

For children 14 days to six months: \$1,000  
For children six months and older: \$10,000



## DEPENDENTS TERM LIFE INSURANCE CONTINUED

### Grandfathered Child Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Child Term Life Insurance**

\$5,000 or \$10,000; as on file with the policyholder.

\*Employees with grandfathered child life insurance prior to the effective date of this policy.

### Grandfathered Packaged Dependents Term Life Insurance

**Eligible Class**

Closed Grandfathered Group\*

**Amount of Grandfathered Packaged Term Life Insurance**

For spouses: \$10,000

For children 14 days to six months: \$500

For children six months and older: \$5,000

\*Employees who elected packaged dependent life prior to March 1, 2011.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

**CONTRIBUTORY/NONCONTRIBUTORY:**

Dependents insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: \$25,000

All child insurance is guaranteed issue.

**EVIDENCE OF INSURABILITY:**

Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.

**GRANDFATHERED DEPENDENTS:**

An employee who terminates grandfathered dependent life insurance cannot re-elect grandparent dependent life insurance at a later date. The combined child life and packaged life insurance is subject to a maximum of \$15,000 per child.

## ADDITIONAL INFORMATION

**ONE TIME OPEN ENROLLMENT:**

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- Employee supplemental life elections that do not exceed the guaranteed issue amount of \$100,000
- Spouse elections that do not exceed the guaranteed issue amount of \$25,000
- Dependent elections of \$10,000 for spouse and \$5,000 for child

Coverage will be effective on the effective date of this policy, subject to the actively at work requirement.

**SUICIDE EXCLUSION FOR LIFE INSURANCE:**

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

**WAIVER OF PREMIUM APPLICATION:**

Applies to contributory and noncontributory employee insurance.

**RIDER(S) TO THE GROUP POLICY**

Accelerated Benefits  
Accidental Death and Dismemberment  
Dependents Term Life  
Portability Benefits  
Waiver of Premium



## 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 insured's coverage under this policy becomes effective.

### **certificate holder**

An employee who is eligible for and becomes insured according to the terms of this policy.

### **contributory insurance**

Insurance for which an 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 companies.

### **evidence of insurability**

Evidence satisfactory to us of the good health of the prospective insured and any other underwriting information we require.

### **insured**

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

### **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 an 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 the group 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 required 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

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

This policy and your application contain the entire contract between you and us. Any statements you make will 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 signed application.

No change or waiver of any provisions 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 provisions of this policy, or of any certificate issued under it.

### **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. 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.

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

Yes. The insured'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 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 as shown in the section entitled "What is the actively at work requirement?"

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

If the policyholder's plan of insurance, as reflected in 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 have his or her insurance continued. If the policyholder's plan of insurance specifically provides insurance for retired employees, the minimum hours per week and actively at work requirements will not apply to such persons.

### **What is the actively at work requirement?**

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

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

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

### **When will we require evidence of insurability?**

Evidence of insurability will be required if:

- (1) the specifications page attached to this policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll within the enrollment period shown on the specifications page attached to this policy; or
- (3) the insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) the employee is insured by an individual policy issued under the terms of the conversion right section.

### **When does insurance become effective?**

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

- (1) an employee meets all eligibility requirements; and
- (2) if required, the employee applies for the insurance on forms which are approved by us; and
- (3) we are satisfied with the employee's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

### **Can an insured employee's 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) for an employee on non-medical leave of absence or temporary layoff, insurance cannot be



continued beyond 12 months from the last day the insured employee was actively at work.

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

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

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

## Premiums

### When and how often are premiums due?

Unless 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. The premium contributions by insureds 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 period; or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% 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 paid on or before the date it is due, that premium may be paid during the 31-day 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.

## Death Benefit

### What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this group policy. The amount of insurance for each insured dependent shall not exceed the amount of insurance for which the employee is eligible.

### Can an insured request a change in the amount of his or her contributory insurance?

Yes. If the policyholder's plan of insurance, as reflected in the specifications page attached to this policy, allows for a choice of amounts of insurance for an insured's class, an insured can request an increase or a decrease in the amount of his or her contributory insurance within the limitations of the policyholder's plan of insurance, including any limitations on when and how often such requests may be made.

If an insured requests an increase in the amount of his or her contributory insurance, we will require evidence of insurability, unless otherwise noted on the specifications page.

### When will changes in an insured's coverage amount be effective?

Requested increases in the amount of an insured's contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of an insured's contributory insurance are effective on the first day of the month following receipt of the insured's request for a decrease or if different, according to the administrative practices of the employer.

Requests for a change made during a special enrollment period offered by the employer will not become effective prior to the general effective date of elections made during that enrollment.

Increases and decreases in insurance amounts which result from a change in the insured's eligible class or earnings 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.

### When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that an individual



died while insured under this policy. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of the insured's death until the date of payment. Interest will be at an annual rate determined by us based on current short term market rates, but never less than 4% per year compounded annually, or the minimum required by state law, whichever is greater.

Payment of the death benefit will extinguish our liability under the certificate for which the death benefit has been paid.

### **To whom will we pay the death benefit?**

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by an insured to receive the death benefit to be paid at the insured's death. The insured may name one or more beneficiaries. The insured cannot name you or an associated company as a beneficiary.

The insured may also choose to name a beneficiary that the insured 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 insured has requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of the insured's death. In the event a beneficiary is not living on the date of the insured's 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 the insured and a beneficiary, the death benefit will be paid as if the insured survived the beneficiary.

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

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

### **Can an insured add or change beneficiaries?**

Yes. An insured can add or change beneficiaries if all of the following are true:

- (1) the insured's coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) the insured 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 an insured's notice.

## **Termination**

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

The insured's coverage ends on the earliest of the following:

- (1) the date this policy ends; or
- (2) the date the employee no longer meets the eligibility requirements; or
- (3) the date the policy is amended so the employee is no longer eligible; or
- (4) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (5) the last day for which premium contributions have been paid following an employee's written request to cease participation under this policy.

If the insured's coverage 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 insured's lifetime.

### **Can insurance on the life of an insured be reinstated after termination?**

Yes. When an insured's coverage terminates because he or she is no longer eligible, and the insured becomes eligible again within three months after the date his or her coverage terminated, the insured's coverage under this policy may be reinstated.

Provided the insured is not then covered by an individual policy issued under the terms of the conversion right section, his or her coverage under this group policy shall be reinstated automatically, without evidence of insurability or 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, an insured'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 group policy terminate?**

You may terminate this group 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.

## Conversion Right

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### What is the conversion right?

An insured can convert this insurance to a new individual life insurance policy if all or part of the insured's life insurance under this policy terminates.

The insured may convert up to the full amount of terminated insurance if termination occurs because he or she moves from one existing eligible class to another, or he or she is no longer in an eligible class.

### What is the limited conversion right?

Limited conversion is available if, after the insured has been insured for at least five years, insurance is terminated because:

- (1) the policy is terminated; or
- (2) the policy is changed to reduce or terminate the insurance for that individual.

The insured may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

- (a) \$10,000; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which the insured becomes eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date the insurance terminated under this policy.

Neither the conversion right nor the limited conversion right is available if the insured's coverage under this policy terminates due to failure to make, when due, required premium contributions.

Under both the conversion right and the limited conversion right, the insured may convert his or her insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability benefits, accidental death and dismemberment benefits, or accelerated benefits.

### How does an insured convert his or her insurance?

An insured converts his or her insurance by applying for an individual policy and paying the first premium within 31 days after the group insurance terminates. No evidence of insurability will be required.

## How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, the insured's age, and the class of risk to which the insured belongs on the date of the conversion.

### When is the individual policy effective?

The individual policy takes effect 31 days after the group insurance provided under this policy terminates.

### What happens if the insured dies during the 31-day period allowed for conversion?

If the insured dies during the 31-day period allowed for conversion, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance the insured would have been eligible to convert under the terms of the conversion right section.

We will return any premium the insured paid for an individual policy to the insured's beneficiary named under this group policy. In no event will we be liable under both this group policy and the individual policy.

## Additional Information

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

If an insured's age has been misstated, the death 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.

### Is there a suicide exclusion?

The specifications page attached to this policy indicates what insurance, if any, is subject to the suicide exclusion outlined below.

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid for an insured, if that insured, whether sane or insane, dies by suicide within two years of the effective date of his or her insurance.

If there has been an increase in the insured's amount of insurance for which he or she was required to apply or for which we required evidence of insurability, and if the insured dies by suicide within two years of the effective date of the increase, our liability with respect to that increase will be limited to the premiums paid and attributable to such increase.



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

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

Any statements the insured makes in his or her application will be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, nor defend against a claim, unless the statement is contained in the signed application and any evidence of insurability application attached to the insured's certificate.

**Can an insured'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 insured files the original instrument or a certified copy with us at our home office, and we send the insured an acknowledged copy.

We are not responsible for the validity of any assignment. An insured 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 own the records relating to the insurance provided by this policy, and 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. 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.



# Accelerated Benefits Policy Rider

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

MINNESOTA LIFE

The acceleration-of-life insurance benefits offered under this rider are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from the insured's income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. The insured is advised to consult with a qualified tax advisor about circumstances under which the insured could receive acceleration-of-life insurance benefits excludable from income under federal law.

Receipt of acceleration-of-life insurance benefits may affect the insured's, the insured's spouse or his or her family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. The insured is advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect the insured's, the insured's spouse and his or her family's eligibility for public assistance.

## General Information

This rider amends the group policy to which it is attached and is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

### What does this rider provide?

This rider provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under the group policy. If the insured has a terminal condition as defined in this rider, an accelerated payment of the death benefit may be requested.

## Definitions

### accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this rider.

### death benefit

The amount of the insured's life insurance as shown on the specifications page attached to the certificate holder's certificate.

### immediate family

The certificate holder's spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

### insured

For purposes of this rider, an insured employee, an insured spouse, or an insured dependent child.

### physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include the certificate holder, or a member of the certificate holder's immediate family.

## Terminal Condition

### What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

### What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that the insured's life expectancy, because of sickness or accident, is twelve months or less. That evidence must include certification by a physician. We reserve the right to ask for independent medical verification of a terminal condition. In the case of a difference of opinion, the opinion of our physician will prevail.

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

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured's medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

## Payment of Accelerated Benefit

### How do we calculate the accelerated benefit?

We will multiply the death benefit by the accelerated benefit factor to determine the accelerated benefit available.



### **How do we calculate the accelerated benefit factor?**

The accelerated benefit factor will be stated as a percentage of the insured's death benefit. When we calculate this factor, we will consider the insured's age and gender.

We will also base our calculation on certain assumptions, which we may change from time to time, including but not limited to assumptions about:

- (1) expected future premiums; and
- (2) the insured's life expectancy.

### **What is the cost to the insured for this rider?**

The insured pays no additional premium for this benefit.

### **What are the conditions for the payment of an accelerated benefit?**

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

- (1) coverage must be in force and all premiums due must be fully paid; and
- (2) application must be made in writing and in a form which is satisfactory to us. We will tell a certificate holder what form is required; and
- (3) the certificate holder must be the sole owner of the certificate; and
- (4) the insured's insurance must not have an irrevocable beneficiary.

### **Who may request an accelerated payment of the death benefit?**

A certificate holder may request an accelerated payment of the insurance on his or her life or on the life of a spouse or dependent child insured under his or her certificate.

### **Is the request for an accelerated benefit voluntary?**

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this rider is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this rider if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

### **Is there a minimum or maximum death benefit eligible for an accelerated benefit?**

Yes. The minimum death benefit to be eligible for an accelerated benefit under this rider is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is \$1,000,000.

### **Does a certificate holder have to take the entire accelerated benefit?**

No. The certificate holder may choose to receive a partial accelerated benefit. If he or she does so, the insured's remaining coverage will stay in force.

If a certificate holder elects to receive only a partial accelerated benefit amount available under this rider, the remaining death benefit under the certificate must be at least \$25,000.

The certificate holder may reapply for the payment of the remaining amount of insurance at any time. However, we may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

### **What is the effect on an insured's coverage of the receipt of an accelerated benefit?**

If a certificate holder elects to accelerate the full amount of an insured's death benefit, the insured's coverage and all other benefits under the certificate and any certificate supplements which apply to that insured will end. If the insured is a certificate holder, any other individual insured under his or her certificate will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the group policy to which this rider is attached.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under the certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

If an insured elects to receive accelerated benefits, we will send the insured a statement which illustrates the effects of the accelerated benefit payment on his or her amount of insurance.

### **How will we pay the accelerated benefit?**

We will pay the accelerated benefit in one lump sum or in any other mutually agreeable manner.

### **To whom will we pay accelerated benefits?**

All accelerated benefits will be paid to the certificate holder who requested the accelerated payment unless the certificate holder validly assigns them otherwise. If such certificate holder dies before all payments have been made, we will pay the remainder to the insured's beneficiary named under the certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

## **Termination**

### **When does an insured's coverage under this rider terminate?**

An insured's coverage ends on the date the insured is no longer covered for life insurance under the group policy.



**When does this rider terminate?**

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

*Debbie E. Finkbeiner*  
Secretary

*Robert L. Lander*  
President

# Accidental Death and Dismemberment Policy Rider

MINNESOTA LIFE

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

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

### What does this rider provide?

This rider provides accidental death and dismemberment coverage subject to all terms, conditions, and exclusions herein.

### Who is eligible for insurance under this rider?

An employee who is eligible under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this rider.

### When does insurance under this rider become effective?

Insurance becomes effective on the date that the employee becomes insured for life insurance under the group policy.

## Accidental Death and Dismemberment (AD&D) Benefit

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

Accidental death or dismemberment by accidental injury as used in this rider means that the insured's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while the insured's coverage under this rider 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 under this rider is in force.

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

- (1) intentionally self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or

- (3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft; or
- (10) war or any act of war, whether declared or undeclared; or
- (11) service in the military of any nation.

### 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 the group 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%
Sight of One Eye .....	50%
Speech or Hearing.....	50%
One Hand or One Foot.....	50%
Thumb and Index Finger of One Hand.....	25%

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech or hearing means the entire and irrecoverable loss of sight, speech or hearing which cannot be corrected by medical or



surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss of the same limb, eye, finger, 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 rider for all an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of AD&D insurance shown on the specifications page attached to the group policy.

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

We will pay the AD&D benefit within two months of receipt at our home office of written proof satisfactory to us that the insured 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'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 compounded annually or the minimum required by state law, whichever is greater.

### **To whom do we pay the benefit?**

A certificate holder's accidental death benefit will be paid to the person or persons entitled to receive a death benefit under the terms of the group policy. The benefit for other losses sustained by a certificate holder will be paid to the certificate holder, if living, otherwise to his or her 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 rider, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

### **Air Bag Benefit**

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

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit

equal to the lesser of \$5,000 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.

### **Dependent Child Education Benefit**

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

We will pay an education benefit on behalf of the insured's dependent children if an insured employee dies as a result of a covered accident and is survived by one or more insured dependent children, provided that:

- (1) at the time of the insured employee's 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 the employee's death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) the insured employee's amount of insurance; or
- (3) \$12,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 25. The benefit will be paid to the 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.

### Repatriation Benefit

#### What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of us. This may or may not be the beneficiary for the rest of the accidental death proceeds. We may at our sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by us will be final and fully release and discharge us from any further liability under this repatriation benefit.

### Seatbelt Benefit

#### What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of \$25,000 or 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.

## Termination

### When does an insured's coverage under this rider terminate?

An insured's coverage ends on the earlier of:

- (1) the date the certificate holder is no longer covered for life insurance under the group policy; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid.

### When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request from the policyholder to cancel this rider; or
- (2) the date the group policy is terminated.


## 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 when and so often as we may reasonably require whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in case of death.

### Can insurance under this rider be converted to a policy of individual insurance upon termination?

No. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.

  
Secretary

  
President



# Dependents Term Life Insurance Policy Rider

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

MINNESOTA LIFE

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a rider to the group policy will not apply to dependents coverage provided by this rider.

### What does this rider provide?

This rider provides insurance on the lives of the insured employee's eligible dependents.

### What members of the insured employee's family are eligible for insurance under this rider?

The following members of the insured employee's family are eligible for insurance under this rider:

- (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 the policy to which this rider is attached; and
- (2) the insured employee's children, stepchildren, and legally adopted children, who are unmarried and dependent on the insured for financial support. Children are eligible from 14 days old to the attainment of age 19, or to the attainment of age 25 if a full-time student in an accredited educational institution. Children age 19 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 19 (25 if a full-time student) and are financially dependent on the employee for more than one-half of their support and maintenance.

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

Any dependent child who, subsequent to the effective date of the insured employee's child life insurance, meets the requirements of this provision will become insured on the date he or she so qualifies.

### When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to the group policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll for coverage under this rider within the enrollment period shown on the specifications page attached to the group policy; or
- (3) dependents insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit evidence of insurability that was required for a dependent or that which was submitted was not satisfactory to us; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this rider.

### 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 are satisfied with the dependent's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

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. However, in no event will insurance on a dependent be effective before the insured employee's insurance under the group policy is effective.

## Death Benefit

### What is the amount of life insurance on each insured dependent?

The amount of life insurance on each insured dependent is shown on the specifications page attached to the group policy. In no event may the amount of insurance exceed the amount of insurance for which the employee is eligible.



## To whom will we pay the death benefit?

The death benefit payable under this rider will be paid to the insured employee if living, otherwise to his or her estate.

## Termination

### When does an insured dependent's coverage under this rider terminate?

An insured dependent's coverage ends 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 premium contribution which is not paid; or
- (3) the last day for which premium contributions have been made following an employee's written request that insurance on his or her eligible dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy.

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

### When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

## Additional Information

### What is the conversion right under this rider?

If an insured dependent's coverage under this rider terminates because he or she is no longer eligible, or because of the death of the insured employee, or because of termination or amendment of this rider, the insurance may be converted to a policy of individual insurance with Minnesota Life.

Conversion may be requested by the insured employee, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

### Does the Waiver of Premium rider to the group policy apply to insured dependents?

The Waiver of Premium rider to the group policy will not apply to disabilities for dependents covered under this rider.

However, if, due to the insured employee's disability, his or her insurance is continued in force without further payment of premiums due to the Waiver of Premium rider to the group policy, any dependents insurance provided by this rider shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until the insured employee's insurance is no longer continued in force due to the Waiver of Premium rider to the group policy.

This provision is not applicable if the dependent's insurance has been converted under the conversion right section of this rider, unless the converted policy is surrendered without claim except for refund of premiums.



Secretary



President



# Term Life Insurance Portability Policy Rider

MINNESOTA LIFE

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

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation and provision of the group policy unless otherwise expressly provided for herein.

### What does this rider provide?

This rider provides for continuation of group life insurance for insureds who no longer meet the eligibility requirements of the group policy except as provided for herein.

To continue coverage under the provisions of this rider, an eligible insured must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Evidence of insurability will not be required. Coverage provided by this rider will then be deemed effective retroactive to the beginning of the 31-day period. 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 rider?

A certificate holder is eligible to continue insurance under this rider if he or she, except as provided by this rider, no longer meets the eligibility requirements of the group policy 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.

The certificate holder will not be eligible to request coverage under this rider if he or she:

- (1) has attained the age of 70; or
- (2) has converted his or her insurance to an individual life policy under the terms of the group policy's conversion right section; or
- (3) was not actively at work due to sickness or injury on the day immediately preceding his or her portability date; or
- (4) loses eligibility due to termination of the group policy.

### What insurance can be continued under this rider?

Both contributory and noncontributory insurance may be continued under this rider. If the certificate holder elects to continue his or her own coverage according to the provisions of this rider, he or she may also elect to continue contributory insurance for any other individual insured under his or her certificate. The certificate holder may also continue coverage under all supplements to such certificate by which he or she was insured immediately preceding his or her portability date except the Term Life Waiver of Premium and Accidental Death and Dismemberment Certificate Supplements, which shall terminate upon porting.

The amount of insurance continued under this rider for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

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

The minimum amount of insurance that can be continued on the life of a certificate holder under this rider is \$10,000. The minimum does not apply to any other insureds covered under this rider.

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

The maximum amount of insurance that can be continued under this rider is the amount of insurance that was in force on the insured's portability date, but not more than \$300,000 for an employee or \$150,000 for a spouse. However, for a certificate holder who is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$195,000 for an employee or \$97,500 for a spouse.

### Will the amount of insurance continued under this rider change?

Yes. When an insured attains age 65, the amount of insurance on his or her life continued under this rider will reduce to 65% of the amount of insurance in force on the day prior to his or her attainment of age 65. Insurance terminates at age 70.

### Can a certificate holder request a change in his or her amount of insurance continued under this rider?

Yes. The certificate holder may elect to reduce the amount of insurance provided under his or her certificate. The remaining amount of insurance on the life of a certificate holder must be at least \$10,000.



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

**How will premium contributions be paid?**

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

**Can the premium rate change?**

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

**Can insurance continued under this rider be converted to a policy of individual insurance?**

Yes. At any time after insurance has been continued under the provisions of this rider, it may be converted to a policy of individual insurance with Minnesota Life. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

**What happens if a certificate holder again becomes eligible under the group policy?**

If a certificate holder who is continuing coverage under the provisions of this rider again meets the eligibility requirements of the group policy, not including the terms of this rider, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of the group policy, not including this rider, unless and until he or she no longer meets the eligibility requirements of the group policy and again returns to portability status as provided for herein.

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

Anything in the group policy notwithstanding, termination of the group policy by the policyholder or us will not terminate life insurance then in force for any person under the terms of this rider. 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 rider will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this rider terminate?".

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

**When will insurance continued under this rider terminate?**

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

- (1) the insured's 70th birthday; or
- (2) the date the certificate holder again meets the eligibility requirements of the group policy, not including the terms of this rider; or
- (3) in the case of a dependent child or a spouse who is insured by a rider to the certificate holder's coverage, the date the certificate holder's coverage is no longer being continued under this rider, or the date the certificate holder's spouse or child ceases to be eligible as defined under the terms of the group policy; or
- (4) 31 days after the due date of any premium contribution which is not made.

*Dennis E. Paskopas*  
Secretary

*Robert L. Sander*  
President



# Term Life Waiver of Premium Policy Rider

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

MINNESOTA LIFE

## General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The specifications page attached to the group policy indicates whether this rider applies to contributory insurance or noncontributory insurance. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.

### What does this rider provide?

This rider provides for waiver of premium for certificate holders who become totally disabled, as defined herein, while under age 60. Upon approval of proof of such disability, a certificate holder's insurance, including all riders applicable to such certificate holder which were in force on the date of the onset of the certificate holder's disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total disability.

### What is total disability?

Total disability is a disability which occurs while a certificate holder's insurance is in force and which results from an accidental injury or an illness that continuously prevents the certificate holder from engaging in any occupation for which he or she is reasonably suited by education, training, or experience. The certificate holder must be under the care of a licensed physician. The licensed physician cannot be the certificate holder or a member of the certificate holder's immediate family. For purposes of this rider, the certificate holder's immediate family consists of his or her spouse, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

### What is permanent disability?

Permanent disability is a total disability which has existed continuously for at least six months.

### Are there any limitations?

Yes. Insurance will not be continued if a certificate holder's disability results from intentionally self-inflicted injury, participation in or any attempt to commit a felony, or war or any act of war, whether declared or undeclared.

### Do premiums have to be paid for a certificate holder after he or she becomes disabled?

Yes. Premiums have to be paid after a certificate holder becomes disabled, but only until we approve his or her total disability claim. Continued payment prevents the possible loss of the certificate holder's coverage and eligibility if the claim is not approved.

### What if a certificate holder converts his or her group life insurance to a policy of individual insurance prior to the approval of his or her disability claim?

If a certificate holder's coverage has been converted in accordance with the conversion right section of the group policy, benefits under this rider will apply only if the converted policy is surrendered without claim, except for refund of premiums.

### What will be considered due proof of total disability?

A certificate holder must furnish evidence satisfactory to us that his or her disability:

- (1) commenced while his or her insurance under the group policy was in force; and
- (2) meets the definition of total disability; and
- (3) commenced before his or her 60th birthday; and
- (4) was continuous for six months or more.

We will, from time to time, also require additional proof satisfactory to us that the certificate holder continues to be totally disabled. We may also require that the certificate holder submit to one or more medical examinations at our expense, but not more often than once every three months.

If a certificate holder dies within one year of the date of onset of his or her disability, the certificate holder's beneficiary may claim benefits under this rider even if the certificate holder's premium payments were discontinued and he or she had not submitted due proof satisfactory to us of his or her total disability or was continuously disabled for less than six months. The certificate holder's beneficiary must submit due proof satisfactory to us that the certificate holder's total disability, which began before the certificate holder's premium payments were discontinued and before his or her 60th birthday, continued without interruption until his or her death.

### When must we be notified of a certificate holder's disability or death?

We must receive written notice at our home office of a certificate holder's total disability within one year of the date of onset of such disability. However, failure to give notice within the time provided will not invalidate the claim



if it is shown that notice was given as soon as reasonably possible.

We must receive written notice at our home office within one year of death that a certificate holder died during a period of continuance provided by this rider. Proof must be furnished that he or she continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time frame, there shall be no liability for any payment under this rider.

**What is the amount of insurance to be continued without payment of premium under this rider?**

The amount of insurance continued without payment of premium shall be the amount of insurance that was in force on the date of onset of total disability.

If the group policy provides for reductions in amounts of insurance based on age or retirement, such reductions shall apply to the insurance of the disabled certificate holder.

**How long will insurance be continued without payment of premium?**

If a certificate holder becomes totally disabled, insurance will be continued, without payment of premium, until the earliest of:

- (1) the certificate holder's 65th birthday; or
- (2) the date the certificate holder recovers so that he or she is no longer totally disabled; or
- (3) the date the certificate holder fails to furnish proof of continued disability when requested or refuses to submit to a required medical examination.

However, if the group policy provides for termination of insurance at retirement, insurance provided under this rider will terminate when the insured employee retires, including normal or early retirement. The retirement date for an employee whose insurance is being continued by the terms of this rider 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 insured employee's presumed retirement date shall be age 65.

**What happens to a certificate holder's insurance when the waiver of premium benefit ends?**

When the benefits under this rider end according to the provisions of the section entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If the certificate holder is then eligible for coverage under the group policy, his or her insurance may be continued under the group policy provided that premiums are paid. The first such premium payment must be made within 31 days of the date the waiver of premium benefit ends.
- (2) If the certificate holder is no longer eligible for coverage under the group policy, he or she may convert coverage to an individual policy, as provided for under the conversion right section of the group policy.

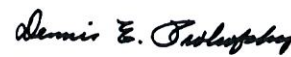
Insurance will end for a certificate holder unless, within 31 days of the date benefits under this rider end, premium payment is resumed or the insured applies to convert his or her coverage.

**When does this rider terminate?**

This rider will terminate on the earlier of:

- (1) the date we receive a written request to terminate this rider; or
- (2) the date the group policy is terminated.

Insurance being continued without further payment of premiums in accordance with the provisions of this rider will not end due solely to the termination of this rider or of the group policy.

  
Secretary

  
President



**MINNESOTA LIFE**

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

**GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING**

**Accidental Death and Dismemberment  
Certificate of Insurance**

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

**MINNESOTA LIFE**

Effective January 1, 2017  
as revised on January 18, 2017

**Read Your Certificate Carefully**

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

**Legal Actions**

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



Secretary



President

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**ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE**



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Minnesota Life's toll-free telephone number for information or to make a complaint at:

**1-855-651-3500**

You may also write to Minnesota Life at:

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

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Minnesota Life's para obtener información o para presentar una queja al:

**1-855-651-3500**

Usted también puede escribir a Minnesota Life:

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

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

### ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

# AD&D INSURANCE CERTIFICATE SPECIFICATIONS PAGE

## GENERAL INFORMATION

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority **POLICY NUMBER:** 33946-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011. This specifications page represents the plan in effect as of January 1, 2017.

**CERTIFICATE EFFECTIVE DATE:** The date that the certificate holder becomes insured under the group policy.

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 active full-time employees and retired employees. Spouses and dependent children of employees are eligible as stated in the group policy and this specifications page.

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 60 days of employment.

**MINIMUM HOURS PER WEEK REQUIREMENT:** 32 hours per week.

## PLAN OF INSURANCE

### EMPLOYEE BENEFIT SCHEDULE

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

Eligible Class

All Employees

Amount of Insurance

An amount elected by the employee in an increment of \$10,000, subject to a maximum of \$500,000.

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

**AGE REDUCTIONS:**

The amount of insurance on an employee age 65 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>
65 – 69	65%
70 and over	50%

Age reductions will apply the policy anniversary date next following the employee's 65th and 70th birthdays.

**RETIREMENT REDUCTIONS:**

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

**CONTRIBUTORY/  
NONCONTRIBUTORY:**

All AD&D insurance is contributory insurance.

**INCREASES AND DECREASES:**

Requests made during an annual enrollment shall be effective on the general effective date of the annual enrollment. All increases are subject to the actively at work requirement.



**DEPENDENTS BENEFIT SCHEDULE**

**DEPENDENTS AD&D INSURANCE:**

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

**Employee's Family Consists of**

**Amount of AD&D Insurance**

Spouse and Eligible Children

Spouse: 50% of employee's amount of insurance  
Each Child: 10% of employee's amount of insurance

**GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

**CONTRIBUTORY/  
NONCONTRIBUTORY:**

All dependents insurance is contributory insurance.

**INCREASES AND DECREASES:**

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

## Definitions

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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 the group policy.

### **certificate effective date**

The date your coverage under this certificate becomes effective.

### **contributory insurance**

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

### **earnings**

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

### **employee**

An individual who is employed by the policyholder or by an associated company. 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 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 attached to this certificate.

### **specifications page**

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

### **waiting period**

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

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

Minnesota Life Insurance Company.

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

An insured employee.

## General Information

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

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

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

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

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



### **Can this certificate be amended?**

Yes. Your consent is not required to amend this certificate. Any amendment will be without prejudice to any claim for benefits incurred prior to the effective date of the amendment.

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

An employee is eligible if he or she:

- (1) is a member of the eligible group and of an eligible class identified in the group policy; and
- (2) works for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this certificate; and
- (3) has satisfied the waiting period, if any; and
- (4) meets the actively at work requirement described in the "What is the actively at work requirement?" provision of this section.

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

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

### **What is the actively at work requirement?**

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

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

### **When does your insurance become effective?**

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

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

If you are the spouse of an employee and you are hospitalized or confined because of illness or disease on the date your insurance would otherwise become

effective, the effective date of such insurance will be delayed until you are released from hospitalization or confinement.

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

Yes. The employer may continue your noncontributory insurance or allow you to continue your contributory insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff.

Continuation of your insurance is subject to certain time limits and conditions as stated in the group policy. If you stop active work for any reason, you should discuss with the employer what arrangements may be made to continue your insurance.

## **Premiums**

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### **When and how often are premiums due?**

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

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

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

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee; or
- (2) irrespective of any rate guarantee, anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% or more.

## **Accidental Death and Dismemberment Benefit**

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

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

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



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

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

TYPE OF LOSS	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%
Sight of One Eye .....	50%
Speech or Hearing .....	50%
One Hand or One Foot.....	50%
Thumb and Index Finger of One Hand .....	25%

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

A benefit is not payable for both loss of thumb and index finger of one hand and the loss of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the same loss of the same limb.

Benefits may be paid for more than one accidental injury, but the total amount of insurance payable for all of an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this certificate, will never exceed such insured's full amount of insurance shown on the specifications page attached to this certificate.

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

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

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

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

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

Written notice of injury on which a claim may be based must be given to us within 30 days after the accident. Proof of loss must be furnished to us within 90 days after the date of loss. However, failure to give such notice and proof within the time provided will not invalidate the claim if it is shown that notice and proof were given as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

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

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

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

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of your death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 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 your accidental death, we will pay the accidental death benefit to the beneficiary or beneficiaries. All other benefits will be payable to you, if living, otherwise to your estate.

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

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

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



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

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

### Can you add or change beneficiaries?

Yes. You can add or change beneficiaries if all of the following are true:

- (1) your coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) you have not assigned the ownership of your insurance.

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

## Exclusions

### What are the exclusions under this certificate?

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment results from or is caused directly or indirectly by any of the following:

- (1) suicide or attempted suicide, 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, 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. All provisions of the certificate, including but not limited to the Exclusions section, shall apply to these additional benefits.

### Air Bag Benefit

#### What is the air bag benefit?

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

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

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

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



## Dependent Child Education Benefit

### 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 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) your amount of AD&D insurance; or
- (3) \$12,000.

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

## Repatriation Benefit

### What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of Minnesota Life. This may or may not be the beneficiary for the rest of the accidental death proceeds. Minnesota Life may at its sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by Minnesota Life will be final and fully release and discharge Minnesota Life from any further liability under this repatriation benefit.

## Seatbelt Benefit

### What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional accidental death and dismemberment benefit equal to the lesser of \$25,000 or the insured's amount of insurance, provided:

- (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.

## Portability Benefit

### What is the portability benefit?

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

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

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

You are eligible to continue insurance under this benefit if you, except as provided by this benefit, no longer meet the eligibility requirements of this certificate due to any of the following:

- (1) you terminate employment, including retirement; or
- (2) you are 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.

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

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



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

Only contributory insurance may be continued under this benefit. If you elect to continue your own coverage according to the provisions of this benefit, you may also elect to continue contributory insurance for any other individual insured under your certificate. You may also continue coverage under all additional benefits to such certificate which apply to contributory insurance and by which you were insured immediately preceding your portability date.

The amount of insurance continued under this benefit for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

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

The minimum amount of insurance that can be continued under this benefit is \$10,000. The minimum does not apply to any other insureds covered under this benefit.

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

The maximum amount of insurance that can be continued under this benefit is the amount of insurance that was in force on the insured's portability date, but not more than \$300,000 for you or \$150,000 for your spouse. However, if an insured is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on the insured's portability date to a maximum of \$195,000 for you and \$97,500 for your spouse.

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

Yes. When the insured attains age 65, the amount of insurance continued under this benefit will reduce to 65% of the amount of insurance in force on the day prior to attainment of age 65. Insurance terminates at age 70.

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

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

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

### **How will premium contributions be paid?**

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

### **Can the premium rate change?**

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

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### **What happens if you again become eligible under this certificate?**

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

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

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

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

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

### **When will insurance continued under this benefit terminate?**

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

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

## **Termination**

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### **When does your insurance end?**

Your insurance ends on the earliest of the following:

- (1) the date the group policy ends; or
- (2) the date you no longer meet the eligibility requirements, unless the insurance can be continued under the portability provisions; or



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

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

#### **Can your coverage be reinstated after termination?**

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

#### **When does the group policy terminate?**

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

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

## **Family Coverage**

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

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

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

- (1) your lawful spouse who is not legally separated from you and who is not eligible for insurance as an employee under this certificate; and
- (2) your children, stepchildren, and legally adopted children. Children are eligible from live birth (stillborn and unborn children are not eligible) to the attainment of age 26. 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.

If both parents of a child qualify as eligible employees under the group policy, the child shall be considered a dependent of only one parent for purposes of this benefit.

If any child qualifies as an eligible employee under the group policy, he or she is not eligible to be insured as a dependent child.

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

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

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

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

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

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

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

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

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



The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the insured dependent's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 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 you, if living, otherwise to your estate.

## **Dependents Benefit Termination**

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

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

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

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

## **Additional Information**

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

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

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

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

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

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

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

Any statements the insured makes in his or her signed application will, 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 signed application attached to the insured's certificate and a copy containing the statement is furnished to the insured or the insured's beneficiary or personal representative.

### **Can your insurance be assigned?**

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

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

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

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



**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE  
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**  
(For insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not protect all or part of your policy because of statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at that time (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, ONLY if the following conditions are met:
  - 1) The policyholder has a policy with a company domiciled in Texas;
  - 2) The policyholder's state of residence has a similar guaranty association; and
  - 3) The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

**Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

**Insurance companies and agents are prohibited by law from using the existence of the association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.**

Texas Life and Health Insurance  
Guaranty Association  
515 Congress Avenue, Suite 1875  
Austin, Texas 78701  
800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)



**MINNESOTA LIFE**

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

**ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE**

## Accidental Death and Dismemberment Policy Amendment #1

**MINNESOTA LIFE**

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

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To be attached to and made a part of Group Policy No. 33946-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The following changes are made to the policy:

1. The policy anniversary date is changed to January 1 beginning January 1, 2017.
2. The waiting period is changed to be the first day of the month following 60 days of employment.

As a result of these changes, the Group Policy Specifications Page effective March 1, 2011 is replaced with the attached Group Policy Specifications Page effective January 1, 2017.

Agreed to by Minnesota Life Insurance Company this 15th day of December, 2016.

By



LL

Vice President and Actuary



## AD&D INSURANCE POLICY SPECIFICATIONS PAGE

### GENERAL INFORMATION

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority **POLICY NUMBER:** 33946-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011. This specifications page represents the plan in effect as of January 1, 2017.

**POLICY ANNIVERSARY DATE:** January 1 of each year beginning January 1, 2017.

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

**GROUP:** The group is composed of active full-time employees and retired employees. Spouses and dependent children of employees are eligible as stated in the group policy and this specifications page.

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 60 days of employment.

**MINIMUM HOURS PER WEEK REQUIREMENT:** 32 hours per week.

### PLAN OF INSURANCE

#### EMPLOYEE BENEFIT SCHEDULE

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

Eligible Class

All Employees

Amount of Insurance

An amount elected by the employee in an increment of \$10,000, subject to a maximum of \$500,000.

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

#### AGE REDUCTIONS:

The amount of insurance on an employee age 65 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>
65 – 69	65%
70 and over	50%

Age reductions will apply the policy anniversary date next following the employee's 65th and 70th birthdays.

#### RETIREMENT REDUCTIONS:

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

#### CONTRIBUTORY/ NONCONTRIBUTORY:

All AD&D insurance is contributory insurance.

#### INCREASES AND DECREASES:

Requests made during an annual enrollment shall be effective on the general effective date of the annual enrollment. All increases are subject to the actively at work requirement.

**DEPENDENTS BENEFIT SCHEDULE**

**DEPENDENTS AD&D INSURANCE:**

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

<b><u>Employee's Family Consists of</u></b>	<b><u>Amount of AD&amp;D Insurance</u></b>
Spouse and Eligible Children	Spouse: 50% of employee's amount of insurance Each Child: 10% of employee's amount of insurance

**GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

**CONTRIBUTORY/  
NONCONTRIBUTORY:**

All dependents insurance is contributory insurance.

**INCREASES AND DECREASES:**

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



# Accidental Death and Dismemberment Insurance Policy

MINNESOTA LIFE

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

## 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

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.



Secretary



President

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## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY • NONPARTICIPATING

02-30428.42

Minnesota Life 1  
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## AD&D INSURANCE POLICY SPECIFICATIONS PAGE

### GENERAL INFORMATION

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority **POLICY NUMBER:** 33946-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011

**POLICY ANNIVERSARY DATE:** February 1 of each year beginning February 1, 2012

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

**GROUP:** The group is composed of active full-time employees and retired employees. Spouses and dependent children of employees are eligible as stated in the group policy and this specifications page.

**WAITING PERIOD:** None

**MINIMUM HOURS PER WEEK REQUIREMENT:** 32 hours per week.

### PLAN OF INSURANCE

#### EMPLOYEE BENEFIT SCHEDULE

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

Eligible Class

Amount of Insurance

All Employees

An amount elected by the employee in an increment of \$10,000, subject to a maximum of \$500,000.

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

#### AGE REDUCTIONS:

The amount of insurance on an employee age 65 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>
65 – 69	65%
70 and over	50%

Age reductions will apply the policy anniversary date next following the employee's 65th and 70th birthdays.

#### RETIREMENT REDUCTIONS:

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

#### CONTRIBUTORY/ NONCONTRIBUTORY:

All AD&D insurance is contributory insurance.

#### INCREASES AND DECREASES:

Requests made during an annual enrollment shall be effective on the general effective date of the annual enrollment. All increases are subject to the actively at work requirement.



**DEPENDENTS BENEFIT SCHEDULE**

**DEPENDENTS AD&D INSURANCE:**

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

<b><u>Employee's Family Consists of</u></b>	<b><u>Amount of AD&amp;D Insurance</u></b>
Spouse and Eligible Children	Spouse: 50% of employee's amount of insurance Each Child: 10% of employee's amount of insurance

**GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

**CONTRIBUTORY/  
NONCONTRIBUTORY:**

All dependents insurance is contributory insurance.

**INCREASES AND DECREASES:**

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

## Definitions

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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 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, 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, 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.

### **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

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### **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. 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.

### **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, fully performing his or her customary duties for his or her regularly scheduled hours at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

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

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

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

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



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

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

## Premiums

### When and how often are premiums due?

Unless 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 15% 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.

02-30428.42

## 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%
Sight of One Eye.....	50%
Speech or Hearing.....	50%
One Hand or One Foot.....	50%
Thumb and Index Finger of One Hand.....	25%

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

A benefit is not payable for both loss of thumb and index finger of one hand and the loss of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the same loss of the same limb.

Benefits may be paid for more than one accidental injury, but the total amount of insurance payable for all of an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this policy, will never exceed such insured's full amount of insurance shown on the specifications page attached to this policy.



**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 and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

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, 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 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 or by any other method made available under the plan. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving 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, 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.

- (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.

### **Dependent Child Education Benefit**

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

We will pay an education benefit on behalf of the insured's dependent children if an insured employee dies as a result of a covered accident and is survived by one or more insured dependent children, provided that:

- (1) at the time of the insured employee's 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 the employee's death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) the insured employee's amount of insurance; or
- (3) \$12,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 25. The benefit will be paid to the 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.

## **Additional Benefits**

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

### **Air Bag Benefit**

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

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



## Repatriation Benefit

### What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of Minnesota Life. This may or may not be the beneficiary for the rest of the accidental death proceeds. Minnesota Life may at its sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by Minnesota Life will be final and fully release and discharge Minnesota Life from any further liability under this repatriation benefit.

## Seatbelt Benefit

### What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional accidental death and dismemberment benefit equal to the lesser of \$25,000 or the full amount payable due to the death provided:

- (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.

## Portability Benefit

### What is the portability benefit?

The portability benefit provides for continuation of group accidental death and dismemberment insurance if a certificate holder no longer meets the eligibility requirements of this group policy, except as provided for herein.

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

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

A certificate holder 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 this policy 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.

The certificate holder will not be eligible to request coverage under this benefit if he or she:

- (1) has attained the age of 70; or
- (2) has converted his or her insurance to an individual life policy under the terms of the group policy's conversion right section; or
- (3) was not actively at work due to sickness or injury on the day immediately preceding his or her portability date; or
- (4) loses eligibility due to termination of this policy.

## What insurance can be continued under this benefit?

Only contributory insurance may be continued under this benefit. If the certificate holder 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 individual insured under his or her certificate. The certificate holder may also continue coverage under all additional benefits to such certificate which apply to contributory insurance and by which he or she was insured immediately preceding his or her portability date.

The amount of insurance continued under this benefit for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

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

The minimum amount of insurance that can be continued under this benefit is \$10,000. The minimum does not apply to any other insureds covered under this benefit.

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

The maximum amount of insurance that can be continued under this benefit is the amount of insurance that was in force on the insured's portability date, but not more than \$300,000 for an employee or \$150,000 for a spouse.



However, for an insured who is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$195,000 for an employee or \$97,500 for a spouse.

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

Yes. When an insured attains age 65, the amount of insurance continued under this benefit will reduce to 65% of the amount of insurance in force on the day prior to his or her attainment of age 65. Insurance terminates at age 70.

#### **Can a certificate holder request a change in his or her amount of insurance continued under this benefit?**

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

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

#### **How will premium contributions be paid?**

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

#### **Can the premium rate change?**

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

#### **What happens if a certificate holder again becomes eligible under this policy?**

If a certificate holder who is continuing coverage under the provisions of this benefit again meets the eligibility requirements of this policy, not including the terms of this benefit, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of this policy, not including this benefit, unless and until he or she no longer meets the eligibility requirements of this policy and again returns to portability status as provided for herein. An insured cannot be covered under this policy with both portability status and non-portability status.

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

Anything in this policy notwithstanding, termination of this policy by the policyholder or us will not terminate insurance then in force for any person under the terms of this benefit. This policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

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

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

#### **When will insurance continued under this benefit terminate?**

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

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

## **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, unless the insurance can be continued under the portability provisions; or
- (3) the date this policy is amended so the certificate holder 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 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 subsequently becomes eligible again, the employer may reinstate such coverage under this policy, according



to its own rules and time frames, without the need to satisfy any waiting period.

### **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 AD&D coverage for his or her eligible dependents as described below. All provisions of the policy applicable to an "insured," including but not limited to references in the Exclusions and Additional Benefits sections, shall apply to a dependent insured hereunder.

### **What members of 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 eligible for insurance as an employee under this policy; and
- (2) the insured employee's children, stepchildren, and legally adopted children, who are unmarried, dependent on the insured employee for financial support. Children are eligible from 14 days old to the attainment of age 19, or to the attainment of age 25 if a full-time student in an accredited educational institution. Children age 19 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 19 (25 if a full-time student) and are financially dependent on the employee for more than one-half of their support and maintenance.

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 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. However, in no event will insurance on a dependent be effective before the insured employee's insurance under this policy is effective.

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

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

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

We will pay the accidental death or dismemberment benefit upon receipt 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.



## **Dependents Benefit Termination**

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

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

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

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

## **Additional Information**

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

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

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

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

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

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

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

Any statements the insured makes in his or her signed application will, 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 signed application attached to the insured's certificate, and a copy containing the statement is furnished to the insured or the insured's beneficiary or personal representative.

### **Can 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**



## Accidental Death and Dismemberment Policy Amendment #1

**MINNESOTA LIFE**

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

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To be attached to and made a part of Group Policy No. 33946-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The following changes are made to the policy:

1. The policy anniversary date is changed to January 1 beginning January 1, 2017.
2. The waiting period is changed to be the first day of the month following 60 days of employment.

As a result of these changes, the Group Policy Specifications Page effective March 1, 2011 is replaced with the attached Group Policy Specifications Page effective January 1, 2017.

Agreed to by Minnesota Life Insurance Company this 15th day of December, 2016.

By  \_\_\_\_\_ LL  
Vice President and Actuary

## AD&D INSURANCE POLICY SPECIFICATIONS PAGE

### GENERAL INFORMATION

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority **POLICY NUMBER:** 33946-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011. This specifications page represents the plan in effect as of January 1, 2017.

**POLICY ANNIVERSARY DATE:** January 1 of each year beginning January 1, 2017.

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

**GROUP:** The group is composed of active full-time employees and retired employees. Spouses and dependent children of employees are eligible as stated in the group policy and this specifications page.

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 60 days of employment.

**MINIMUM HOURS PER WEEK REQUIREMENT:** 32 hours per week.

### PLAN OF INSURANCE

#### EMPLOYEE BENEFIT SCHEDULE

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

Eligible Class

Amount of Insurance

All Employees

An amount elected by the employee in an increment of \$10,000, subject to a maximum of \$500,000.

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

#### AGE REDUCTIONS:

The amount of insurance on an employee age 65 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>
65 – 69	65%
70 and over	50%

Age reductions will apply the policy anniversary date next following the employee's 65th and 70th birthdays.

#### RETIREMENT REDUCTIONS:

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

#### CONTRIBUTORY/ NONCONTRIBUTORY:

All AD&D insurance is contributory insurance.

#### INCREASES AND DECREASES:

Requests made during an annual enrollment shall be effective on the general effective date of the annual enrollment. All increases are subject to the actively at work requirement.



## DEPENDENTS BENEFIT SCHEDULE

### **DEPENDENTS AD&D INSURANCE:**

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

#### Employee's Family Consists of

#### Amount of AD&D Insurance

Spouse and Eligible Children

Spouse: 50% of employee's amount of insurance  
Each Child: 10% of employee's amount of insurance

### **GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

#### **CONTRIBUTORY/ NONCONTRIBUTORY:**

All dependents insurance is contributory insurance.

#### **INCREASES AND DECREASES:**

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

# Accidental Death and Dismemberment Insurance Policy

**MINNESOTA LIFE**

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

## 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

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.



Secretary



President

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## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY • NONPARTICIPATING



## AD&D INSURANCE POLICY SPECIFICATIONS PAGE

### GENERAL INFORMATION

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority **POLICY NUMBER:** 33946-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011

**POLICY ANNIVERSARY DATE:** February 1 of each year beginning February 1, 2012

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

**GROUP:** The group is composed of active full-time employees and retired employees. Spouses and dependent children of employees are eligible as stated in the group policy and this specifications page.

**WAITING PERIOD:** None

**MINIMUM HOURS PER WEEK REQUIREMENT:** 32 hours per week.

### PLAN OF INSURANCE

#### EMPLOYEE BENEFIT SCHEDULE

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

Eligible Class

Amount of Insurance

All Employees

An amount elected by the employee in an increment of \$10,000, subject to a maximum of \$500,000.

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

#### AGE REDUCTIONS:

The amount of insurance on an employee age 65 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>
65 – 69	65%
70 and over	50%

Age reductions will apply the policy anniversary date next following the employee's 65th and 70th birthdays.

#### RETIREMENT REDUCTIONS:

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

#### CONTRIBUTORY/ NONCONTRIBUTORY:

All AD&D insurance is contributory insurance.

#### INCREASES AND DECREASES:

Requests made during an annual enrollment shall be effective on the general effective date of the annual enrollment. All increases are subject to the actively at work requirement.

**DEPENDENTS BENEFIT SCHEDULE**

**DEPENDENTS AD&D INSURANCE:**

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

<b><u>Employee's Family Consists of</u></b>	<b><u>Amount of AD&amp;D Insurance</u></b>
Spouse and Eligible Children	Spouse: 50% of employee's amount of insurance Each Child: 10% of employee's amount of insurance

**GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

**CONTRIBUTORY/  
NONCONTRIBUTORY:**

All dependents insurance is contributory insurance.

**INCREASES AND DECREASES:**

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



## Definitions

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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 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, 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, 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.

### **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

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### **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. 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.

### **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, fully performing his or her customary duties for his or her regularly scheduled hours at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

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

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

Except as otherwise provided for in this 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 who is not actively at work due to sickness, injury, leave of absence or temporary layoff, subject to the employer's practices and procedures, including the employer's limits on the length of continuation allowed for the type of absence. Continuation is contingent upon continued premium payment and is subject to the following maximum time frames:

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



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

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

## Premiums

### When and how often are premiums due?

Unless 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 15% 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.

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## 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%
Sight of One Eye .....	50%
Speech or Hearing .....	50%
One Hand or One Foot .....	50%
Thumb and Index Finger of One Hand .....	25%

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

A benefit is not payable for both loss of thumb and index finger of one hand and the loss of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the same loss of the same limb.

Benefits may be paid for more than one accidental injury, but the total amount of insurance payable for all of an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this policy, will never exceed such insured's full amount of insurance shown on the specifications page attached to this policy.



### **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 and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

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, 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 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 or by any other method made available under the plan. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving 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, 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.
- (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.

### **Dependent Child Education Benefit**

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

We will pay an education benefit on behalf of the insured's dependent children if an insured employee dies as a result of a covered accident and is survived by one or more insured dependent children, provided that:

- (1) at the time of the insured employee's 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 the employee's death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) the insured employee's amount of insurance; or
- (3) \$12,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 25. The benefit will be paid to the 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.

## **Additional Benefits**

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

### **Air Bag Benefit**

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

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



## Repatriation Benefit

### What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of Minnesota Life. This may or may not be the beneficiary for the rest of the accidental death proceeds. Minnesota Life may at its sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by Minnesota Life will be final and fully release and discharge Minnesota Life from any further liability under this repatriation benefit.

## Seatbelt Benefit

### What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional accidental death and dismemberment benefit equal to the lesser of \$25,000 or the full amount payable due to the death provided:

- (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.

## Portability Benefit

### What is the portability benefit?

The portability benefit provides for continuation of group accidental death and dismemberment insurance if a certificate holder no longer meets the eligibility requirements of this group policy, except as provided for herein.

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

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

A certificate holder 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 this policy 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.

The certificate holder will not be eligible to request coverage under this benefit if he or she:

- (1) has attained the age of 70; or
- (2) has converted his or her insurance to an individual life policy under the terms of the group policy's conversion right section; or
- (3) was not actively at work due to sickness or injury on the day immediately preceding his or her portability date; or
- (4) loses eligibility due to termination of this policy.

## What insurance can be continued under this benefit?

Only contributory insurance may be continued under this benefit. If the certificate holder 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 individual insured under his or her certificate. The certificate holder may also continue coverage under all additional benefits to such certificate which apply to contributory insurance and by which he or she was insured immediately preceding his or her portability date.

The amount of insurance continued under this benefit for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

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

The minimum amount of insurance that can be continued under this benefit is \$10,000. The minimum does not apply to any other insureds covered under this benefit.

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

The maximum amount of insurance that can be continued under this benefit is the amount of insurance that was in force on the insured's portability date, but not more than \$300,000 for an employee or \$150,000 for a spouse.



However, for an insured who is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$195,000 for an employee or \$97,500 for a spouse.

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

Yes. When an insured attains age 65, the amount of insurance continued under this benefit will reduce to 65% of the amount of insurance in force on the day prior to his or her attainment of age 65. Insurance terminates at age 70.

### **Can a certificate holder request a change in his or her amount of insurance continued under this benefit?**

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

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

### **How will premium contributions be paid?**

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

### **Can the premium rate change?**

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

### **What happens if a certificate holder again becomes eligible under this policy?**

If a certificate holder who is continuing coverage under the provisions of this benefit again meets the eligibility requirements of this policy, not including the terms of this benefit, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of this policy, not including this benefit, unless and until he or she no longer meets the eligibility requirements of this policy and again returns to portability status as provided for herein. An insured cannot be covered under this policy with both portability status and non-portability status.

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

Anything in this policy notwithstanding, termination of this policy by the policyholder or us will not terminate insurance then in force for any person under the terms of this benefit. This policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

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

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

### **When will insurance continued under this benefit terminate?**

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

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

## **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, unless the insurance can be continued under the portability provisions; or
- (3) the date this policy is amended so the certificate holder 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 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 subsequently becomes eligible again, the employer may reinstate such coverage under this policy, according



to its own rules and time frames, without the need to satisfy any waiting period.

### **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 AD&D coverage for his or her eligible dependents as described below. All provisions of the policy applicable to an "insured," including but not limited to references in the Exclusions and Additional Benefits sections, shall apply to a dependent insured hereunder.

### **What members of 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 eligible for insurance as an employee under this policy; and
- (2) the insured employee's children, stepchildren, and legally adopted children, who are unmarried, dependent on the insured employee for financial support. Children are eligible from 14 days old to the attainment of age 19, or to the attainment of age 25 if a full-time student in an accredited educational institution. Children age 19 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 19 (25 if a full-time student) and are financially dependent on the employee for more than one-half of their support and maintenance.

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 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. However, in no event will insurance on a dependent be effective before the insured employee's insurance under this policy is effective.

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

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

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

We will pay the accidental death or dismemberment benefit upon receipt 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.



## **Dependents Benefit Termination**

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

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

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

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

## **Additional Information**

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

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

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

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

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

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

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

Any statements the insured makes in his or her signed application will, 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 signed application attached to the insured's certificate, and a copy containing the statement is furnished to the insured or the insured's beneficiary or personal representative.

### **Can 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**

## Accidental Death and Dismemberment Policy Amendment #2

**MINNESOTA LIFE**

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

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To be attached to and made a part of Group Policy No. 33946-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.


The child eligibility definition is redefined. Children are eligible from live birth to age 26. The section titled "What members of your family are eligible for this benefit?" is amended to read as follows:

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

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

- (1) the insured employee's lawful spouse who is not legally separated from you and who is not eligible for insurance as an employee under this certificate; and
- (2) the insured employee's children, stepchildren, and legally adopted children. Children are eligible from live birth (stillborn and unborn children are not eligible) to the attainment of age 26. 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 the employee for more than one-half of their support and maintenance.

Agreed to by Minnesota Life Insurance Company this 18th day of January, 2017.

By  \_\_\_\_\_ LL  
Vice President and Actuary



## Accidental Death and Dismemberment Policy Amendment #1

**MINNESOTA LIFE**

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

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To be attached to and made a part of Group Policy No. 33946-G issued by Minnesota Life Insurance Company to Corpus Christi Regional Transportation Authority. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The following changes are made to the policy:

1. The policy anniversary date is changed to January 1 beginning January 1, 2017.
2. The waiting period is changed to be the first day of the month following 60 days of employment.

As a result of these changes, the Group Policy Specifications Page effective March 1, 2011 is replaced with the attached Group Policy Specifications Page effective January 1, 2017.

Agreed to by Minnesota Life Insurance Company this 15th day of December, 2016.

By



LL

Vice President and Actuary

## AD&D INSURANCE POLICY SPECIFICATIONS PAGE

### GENERAL INFORMATION

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority **POLICY NUMBER:** 33946-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011. This specifications page represents the plan in effect as of January 1, 2017.

**POLICY ANNIVERSARY DATE:** January 1 of each year beginning January 1, 2017.

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

**GROUP:** The group is composed of active full-time employees and retired employees. Spouses and dependent children of employees are eligible as stated in the group policy and this specifications page.

**WAITING PERIOD:** The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's completion of 60 days of employment.

**MINIMUM HOURS PER WEEK REQUIREMENT:** 32 hours per week.

### PLAN OF INSURANCE

#### EMPLOYEE BENEFIT SCHEDULE

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

Eligible Class

All Employees

Amount of Insurance

An amount elected by the employee in an increment of \$10,000, subject to a maximum of \$500,000.

#### GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

**AGE REDUCTIONS:**

The amount of insurance on an employee age 65 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>
65 – 69	65%
70 and over	50%

Age reductions will apply the policy anniversary date next following the employee's 65th and 70th birthdays.

**RETIREMENT REDUCTIONS:**

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

**CONTRIBUTORY/  
NONCONTRIBUTORY:**

All AD&D insurance is contributory insurance.

**INCREASES AND DECREASES:**

Requests made during an annual enrollment shall be effective on the general effective date of the annual enrollment. All increases are subject to the actively at work requirement.



## DEPENDENTS BENEFIT SCHEDULE

### **DEPENDENTS AD&D INSURANCE:**

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

#### Employee's Family Consists of

#### Amount of AD&D Insurance

Spouse and Eligible Children

Spouse: 50% of employee's amount of insurance  
Each Child: 10% of employee's amount of insurance

### **GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

#### **CONTRIBUTORY/ NONCONTRIBUTORY:**

All dependents insurance is contributory insurance.

#### **INCREASES AND DECREASES:**

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

# Accidental Death and Dismemberment Insurance Policy

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

MINNESOTA LIFE

## 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

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.



Secretary



President

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## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY • NONPARTICIPATING



**GENERAL INFORMATION**

**POLICYHOLDER:** Corpus Christi Regional Transportation Authority **POLICY NUMBER:** 33946-G

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

**POLICY EFFECTIVE DATE:** March 1, 2011

**POLICY ANNIVERSARY DATE:** February 1 of each year beginning February 1, 2012

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

**GROUP:** The group is composed of active full-time employees and retired employees. Spouses and dependent children of employees are eligible as stated in the group policy and this specifications page.

**WAITING PERIOD:** None

**MINIMUM HOURS PER WEEK REQUIREMENT:** 32 hours per week.

**PLAN OF INSURANCE**

**EMPLOYEE BENEFIT SCHEDULE**

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

**Eligible Class**

**Amount of Insurance**

All Employees

An amount elected by the employee in an increment of \$10,000, subject to a maximum of \$500,000.

**GENERAL PROVISIONS FOR EMPLOYEE INSURANCE**

**AGE REDUCTIONS:** The amount of insurance on an employee age 65 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>
65 – 69	65%
70 and over	50%

Age reductions will apply the policy anniversary date next following the employee's 65th and 70th birthdays.

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

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

**INCREASES AND DECREASES:** Requests made during an annual enrollment shall be effective on the general effective date of the annual enrollment. All increases are subject to the actively at work requirement.

## DEPENDENTS BENEFIT SCHEDULE

### **DEPENDENTS AD&D INSURANCE:**

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

<u>Employee's Family Consists of</u>	<u>Amount of AD&amp;D Insurance</u>
Spouse and Eligible Children	Spouse: 50% of employee's amount of insurance Each Child: 10% of employee's amount of insurance

### **GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

#### **CONTRIBUTORY/ NONCONTRIBUTORY:**

All dependents insurance is contributory insurance.

#### **INCREASES AND DECREASES:**

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



## Definitions

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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 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, 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, 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.

### **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

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### **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. 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.

### **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, fully performing his or her customary duties for his or her regularly scheduled hours at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

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

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

Except as otherwise provided for in this 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 who is not actively at work due to sickness, injury, leave of absence or temporary layoff, subject to the employer's practices and procedures, including the employer's limits on the length of continuation allowed for the type of absence. Continuation is contingent upon continued premium payment and is subject to the following maximum time frames:

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



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

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

## Premiums

### When and how often are premiums due?

Unless 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 15% 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.

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## 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%
Sight of One Eye.....	50%
Speech or Hearing.....	50%
One Hand or One Foot.....	50%
Thumb and Index Finger of One Hand.....	25%

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

A benefit is not payable for both loss of thumb and index finger of one hand and the loss of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the same loss of the same limb.

Benefits may be paid for more than one accidental injury, but the total amount of insurance payable for all of an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this policy, will never exceed such insured's full amount of insurance shown on the specifications page attached to this policy.



**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 and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

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, 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 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 or by any other method made available under the plan. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving 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, 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. All provisions of the policy, including but not limited to the Exclusions section, shall apply to these additional benefits.

### **Air Bag Benefit**

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

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

### **Dependent Child Education Benefit**

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

We will pay an education benefit on behalf of the insured's dependent children if an insured employee dies as a result of a covered accident and is survived by one or more insured dependent children, provided that:

- (1) at the time of the insured employee's 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 the employee's death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) the insured employee's amount of insurance; or
- (3) \$12,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 25. The benefit will be paid to the 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.



## Repatriation Benefit

### What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of Minnesota Life. This may or may not be the beneficiary for the rest of the accidental death proceeds. Minnesota Life may at its sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by Minnesota Life will be final and fully release and discharge Minnesota Life from any further liability under this repatriation benefit.

## Seatbelt Benefit

### What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional accidental death and dismemberment benefit equal to the lesser of \$25,000 or the full amount payable due to the death provided:

- (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.

## Portability Benefit

### What is the portability benefit?

The portability benefit provides for continuation of group accidental death and dismemberment insurance if a certificate holder no longer meets the eligibility requirements of this group policy, except as provided for herein.

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

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

A certificate holder 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 this policy 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.

The certificate holder will not be eligible to request coverage under this benefit if he or she:

- (1) has attained the age of 70; or
- (2) has converted his or her insurance to an individual life policy under the terms of the group policy's conversion right section; or
- (3) was not actively at work due to sickness or injury on the day immediately preceding his or her portability date; or
- (4) loses eligibility due to termination of this policy.

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

Only contributory insurance may be continued under this benefit. If the certificate holder 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 individual insured under his or her certificate. The certificate holder may also continue coverage under all additional benefits to such certificate which apply to contributory insurance and by which he or she was insured immediately preceding his or her portability date.

The amount of insurance continued under this benefit for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

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

The minimum amount of insurance that can be continued under this benefit is \$10,000. The minimum does not apply to any other insureds covered under this benefit.

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

The maximum amount of insurance that can be continued under this benefit is the amount of insurance that was in force on the insured's portability date, but not more than \$300,000 for an employee or \$150,000 for a spouse.



However, for an insured who is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$195,000 for an employee or \$97,500 for a spouse.

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

Yes. When an insured attains age 65, the amount of insurance continued under this benefit will reduce to 65% of the amount of insurance in force on the day prior to his or her attainment of age 65. Insurance terminates at age 70.

**Can a certificate holder request a change in his or her amount of insurance continued under this benefit?**

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

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

**How will premium contributions be paid?**

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

**Can the premium rate change?**

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

**What happens if a certificate holder again becomes eligible under this policy?**

If a certificate holder who is continuing coverage under the provisions of this benefit again meets the eligibility requirements of this policy, not including the terms of this benefit, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of this policy, not including this benefit, unless and until he or she no longer meets the eligibility requirements of this policy and again returns to portability status as provided for herein. An insured cannot be covered under this policy with both portability status and non-portability status.

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

Anything in this policy notwithstanding, termination of this policy by the policyholder or us will not terminate insurance then in force for any person under the terms of this benefit. This policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

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

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

**When will insurance continued under this benefit terminate?**

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

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

**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, unless the insurance can be continued under the portability provisions; or
- (3) the date this policy is amended so the certificate holder 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 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 subsequently becomes eligible again, the employer may reinstate such coverage under this policy, according



to its own rules and time frames, without the need to satisfy any waiting period.

### **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 AD&D coverage for his or her eligible dependents as described below. All provisions of the policy applicable to an "insured," including but not limited to references in the Exclusions and Additional Benefits sections, shall apply to a dependent insured hereunder.

### **What members of 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 eligible for insurance as an employee under this policy; and
- (2) the insured employee's children, stepchildren, and legally adopted children, who are unmarried, dependent on the insured employee for financial support. Children are eligible from 14 days old to the attainment of age 19, or to the attainment of age 25 if a full-time student in an accredited educational institution. Children age 19 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 19 (25 if a full-time student) and are financially dependent on the employee for more than one-half of their support and maintenance.

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 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. However, in no event will insurance on a dependent be effective before the insured employee's insurance under this policy is effective.

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

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

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

We will pay the accidental death or dismemberment benefit upon receipt 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.



## **Dependents Benefit Termination**

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

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

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

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

## **Additional Information**

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

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

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

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

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

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

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

Any statements the insured makes in his or her signed application will, 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 signed application attached to the insured's certificate, and a copy containing the statement is furnished to the insured or the insured's beneficiary or personal representative.

### **Can 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**

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: \_\_\_\_\_

VENDOR: UnitedHealthcare Insurance Company

PROJECT: RFP No. 2017-I-17

PAGE: 16 PARAGRAPH: \_\_\_\_\_ SUBJECT: Rates

Request:

What are the Supplemental Life age banded rates?

\_\_\_\_\_  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved: ✓ Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response:

*Please see Attached Rate Information.*

*Angelina Krizan*

\_\_\_\_\_  
Chief Executive Officer/Designee



Monthly cost per \$1,000  
Employee and Spouse Term Life

Age	Rate
<25	\$0.05
25-29	\$0.06
30-34	\$0.08
35-39	\$0.09
40-44	\$0.12
45-49	\$0.21
50-54	\$0.37
55-59	\$0.61
60-64	\$0.75
65-69	\$1.31
70-74	\$2.06
75+	\$2.38

Rates increase with age and are subject to change.

Child Term Life  
(one election covers all eligible children)

Coverage Option	Monthly Cost
\$10,000 per child	\$2.00

AD&D monthly cost per \$1,000

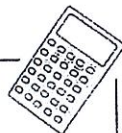
Employee Only	Family
\$0.05	\$0.08

How much life insurance do you need?

Visit [LifeBenefits.com/insuranceneeds](http://LifeBenefits.com/insuranceneeds) to use an interactive resource to help estimate the amount of insurance your family would need to meet financial obligations in the event of death.

Calculate your cost:  
(or see the attached rate chart)

Total coverage you need divided by 1,000	\$ _____
x your rate (from the table above)	\$ _____
= your monthly premium	\$ _____



Beneficiary Designations

Naming a beneficiary is an important right of life insurance ownership; this determines who receives the death benefit. It is recommended you review and update your elections periodically.

Your life insurance plan includes features and services at no additional cost, beyond the premiums you pay.

Plan Features

- **Waiver of Premium** - If you become totally and permanently disabled, life insurance premiums may be waived.
- **Accelerated Benefit** - If an insured person becomes terminally ill, he/she may be eligible to request early payment of up to 100% of the life insurance amount in force.
- **Accidental Death and Dismemberment (AD&D)** - Provides additional financial protection if death or dismemberment results from a covered accident, whether it occurs at work or elsewhere.
- **Portability** - If you are no longer eligible for group coverage, you have 31 days to port your group life insurance. Portable coverage ends at age 70. Premiums may be higher than those paid by active employees.
- **Conversion** - If you are no longer eligible for group coverage or your portability period is ending, you have 31 days to convert this coverage to an individual life insurance policy. Premiums may be higher than those paid by active employees.

LifeSuite Services

- **Travel Assistance** - Access to 24/7/365 emergency travel assistance services provided by RedpointWTP LLC. More information is available at [lifebenefits.com/travel](http://lifebenefits.com/travel), or by calling 1-855-516-5433.
- **Legal, Financial and Grief Counseling** - Services such as drafting legal documents and consultations are provided by Ceridian HCM, Inc. Additional information is available at [lifeworks.com](http://lifeworks.com); Username: lfg, Password: resources, or by calling 1-877-849-6034.
- **Legacy Planning** - Active and retired employees and their families can access resources to help work through end-of-life issues or plan a funeral. Visit: [LegacyPlanningResources.com](http://LegacyPlanningResources.com).
- **Beneficiary Financial Counseling** - Beneficiaries who receive at least \$25,000 in policy benefits may choose to use independent beneficiary counseling services from PricewaterhouseCoopers LLP.

For more information about LifeSuite Services visit:  
[brainshark.com/securian/LifeSuiteServices](http://brainshark.com/securian/LifeSuiteServices)

Convenient Payroll Deductions

- Premiums are automatically deducted from your paycheck.

Questions

Contact your benefits office or Ochs, Inc M-F 8:00 a.m. to 4:30 p.m. CT (Phone: 1-800-392-7295 or Email: [ochs@ochsinc.com](mailto:ochs@ochsinc.com))  
A representative is available to help you.

**Take Action - Enroll Now**

**Don't miss this enrollment opportunity!**

**Turn forms in to your Benefits Office.**

Ochs, Inc.  
A Securian Company

400 Robert Street North, Suite 1380 St. Paul, MN 55101  
[ochs@ochsinc.com](mailto:ochs@ochsinc.com) • 855-665-3789 • 1-800-392-7295  
[ochsinc.com](http://ochsinc.com)

Form Needs as of AD&D  
Rev. 11-2016

LifeSuite Service providers are not affiliated with Minnesota Life or its group contracts and may be discontinued at any time. Certain terms, conditions and restrictions may apply when utilizing the services. To learn more visit the appropriate website.

This is a summary of plan provisions related to the insurance policy issued by Minnesota Life, an affiliate of the Securian Financial Group, Inc. In the event of a conflict between this summary and the policy and/or certificate, the policy and/or certificate shall dictate the insurance provisions, exclusions, all limitations and terms of coverage.

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: 34

VENDOR: UnitedHealthcare Insurance Company

PROJECT: RFP No. 2017-I-17

PAGE: 34 PARAGRAPH: 2 SUBJECT: 18. Liquidated Damages

Request:

This item notes that liquidated damages have been included as part of the Scope of Work. In going to the Scope of Work, liquidated damages are not mentioned. How should we respond to this item? Please advise.

\_\_\_\_\_  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved: ✓ Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response: Does not apply.

Angelina Kaitan  
Chief Executive Officer/Designee



APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: \_\_\_\_\_

VENDOR: UnitedHealthcare Insurance Company

PROJECT: RFP No. 2017-I-17

PAGE: \_\_\_\_\_ PARAGRAPH: \_\_\_\_\_ SUBJECT: Questionnaire

Request:

Is there a formal questionnaire for RFP No.: 2017-I-17 that was not included in the RFP document? Or are all of the required items for this RFP included solely in the RFP document?

\_\_\_\_\_  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved: ✓ Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response: NO, there is no formal questionnaire. Yes, everything provided in RFP has been provided.

Angelina Datan  
Chief Executive Officer/Designee

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: \_\_\_\_\_

VENDOR: UnitedHealthcare Insurance Company

PROJECT: RFP No. 2017-I-17

PAGE: 16 PARAGRAPH:      SUBJECT: Commissions

Request:

How much should we include for commissions? Or will this be net of commissions?

\_\_\_\_\_  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved:   ✓   Disapproved:            Clarification:           

Response: Commissions are at the discretion of the carrier

Angelina Haitan

Chief Executive Officer/Designee



APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: \_\_\_\_\_

VENDOR: UnitedHealthcare Insurance Company

PROJECT: RFP No. 2017-I-17

PAGE: 16 PARAGRAPH: \_\_\_\_\_ SUBJECT: Guarantee Issue Levels

Request:

What are the Guarantee Issue levels for Supplemental Life?

\_\_\_\_\_  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved: ✓ Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response: Employee = \$100,000 Spouse = \$25,000  
Carrier to provide GI on all current voluntary coverages; All GI's are subject to spreadsheet enrollment with no wet signature requirements; New Full-time employees are eligible 60 days following the date of hire and have that entire period to apply for GI.  
Angelina Saitan  
\_\_\_\_\_  
Chief Executive Officer/Designee

4. The CCRTA's response to RFIs submitted by MetLife is as follows:



APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: \_\_\_\_\_

VENDOR: MetLife

PROJECT: RFP No. 2017-I-17

PAGE: \_\_\_\_\_ PARAGRAPH: \_\_\_\_\_ SUBJECT Benefits Effective Date

Request:

Please confirm the requested effective date.

  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved:  Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response: Tentative contract award date of February 7, 2018; possible effective date of 3-1-18 with subsequent renewal date of 01/01.

  
Chief Executive Officer/Designee

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: \_\_\_\_\_

VENDOR: MetLife

PROJECT: RFP No. 2017-I-17

PAGE: \_\_\_\_\_ PARAGRAPH: \_\_\_\_\_ SUBJECT Plan Design

Request:

Please provide the current benefit summary.

  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved:  Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response: Please See Attached Plan Summary.

  
Chief Executive Officer/Designee



## Corpus Christi Regional Transportation Authority

# Your Group Life Insurance Benefits



### GUARANTEED ISSUE

Your employer offers Term Life and Accidental Death and Dismemberment (AD&D) insurance to benefit eligible employees. Coverage is underwritten by Minnesota Life Insurance Company and administered by Ochs, Inc.

#### BASIC TERM LIFE (employer paid)

##### Amount

- \$100,000
- Coverage reduces beginning at age 65 (see certificate)

##### Additional Information

- **Employer provided** - no election required
- Includes a matching AD&D benefit

#### New Hires -

can elect coverage during their 31 day initial enrollment period - without health questions. Evidence of Insurability will be required outside of this opportunity (except for a qualified family status change) and also for elections greater than the guaranteed amounts below.

#### Guaranteed Amounts<sup>1</sup>

- **Employees** - up to \$100,000
- **Your spouse** - up to \$25,000
- **Your children** - \$10,000
- **Employee or Family AD&D** - All coverage is Guaranteed

#### SUPPLEMENTAL LIFE PROGRAM (employee paid)

**Build a stronger financial package to protect your family against the unexpected loss of life and income during your working years.**

Through a **Supplemental Term Life Program**, employees can elect additional insurance for themselves, their spouse and their children. Enrolling for employee or spouse supplemental term life will require Evidence of Insurability (EOI) and underwriting approval - except as a new hire or if a qualified family status change occurs, at which time guaranteed issue (GI) coverage is available.<sup>1</sup>

Coverage	Amount	Additional Information
<b>Employee Supplemental Term Life</b>	<ul style="list-style-type: none"> <li>• \$5,000 increments</li> <li>• Maximum: \$300,000</li> </ul>	<ul style="list-style-type: none"> <li>• Evidence of Insurability is required</li> <li>• <b>New hires</b> - see <b>Guaranteed Issue</b> opportunity<sup>1</sup></li> </ul>
<b>Spouse Term Life</b>	<ul style="list-style-type: none"> <li>• \$5,000 increments</li> <li>• Maximum: \$150,000</li> </ul>	<ul style="list-style-type: none"> <li>• A spouse is not eligible if also eligible as an employee</li> <li>• Evidence of Insurability is required</li> <li>• <b>New hires</b> - see <b>Guaranteed Issue</b> opportunity<sup>1</sup></li> </ul>
<b>Child Term Life</b>	<ul style="list-style-type: none"> <li>• \$10,000</li> <li>• Children 14 days to 6 months receive \$1,000</li> </ul>	<ul style="list-style-type: none"> <li>• Children are eligible from 14 days to age 19 or 25 if a full-time student</li> <li>• A child may only be covered by one parent if both are employees</li> <li>• Evidence of Insurability is required</li> <li>• <b>New hires</b> - see <b>Guaranteed Issue</b> opportunity<sup>1</sup></li> </ul>
<b>Employee or Family AD&amp;D</b>	<ul style="list-style-type: none"> <li>• \$10,000 increments</li> <li>• Employee maximum: \$500,000; Family benefit is a percentage of employee election</li> </ul>	<ul style="list-style-type: none"> <li>• Elections are <b>Guaranteed</b> each annual enrollment</li> <li>• Family Plan: spouse benefit = 50% of employee's elected amount; child benefit = 10% of employee's elected amount - see certificate</li> <li>• <b>New hires</b> - see <b>Guaranteed Issue</b> opportunity<sup>1</sup></li> </ul>

<sup>1</sup>GI amounts are available for new hires as of the policy effective date and for newly eligible employees or qualified family status changes (i.e. marriage or birth/adoption of a child). Amounts are subject to plan maximums.



**Monthly cost per \$1,000  
Employee and Spouse Term Life**

Age	Rate
<25	\$0.05
25-29	\$0.06
30-34	\$0.08
35-39	\$0.09
40-44	\$0.12
45-49	\$0.21
50-54	\$0.37
55-59	\$0.61
60-64	\$0.75
65-69	\$1.31
70-74	\$2.06
75+	\$2.38

Rates increase with age and are subject to change.

**Child Term Life  
(one election covers all eligible children)**

Coverage Option	Monthly Cost
\$10,000 per child	\$2.00

**AD&D monthly cost per \$1,000**

Employee Only	Family
\$0.05	\$0.08

**How much life insurance do you need?**

Visit [LifeBenefits.com/insuranceneeds](http://LifeBenefits.com/insuranceneeds) to use an interactive resource to help estimate the amount of insurance your family would need to meet financial obligations in the event of death.



**Calculate your cost:**  
(or see the attached rate chart)

Total coverage you need divided by 1,000	\$ _____
x your rate (from the table above)	\$ _____
<b>= your monthly premium</b>	\$ _____

**Beneficiary Designations**

Naming a beneficiary is an important right of life insurance ownership; this determines who receives the death benefit. It is recommended you review and update your elections periodically.

Your life insurance plan includes features and services at no additional cost, beyond the premiums you pay.

**Plan Features**

- **Waiver of Premium** - If you become totally and permanently disabled, life insurance premiums may be waived.
- **Accelerated Benefit** - If an insured person becomes terminally ill, he/she may be eligible to request early payment of up to 100% of the life insurance amount in force.
- **Accidental Death and Dismemberment (AD&D)** - Provides additional financial protection if death or dismemberment results from a covered accident, whether it occurs at work or elsewhere.
- **Portability** - If you are no longer eligible for group coverage, you have 31 days to port your group life insurance. Portable coverage ends at age 70. Premiums may be higher than those paid by active employees.
- **Conversion** - If you are no longer eligible for group coverage or your portability period is ending, you have 31 days to convert this coverage to an individual life insurance policy. Premiums may be higher than those paid by active employees.

**LifeSuite Services**

- **Travel Assistance** - Access to 24/7/365 emergency travel assistance services provided by RedpointWTP LLC. More information is available at [lifebenefits.com/travel](http://lifebenefits.com/travel), or by calling 1-855-516-5433.
- **Legal, Financial and Grief Counseling** - Services such as drafting legal documents and consultations are provided by Ceridian HCM, Inc. Additional information is available at [lifeworks.com](http://lifeworks.com); Username: lfg, Password: resources, or by calling 1-877-849-6034.
- **Legacy Planning** - Active and retired employees and their families can access resources to help work through end-of-life issues or plan a funeral. Visit: [LegacyPlanningResources.com](http://LegacyPlanningResources.com).
- **Beneficiary Financial Counseling** - Beneficiaries who receive at least \$25,000 in policy benefits may choose to use independent beneficiary counseling services from PricewaterhouseCoopers LLP.

For more information about LifeSuite Services visit:  
[brainshark.com/securian/LifeSuiteServices](http://brainshark.com/securian/LifeSuiteServices)

**Convenient Payroll Deductions**

- Premiums are automatically deducted from your paycheck.

**Questions**

Contact your benefits office or Ochs, Inc. M-F 8:00 a.m. to 4:30 p.m. CT (Phone: 1-800-392-7295 or Email: [ochs@ochsinc.com](mailto:ochs@ochsinc.com)). A representative is available to help you.

**Take Action - Enroll Now**

**Don't miss this enrollment opportunity!**

**Turn forms in to your Benefits Office.**

Ochs, Inc.  
A Securian Company

400 Robert Street North, Suite 1830, St. Paul, MN 55101  
[ochs@ochsinc.com](mailto:ochs@ochsinc.com) • 651-665-3739 • 1-800-392-7295  
[ochsinc.com](http://ochsinc.com)

Form Nat. b ee sp. ch. AD&D  
Rev. 11-2016

LifeSuite Service providers are not affiliated with Minnesota Life or its group contracts and may be discontinued at any time. Certain terms, conditions and restrictions may apply when utilizing the services. To learn more, visit the appropriate website.

This is a summary of plan provisions related to the insurance policy issued by Minnesota Life, an affiliate of the Securian Financial Group, Inc. In the event of a conflict between this summary and the policy and/or certificate, the policy and/or certificate shall dictate the insurance provisions, exclusions, all limitations, and terms of coverage.



APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit one form for each Request for Information/exception/approved equal)

Page: \_\_\_\_\_

VENDOR: MetLife \_\_\_\_\_

PROJECT: RFP No. 2017-I-17

PAGE: \_\_\_\_\_ PARAGRAPH: \_\_\_\_\_ SUBJECT Rates \_\_\_\_\_

Request:

Please provide the current Supplemental Life rates.

Jillene Brooks  
Signature

\*\*\*\*\*

FOR CCRTA USE

Approved: ✓ Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response: Please See Attached Rate Information

Angelina Haitan  
Chief Executive Officer/Designee

Monthly cost per \$1,000  
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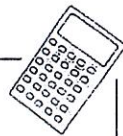
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Ochs, Inc.  
A Securian Company

400 Robert Street North, Suite 1880 St. Paul, MN 55101  
[ochs@ochsinc.com](mailto:ochs@ochsinc.com) • 551-665-3789 • 1-800-392-7295  
[ochsinc.com](http://ochsinc.com)

Form Net 08 40 08 AD&D  
Rev. 11-2013

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