

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

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



Effective January 1, 2024

**POLICYHOLDER: Maricopa County**

**POLICY NUMBER: 70335**

## Read Your Certificate Carefully

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

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

# Certificate Specifications Page

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



## GENERAL INFORMATION

**POLICYHOLDER** Maricopa County

**POLICY NUMBER:** 70335

**ASSOCIATED COUNTY ENTITIES:** All affiliates reported to Securian Life by the policyholder for inclusion in the policy.

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

**POLICY EFFECTIVE DATE:** July 1, 2018. This specifications page represents the plan in effect as of January 1, 2024.

**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 benefits eligible employees as defined by Maricopa County working in the United States.

**NO DOUBLE COVERAGE:** Any person who is eligible as an employee under the policy or insured under the portability provisions, is not eligible as a dependent. Only one person can insure an eligible dependent child.

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

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

## PLAN OF INSURANCE

### EMPLOYEE BENEFIT SCHEDULE

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

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

#### **GENERAL PROVISIONS FOR EMPLOYEE INSURANCE**

**RETIREMENT REDUCTIONS:** All insurance terminates at retirement.

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

**INCREASES AND DECREASES:**

The effective date of increases and decreases due to a change in eligible earnings is the date of the change in eligible earnings. All increases are subject to the actively at work requirement.

**DEPENDENTS BENEFIT SCHEDULE**

**DEPENDENTS AD&D INSURANCE:**

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

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

<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: 5% of employee's amount of insurance*
Spouse and No Eligible Children	Spouse: 60% of employee's amount of insurance*
No Spouse but Eligible Children	Each Child: 10% of employee's amount of insurance*

\* The maximum benefit for spouse coverage is \$600,000; the maximum benefit for child coverage is \$25,000.

**GENERAL PROVISIONS FOR DEPENDENTS INSURANCE**

**CONTRIBUTORY/NONCONTRIBUTORY:** Dependents insurance is contributory insurance.

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

## Definitions

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### **associated county entity**

Any county entity which is associated or affiliated with the policyholder which is designated by the policyholder and agreed to by us to participate under the group policy.

### **contributory insurance**

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

### **earnings**

An employee's basic rate of compensation including special work assignment or management assignment pay. It does not include commissions, overtime or premium pay, bonuses, or any other additional compensation.

### **employee**

An individual who is employed by the policyholder or by an associated county entity. 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 county entity.

### **insured**

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

### **licensed physician**

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

### **non-work day**

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

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

### **noncontributory insurance**

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

### **policyholder**

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

### **specifications page**

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

### **waiting period**

The period, if any, of continuous employment with the employer that the employee must satisfy prior to becoming eligible for coverage under this certificate. You are not eligible to become insured until the first day following the waiting period. Any such waiting period is shown on the specifications page .

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

Securian Life Insurance Company.

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

An insured employee.

## General Information

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

If you meet the eligibility and enrollment requirements, you are insured under the group policy shown on the specifications page. Your application as defined under this certificate is a part of this certificate. This certificate summarizes the principal provisions of the group policy that affect your 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, 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 the application.

### **Can this certificate be amended?**

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

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

An employee is eligible for AD&D insurance if he or she:

- (1) is a member of the eligible group and of an eligible class identified in the group policy; and
- (2) works for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page; and
- (3) has satisfied the waiting period, if any; and
- (4) meets the actively at work requirement described in the "What is the actively at work requirement?" provision of this section.

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

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

- (1) your lawful spouse who is not legally separated from you; and
- (2) your or your spouse's natural, legally adopted, stepchildren, foster children and a child for whom you a legal guardian who are less than 26 years old. An adopted child includes a child legally placed for adoption with you. Eligibility begins at live birth (stillborn or unborn children are not eligible) and continues to the end of the month in which the child attains 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 the support and maintenance.

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

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

## **Are employees of associated county entities eligible for insurance under the group policy?**

Yes. Employees of associated county entities may be eligible for insurance under the group policy. The

policyholder represents any associated county entity in all transactions pertaining to the group policy. The policyholder's acts or omissions and every notice given by us to the policyholder shall be binding on every associated county entity. When an associated county entity ceases its participation under the policy, the policy shall be considered to be terminated for all employees of the associated county entity. All provisions related to the policy terminating will apply to such employees.

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

If the policyholder's plan of insurance, as shown on the specifications page, does not specifically provide insurance for retired employees, a retired employee shall not be eligible to become insured, nor to have his or her insurance continued. If the policyholder's plan of insurance specifically provides insurance for retired employees, the minimum hours per week and actively at work requirements will not apply to such persons.

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

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

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

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

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

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

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

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

## When does your insurance become effective?

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

- (1) you meet all eligibility requirements; and
- (2) for contributory coverage, you apply for coverage in accordance with the application methods agreed upon by the policyholder and us.

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

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

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

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

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

- (1) if you are on non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 90 days from the last day you were actively at work.
- (2) if you are on a military leave of absence, insurance cannot be continued beyond 12 months from the last day you were actively at work.
- (3) if you are on a medical leave of absence, insurance cannot be continued beyond the later of 12 months from the last day you were actively at work or attained age 65.

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

## Premiums

### When and how often are your premium contributions due?

Unless the policyholder and we have agreed to some other premium payment procedure, any premium contributions you are required to make for contributory insurance are to be paid by you to the policyholder on a regular periodic basis. We apply premiums consecutively to keep the insurance in force.

## How is the premium determined?

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

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

## Accidental Death and Dismemberment Benefit

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

AD&D coverage is limited coverage. This means this coverage will provide benefits only when the insured's loss, death or dismemberment results, directly and independently from all other causes, from an accidental bodily injury which was 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 the insured's loss, death or dismemberment. The injury and accidental loss, death or dismemberment must occur while the insured's coverage is in force. The insured's loss, death or dismemberment must occur within 180 days after the date of the accidental injury. In no event will we pay the accidental death or dismemberment benefit where the insured's accident, injury, loss, death or dismemberment is caused directly or indirectly by, results in whole or in part from or during, or there is contribution from, any of the following:

- (1) self-inflicted injury, self-destruction, or autoeroticism, 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 thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol; or
- (6) the use of prescription drugs, non-prescription drugs, illegal drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected; or
- (7) motor vehicle collision or accident where the insured is the operator of the motor vehicle and the 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 thereto; or
- (8) infection, other than infection occurring simultaneously with, and as a direct and independent result of, the accidental injury; or
- (9) medical or surgical treatment or diagnostic procedures or any resulting complications,

including complications from medical misadventure; or

- (10) 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
- (11) war or any act of war, whether declared or undeclared.

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

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

TYPE OF LOSS	PERCENT OF AMOUNT OF INSURANCE
Life .....	100%
Both Hands or Both Feet .....	100%
Sight of Both Eyes .....	100%
Speech and Hearing in Both Ears .....	100%
One Hand and One Foot.....	100%
One Foot and Sight of One Eye.....	100%
One Hand and Sight of One Eye .....	100%
Quadriplegia .....	100%
Paraplegia.....	75%
Sight of One Eye .....	50%
Speech or Hearing in Both Ears .....	50%
One Hand or One Foot.....	50%
Hemiplegia.....	50%
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.

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

Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

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 (the largest benefit of these overlapping losses only will be paid). Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

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

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

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

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

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

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

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

We will pay the accidental death or dismemberment benefit upon receipt at our home office of written proof satisfactory to us as to both substance and form that you died or suffered a covered dismemberment as a result of a covered accidental injury. All payments by us are payable from our home office. The benefit will be paid in a single sum.

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

In the case of your accidental death, we will pay the accidental death benefit to the beneficiary or beneficiaries. All other benefits, including any accidental death or dismemberment payable due to a dependent's loss, will be payable to you, if living, otherwise to your estate.

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

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

A beneficiary designation must be made in writing or by any other method made available under the plan. Any beneficiary designation shall take effect as of the date it is

signed, but will not affect any payment we make or action we take before receiving the designation.

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

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

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

## **Additional Benefits**

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

### **Air Bag Benefit**

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

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

- (1) \$40,000; or
- (2) 15% of the insured's amount of insurance.

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

- (1) the seat in which the insured was seated was equipped with a properly installed airbag at the time of the accident; and
- (2) the private passenger car is equipped with seatbelts; and
- (3) a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
- (4) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Airbag means a passive restraint device in a vehicle which inflates upon collision to protect an individual from injury or death.

Seatbelt means a properly installed seatbelt (or child restraint if the insured is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

### **Child Care Benefit**

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

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

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

- (1) 3% of the insured's amount of AD&D insurance; or
- (2) \$2,000; or
- (3) actual incurred child care expenses.

Child care expenses are those expenses which are for a service or supply furnished by a licensed child care provider or facility for a dependent child's care. No payment will be made for expenses incurred more than six years after the date of your or your insured spouse's death or for expenses incurred for dependent children over age 13. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to the surviving parent, to the child's guardian, the custodian under the Uniform Transfers to Minors Act or to an adult caretaker when permitted under state law.

### **Coma Benefit**

#### **What is the coma benefit?**

If an insured lapses into a coma as a result of and within 180 days of a covered accidental injury, and such coma has lasted for a minimum of 30 days, we will pay a monthly benefit equal to the lesser of:

- (1) 2% of the insured's amount of AD&D insurance; or
- (2) 2% of the difference between the insured's amount of AD&D insurance and the amount of any benefits paid under the loss schedule for the same accident. (if the full amount of AD&D insurance has been paid, no benefit is payable under this section).



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

- (1) the date the insured recovers such that he or she is no longer in a coma as defined herein; or
- (2) the date of the insured's death. If an accidental death payment is due under this certificate, the amount of such payment will be reduced by the amount of AD&D insurance paid under this coma provision; or
- (3) 12 monthly benefits have been paid.

Coma means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. The insured must be confined in a medical facility and diagnosed as comatose by a licensed physician.

### **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 or your insured spouse 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) 5% of the insured's amount of insurance; or
- (3) \$5,000.

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

### **Disappearance Benefit**

#### **What is the disappearance benefit?**

If an insured's body has not been found after one year from the date the conveyance in which he or she was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the policy and proof satisfactory to us that the accident occurred and the insured was a passenger on the conveyance, that the insured has died as a result of an accidental injury which

was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this certificate.

### **Exposure Benefit**

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

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

### **Felonious Assault Benefit**

#### **What is the felonious assault benefit?**

If you die or suffer a covered dismemberment as a result of a covered accident caused by a felonious assault, we will pay an additional benefit equal to the lesser of \$25,000 or 100% of your amount of AD&D insurance.

A felonious assault is a physical assault by another person resulting in bodily harm to you. The assault must take place while you are performing your customary duties at the employer's normal place of business or at other places the employer's business requires you to travel. The assault must involve the use of force or violence with intent to cause harm and must be either a felony or a misdemeanor.

No benefit is payable if the assault is a result of a moving violation or is committed by an immediate family member or a coworker. Immediate family members are your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and the spouses of such individuals.

### **Line of Duty Benefit**

#### **What is the line of duty benefit?**

If you are a public safety officer and suffer a loss for which a benefit is payable under this certificate as a result of a covered accident which occurs while you are performing your customary duties for the employer, we will pay an additional benefit equal to the lesser of \$50,000 or 100% of your amount of AD&D insurance. The loss must be incurred while you are taking action that by rule, regulation, law or condition of employment are obligated or authorized to perform as a public safety officer. The action must be taken in the course of reducing crime, criminal law enforcement, or fire suppression, including such action taken in response to an emergency while off duty. For firefighters and police, line of duty includes social, ceremonial or athletic functions to which you are assigned and for which you are paid as a public safety officer by the employer.

Public safety officers includes police officers, firefighters, corrections officers, probation officers, public transit officers, parole officers, judicial officers, and officially recognized or designated volunteer firefighters.

## Public Transportation Benefit

### What is the public transportation benefit?

If an insured dies or suffers a covered dismemberment as a result of a covered accident which occurs while the insured is a fare-paying passenger on a public transportation vehicle, we will pay an additional benefit equal to the lesser of:

- (1) 100% of the insured's full amount of AD&D insurance; or
- (2) \$200,000.

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

## 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 \$2,500. 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:

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

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

- (1) the private passenger car was equipped with seatbelts; and
- (2) a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
- (3) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Seatbelt means a properly installed seatbelt (or child restraint if the insured is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

## Spouse Education Benefit

### What is the spouse education benefit?

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

The benefit payable will be the least of:

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

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

## Termination

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

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

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

### When does the group policy terminate?

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

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

## **Additional Information**

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

Yes. After you have provided proof of loss at your expense, we retain the right to have an insured medically examined at our expense whenever a claim is pending.

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

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

A premium adjustment will be made to the premium you pay for the insured's noncontributory insurance and to the premium an insured pays for contributory insurance, if any, so that the actual premium required at the insured's correct age is paid. If the insured's correct age is such that no benefit is payable, only a refund of premium will be made for the period the insured was not eligible.

### **Who is the owner of this coverage?**

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

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

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

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

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

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

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

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

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

### **Can insurance coverage be contested?**

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

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

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

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

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

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

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

# Group Accidental Death & Dismemberment Insurance Certificate Endorsement

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



This Certificate Endorsement is a part of the certificate of insurance describing the benefits available to you under Group Policy No. 70335, issued by Securian Life Insurance Company to Maricopa County. This endorsement is subject to every term, condition, exclusion and provision of the certificate unless otherwise expressly provided for herein.

The following applies to all employees:

1. The provision entitled “**What does accidental death or dismemberment by accidental injury mean?**” under the **Accidental Death and Dismemberment Benefit** section is amended in its entirety and replaced with the following:

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

AD&D coverage is limited coverage. This means this coverage will provide benefits only when the insured’s loss, death or dismemberment results, directly and independently from all other causes, from an accidental bodily injury which was 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 the insured’s loss, death or dismemberment. The injury and accidental loss, death or dismemberment must occur while the insured’s coverage is in force. The insured’s loss, death or dismemberment must occur within 180 days after the date of the accidental injury. In no event will we pay the accidental death or dismemberment benefit where the insured’s accident, injury, loss, death or dismemberment is caused directly or indirectly by, results in whole or in part from or during, or there is contribution from, any of the following:

- (1) self-inflicted injury, self-destruction, or autoeroticism, 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 felony, or to which a contributing cause was your being engaged in an illegal occupation; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol; or
- (6) the use of prescription drugs, non-prescription drugs, illegal drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected; or
- (7) motor vehicle collision or accident where the insured is the operator of the motor vehicle and the 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 thereto; or
- (8) infection, other than infection occurring simultaneously with, and as a direct and independent result of, the accidental injury; or
- (9) medical or surgical treatment or diagnostic procedures or any resulting complications, including complications from medical misadventure; or
- (10) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier; or
- (11) war or any act of war, whether declared or undeclared.

2. The provision entitled “**When will the accidental death or dismemberment benefit be payable?**” under the **Accidental Death and Dismemberment Benefit** section is amended in its entirety and replaced with the following:

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

We will pay the accidental death or dismemberment benefit immediately upon receipt at our home office of written proof satisfactory to us as to both substance and form that you died or suffered a covered dismemberment as a result of a covered accidental injury. All payments by us are payable from our home office. The benefit will be paid in a single sum.

3. The provision entitled “**What are the notice of claim and proof of loss requirements?**” under the **Accidental Death and Dismemberment Benefit** section is amended in its entirety and replaced with the following:

**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, 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, the claimant shall be deemed to have complied with the requirements of this certificate as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

4. The provision entitled “**Will the provisions of this certificate conform with state law?**” under the **Additional Information** section is amended in its entirety and replaced with the following:

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

Yes. Any provisions in this certificate or in the group policy which, on the effective date, is in conflict with the laws of the state, District of Columbia or territory in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.



Secretary



President

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

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

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