

**APPENDIX E**  
**VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PLAN**

This Appendix E contains the terms and conditions specific to the voluntary accidental death and dismemberment insurance coverage provided under Section 4.01(E) of the Flexible Benefits Plan. Unless otherwise altered by the terms of this Appendix E, the terms and conditions of the Flexible Benefits Plan are incorporated into and made applicable to this Voluntary Accidental Death & Dismemberment Insurance Plan.

**Section E1.01 Voluntary Accidental Death & Dismemberment Insurance Plan.** The Employer makes available insurance coverage against Accidental Death and Dismemberment through a contract between the Employer and Minnesota Life Insurance Company (“Minnesota Life”) – Policy Number 33255-G (“Minnesota Life Policy”). The Minnesota Life Policy is attached hereto as Attachment E-1. Its provisions are incorporated herein by reference, solely as a description of the benefits provided by Minnesota Life. The Employer makes no promise and shall have no obligation to provide or pay such benefits from its own assets. For example, in the event that Minnesota Life becomes insolvent, the Participant shall bear fully any and all risk of such insolvency. The rights and conditions with respect to the benefits payable under the Minnesota Life Policy shall be determined from the Minnesota Life Policy.

**Section E1.02 Election to Participate.** Participants may elect to reduce their Compensation in the amount of the applicable premium on a pre-tax basis. If a Participant does not elect to receive accidental death and dismemberment insurance coverage under this Flexible Benefits Plan, the Employer will not provide him/her with the voluntary accidental death and dismemberment insurance that is available under this Appendix E.

**ATTACHMENT E-1**  
**VOLUNTARY AD&D INSURANCE PLAN**

**Minnesota Life Insurance Company**

**Group Policy Number 33255-G**

**Please place a copy of the underlying insurance policy  
behind this page.**

**MINNESOTA LIFE**

**ACCIDENTAL DEATH AND DISMEMBERMENT  
CERTIFICATE OF INSURANCE**

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

**POLICYHOLDER:** Farm Credit Foundations Plan Sponsor Committee

**POLICY NUMBER:** 33255-G

**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.

*Dennis E. Froberg*

Secretary

*Robert L. Soble*

President

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**ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE**

## EMPLOYEE CERTIFICATE SPECIFICATIONS PAGE

Effective January 1, 2008

### GENERAL INFORMATION

**POLICYHOLDER:** Farm Credit Foundations Plan Sponsor Committee **POLICY NUMBER:** 33255-G

**ASSOCIATED COMPANIES:** AgriBank, FCB and its affiliated associations, US AgBank, FCB and its affiliated associations, and other US AgBank entities, and Northwest Farm Credit Services

**POLICY EFFECTIVE DATE:** January 1, 2007

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 full-time employees and directors of the policyholder.

**ENROLLMENT PERIOD:** Not applicable for noncontributory insurance; 45 days from the employee's hire date or 31 days from the date an employee moves from an ineligible class to an eligible class under the policy for contributory insurance.

**WAITING PERIOD:** For employees or directors in an eligible class on January 1, 2007:

None

For all others:

The period commencing with the employee's date of employment and ending with the first day of the pay period immediately following the date the employee enrolls for coverage.

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

**CERTIFICATE HOLDER:** An employee who meets the eligibility requirements and is insured under the group policy.

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

### PLAN OF INSURANCE

#### EMPLOYEE AND DIRECTOR BENEFIT SCHEDULE

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

##### Basic Insurance

<u>Eligible Class</u>	<u>Amount of Insurance</u>
All Directors of AgriBank, FCB and its affiliated associations and Northwest Farm Credit Services, and Directors of US AgBank and its affiliated associations and other US AgBank entities	\$100,000

##### Supplemental Insurance

<u>Eligible Class</u>	<u>Amount of Insurance</u>
All Employees	An amount elected by the employee subject to a minimum of \$25,000 and a maximum of \$750,000 in \$25,000 increments.  An employee's amount of supplemental AD&D insurance cannot exceed 10 times the employee's base annual earnings.

## Supplemental Insurance (Continued)

### Eligible Class

### Amount of Insurance

Directors of AgriBank, FCB and its affiliated associations and Northwest Farm Credit Services, and Directors of US AgBank and its affiliated associations and other US AgBank entities

An amount elected by the director subject to a minimum of \$25,000 and a maximum of \$650,000 in \$25,000 increments.

## GENERAL PROVISIONS FOR EMPLOYEE/DIRECTOR INSURANCE

### CONTRIBUTORY/ NONCONTRIBUTORY:

Basic insurance is noncontributory. Supplemental insurance is contributory insurance.

### INCREASES AND DECREASES:

Requests for increases and decreases may be made once a year and shall be effective on the first day of the month following our receipt of the request.

## FAMILY PLAN BENEFITS SCHEDULE

Available to all employees. Also available to directors of US AgBank, FCB and its affiliated associations and other US AgBank entities. Not available to AgriBank, FCB and its affiliated associations

**DEPENDENTS AD&D INSURANCE** - An employee who is covered for AD&D insurance under this policy may also cover his or her dependents for AD&D insurance by applying for the Family Plan. The amount of Family AD&D insurance is based on whether an employee has a spouse only, children only, or has both a spouse and children, as follows:

### Eligible Class

### Principal Sum

#### Spouse

Employees with a spouse and dependent child(ren):

The amount of the principal sum for the eligible spouse is 50% of the employee's principal sum, subject to a maximum of \$450,000.

Employees with a spouse only (no dependent child(ren):

The amount of the principal sum for the eligible spouse is 60% of the employee's principal sum, subject to a maximum of \$450,000.

#### Child(ren)

Employees with dependent child(ren) and a spouse:

The amount of the principal sum for each dependent child is 15% of the employee's principal sum, subject to a maximum of \$50,000.

Employees with dependent child(ren) only (no spouse):

The amount of the principal sum for each dependent child is 20% of the employee's principal sum, subject to a maximum of \$50,000.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

### AGE REQUIREMENTS:

Children are eligible if they are 14 days old or older, but have not attained the age of 19, or have not attained the age of 25 if a full-time student at 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 certificate holder for more than one-half of their support and maintenance.

### 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. All voluntary AD&D dependents 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.

## 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. All references to employee shall include directors. 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 or seasonal 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

The individual who applies for and becomes insured under the group policy.

## 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, 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.

### **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.

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

Yes. Insurance may be continued on an insured employee, his or her insured spouse, if any, and/or his or her insured children, if any, if the employee is not actively at work due to sickness, injury, leave of absence or temporary layoff. Insurance will be deemed to continue until terminated by discontinuance of premium payments, written request or any other applicable termination provisions of this certificate.

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

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

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

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

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

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

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

## Premiums

### When and how often are premiums due?

Unless 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

### 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	PERCENT OF AMOUNT OF INSURANCE
Life.....	100%
Both Hands, Both Feet, Sight of Both Eyes, or a combination of any two of a Hand, Foot or Sight of One Eye .....	100%
Speech and Hearing .....	100%
Speech and loss of one of: Hand, Foot or Sight of One Eye .....	100%
Hearing and loss of one of: Hand, Foot or Sight of One Eye .....	100%
One Hand, one Foot or Sight of One Eye.....	50%

TYPE OF LOSS	PERCENT OF AMOUNT OF INSURANCE
Quadriplegia .....	100%
Paraplegia .....	75%
Speech or Hearing.....	50%
Hemiplegia.....	50%
Thumb and Index Finger of One Hand.....	25%
Uniplegia.....	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. Quadriplegia means total paralysis of both upper and lower limbs. Paraplegia means total paralysis of both lower limbs. Hemiplegia means total paralysis of upper and lower limbs on one side of the body. Uniplegia means total paralysis of one limb.

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.

Benefits may be paid for more than one accidental injury, but the total amount of insurance payable for an insured's losses for any one accident under this certificate, not including any amount paid according to the terms of the Additional Benefits section of this certificate, will never exceed the insured's full amount of insurance shown on the specifications page attached to this certificate. Under no circumstance will more than one payment be made for the same loss or paralysis of the same limb.

### 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.

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 within two months of 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) your brothers and sisters in equal shares, if living, otherwise;
- (5) 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 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) drugs, poisons, gases or fumes, voluntarily taken, administered, absorbed, inhaled, ingested or injected, unless prescribed or administered by a physician; or
- (7) alcohol, where the insured is legally intoxicated as defined by state law and is operating a motorized vehicle; or
- (8) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- (9) 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. As an exception, this exclusion shall not apply if the insured is acting as a pilot or crew member of an 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;

- (10) war or any act of war, whether declared or undeclared; or
- (11) However, orders to active military service for 60 consecutive days or less shall not constitute military service.

- (2) 2% of the difference between the insured's amount of insurance and the amount of any benefits paid under the loss schedule for the same accident.

## **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.

### **Child Care Benefit**

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

If an insured employee or an insured spouse dies as a result of a covered accident and he or she is survived by an insured spouse and one or more insured dependent children for whom child care expenses are incurred within 365 days of the accident, we will pay additional benefits to reimburse child care expenses for the insured dependent children.

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

- (1) 5% of the certificate holder's amount of insurance; or
- (2) \$5,000; or
- (3) incurred child care expenses.

Child care expenses are those expenses which are for a service or supply furnished by a licensed child care provider or facility for a dependent child's care. No payment will be made for expenses incurred more than four years after the date of the certificate holder's 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. The maximum child care benefit payable under this benefit shall be \$25,000 regardless of the number of children who qualify.

If, on the date of the insured's death the insured has coverage under this policy for dependent children, but does not have a dependent child or children eligible for the Child Care additional benefit, we will pay a one-time benefit amount of \$2,500. If we pay this one-time benefit of \$2,500, we will not pay any additional Child Care benefits.

### **Coma Benefit**

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

If an insured lapses into a coma as a result of and within 90 days of a covered accidental injury, and such coma has lasted for a minimum of 365 days, we will pay a benefit equal to the lesser of:

- (1) 2% of the insured's amount of insurance; or

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 policy, the amount of such payment will be reduced by the amount of insurance paid under this coma provision; or
- (3) 50 months following the date monthly benefits commenced.

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.

### **Common Accident Benefit**

#### **What is the common accident benefit?**

If both an insured employee and his or her insured spouse die from covered accidental injuries sustained in a common accident, and the insured employee and his or her insured spouse are survived by an insured dependent child or children, the spouse's accidental death benefit will be increased to an amount equal to 100 percent of the insured employee's amount of insurance.

Common accident means the same accident or separate accidents that occur within the same 24-hour period.

### **Disappearance Benefit**

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

If an insured's body has not been found after one year from the date the conveyance in which he or she was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the policy, that the insured has died as a result of an accidental injury which was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this policy.

### **Education Benefit**

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

If an insured employee or an insured spouse dies as a result of a covered accident and he or she is survived by one or more insured dependent children, we will pay an education benefit, not to exceed \$5,000 per dependent, per year for up to four consecutive years of enrollment per dependent provided that:

- (1) the insured dependent incurs personal educational expenses within one year of the insured's accident; or

- (2) at the time of the insured's death, the dependent child is enrolled as a full-time student at an accredited post-secondary educational institution and is under age 25.

The benefit will be paid to or on behalf of the dependent children.

### **Exposure Benefit**

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

If an insured is unavoidably exposed to the elements by reason of a covered accident and suffers a loss that is included in the list of covered losses as a result of such exposure, such loss will be covered under the terms of this policy.

### **Felonious Assault Benefit**

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

If an insured employee dies or suffers a covered dismemberment as a result of a covered accident caused by a felonious assault, we will pay an additional benefit equal to \$25,000.

A felonious assault is a physical assault by another person resulting in bodily harm to the insured employee. The assault must take place while the insured employee is performing his or her customary duties at the employer's normal place of business or at other places the employer's business requires the insured employee 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 the insured employee's spouse, children, parents, grandparents, grandchildren, brothers and sisters, and the spouses of such individuals.

### **Hospital Benefit**

#### **What is the hospital benefit?**

If an insured requires hospitalization as a result of a covered accident, an additional benefit will be paid to the certificate holder during such hospitalization. After a seven-day waiting period, a daily benefit equal to \$200 will be paid, subject to a maximum of 30 days.

If the period of hospitalization exceeds seven days, the benefit will be paid retroactively to the first day of hospitalization. No benefit is payable for hospitalizations of seven days or fewer.

### **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) 10% of the insured's amount of insurance; or
- (2) \$100,000.

### **Rehabilitative Physical Therapy/Psychological Therapy Benefit**

#### **What is the rehabilitative physical therapy benefit?**

If, as the result of a covered accident, an insured suffers an injury which results in a covered dismemberment or paralysis which:

- (1) prevents the insured from performing the duties of the insured's regular occupation; and
- (2) requires the insured to obtain rehabilitation, as prescribed by a physician

we will pay an additional benefit to reimburse expenses incurred for rehabilitative physical therapy incurred within two years from the date of loss. The benefit payable will be equal to the lesser of:

- (1) 2% of the insured's amount of insurance; or
- (2) \$10,000; or
- (3) expenses incurred.

#### **What is the psychological therapy benefit?**

If as the result of a covered accident, an insured suffers a loss which results in a physician determining that psychological therapy is required by the insured or a family member of the insured who is also insured under the policy, we will pay an additional benefit equal to the lesser of:

- (1) the reasonable expenses incurred for psychological counseling; or
- (2) 2% of the insured who suffered the loss's amount of AD&D insurance; or
- (3) \$10,000.

For this benefit to be payable, the therapeutic counseling services must:

- (1) begin within 90 days after the date of the loss; and
- (2) be incurred no later than two years after the date of the loss.

Psychological counseling means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

Reasonable expenses means fees and prices which do not exceed those generally charged for similar therapeutic counseling in the local area where services are provided. For purposes of this benefit, we reserve the right to determine reasonable expenses. An expense is considered to be incurred on the date it is rendered.

## 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:

- (1) \$50,000; or
- (2) 10% of the amount payable due to the death or dismemberment.

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.

If it cannot be determined whether or not the insured was using a seat belt, a limited seat belt benefit amount equal to the lesser of 10% of the insured's amount of insurance or \$3,000 will be paid.

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 Training Benefit

### What is the spouse training benefit?

If an insured employee dies as a result of a covered accident and he or she is survived by his or her insured dependent spouse, we will pay a training benefit to the surviving spouse provided that the spouse incurs education expenses for enrollment in an accredited educational institution or an institution of vocational training for the purpose of preparing for employment.

The benefit will be equal to the lesser of:

- (1) \$5,000; or
- (2) the costs incurred for all such education or training within three years following the date of the insured employee's death.

Proof of such costs will be required before benefits are paid.

## Total and Permanent Accidental Disability Monthly Benefit

### What is the total and permanent accidental disability monthly benefit?

If an insured employee becomes totally and permanently disabled as a result of a covered accident for which a benefit is not already payable under the schedule of losses, subject to all exclusions and limitations, we will pay a monthly benefit equal to 1% of the insured employee's amount of AD&D insurance, subject to a monthly maximum benefit of \$2,000. Such payments will continue until the earliest of:

- (1) the insured employee's 70th birthday; or
- (2) the date the insured employee recovers so that he or she is no longer totally and permanently disabled; or
- (3) the date of the 100th benefit payment; or
- (4) the date the insured employee fails to furnish proof of continued disability when requested or refuses to submit to a required medical examination; or
- (5) the date of the insured employee's death. If an accidental death payment is due under this rider, the amount of such payment will be reduced by the amount of AD&D insurance paid under this total and permanent monthly accidental disability benefit; or
- (6) when the maximum total benefit payable under this additional benefit has been paid.

A total and permanent accidental disability is an accidental disability which occurs prior to the insured employee's 60th birthday, has continued for at least 12 consecutive months, and thereafter continuously prevents the insured employee from engaging in a business or an occupation for compensation or profit, and which will presumably prevent the insured employee for life from performing any work or engaging in any business.

In no event will the total amount payable under this benefit exceed \$50,000.

## Termination

### 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; 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 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 become eligible again within three months after the date your coverage terminated, such coverage under this certificate, including all benefits previously terminated, may be reinstated.

Your coverage under this certificate shall be reinstated automatically, without satisfaction of any waiting period. The 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 this certificate, 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.

Unless this Minnesota Life group policy is being replaced by a substantially similar accidental death and dismemberment policy, we will notify you 31 days in advance of any termination of the group policy by Minnesota Life. In no event shall the terms of this section extend coverage under the group policy more than 120 days beyond the date coverage would otherwise terminate under the terms of the group policy.

## **Family Coverage**

If you have dependents, you may elect coverage for your eligible dependents as described below. All provisions of the certificate applicable to an "insured" shall apply to an insured dependent.

### **Dependents Benefit**

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

The dependents benefit provides accidental death and dismemberment insurance on the lives of your eligible dependents.

### **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 policy; and
- (2) your children, stepchildren, legally adopted children, and grandchildren who are financially dependent upon you and who reside with you continuously from birth, who are unmarried, dependent on you for financial support, and who meet the age requirements as shown on the specifications page attached to this certificate.

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 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. As an exception, both newborn infants from the moment of birth and adoptive children from the moment of placement will be covered even if additional premium is required. "Newborn infants" includes grandchildren who are financially dependent upon a covered grandparent and who reside with that covered grandparent continuously from birth.

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

**Additional Information**

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

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

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

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

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

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

Except for fraud or the non-payment of premiums, after the insured's insurance has been in force during his or her lifetime for 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 application will, in the absence of fraud, be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, or defend against a claim, unless the statement is contained in the application attached to the insured's certificate.

**Can 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.

**MINNESOTA LIFE**

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

**ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE**

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Minnesota Life Insurance 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. 33255-G issued by MINNESOTA LIFE INSURANCE COMPANY to FARM CREDIT FOUNDATIONS PLAN SPONSOR COMMITTEE. This amendment is effective as of January 1, 2008. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The plan of insurance has changed for Directors. As a result, the Group Policy Specifications Page is replaced with the attached Group Policy Specifications Page, Effective January 1, 2008.

Agreed to by Minnesota Life Insurance Company this 20<sup>th</sup> day of December, 2007.

By \_\_\_\_\_  
Assistant Secretary



## Supplemental Insurance (Continued)

### Eligible Class

### Amount of Insurance

Directors of AgriBank, FCB and its affiliated associations and Northwest Farm Credit Services, and Directors of US AgBank and its affiliated associations and other US AgBank entities

An amount elected by the director subject to a minimum of \$25,000 and a maximum of \$650,000 in \$25,000 increments.

## GENERAL PROVISIONS FOR EMPLOYEE/DIRECTOR INSURANCE

### **CONTRIBUTORY/ NONCONTRIBUTORY:**

Basic insurance is noncontributory. Supplemental insurance is contributory insurance.

### **INCREASES AND DECREASES:**

Requests for increases and decreases may be made once a year and shall be effective on the first day of the month following our receipt of the request.

## FAMILY PLAN BENEFITS SCHEDULE

Available to all employees. Also available to directors of US AgBank, FCB and its affiliated associations and other US AgBank entities. Not available to AgriBank, FCB and its affiliated associations

**DEPENDENTS AD&D INSURANCE** - An employee or director who is covered for AD&D insurance under this policy may also cover his or her dependents for AD&D insurance by applying for the Family Plan. The amount of Family AD&D insurance is based on whether an employee has a spouse only, children only, or has both a spouse and children, as follows:

### Eligible Class

### Principal Sum

#### **Spouse**

Employees with a spouse and dependent child(ren):

The amount of the principal sum for the eligible spouse is 50% of the employee's principal sum, subject to a maximum of \$450,000.

Employees with a spouse only (no dependent child(ren)):

The amount of the principal sum for the eligible spouse is 60% of the employee's principal sum, subject to a maximum of \$450,000.

#### **Child(ren)**

Employees with dependent child(ren) and a spouse:

The amount of the principal sum for each dependent child is 15% of the employee's principal sum, subject to a maximum of \$50,000.

Employees with dependent child(ren) only (no spouse):

The amount of the principal sum for each dependent child is 20% of the employee's principal sum, subject to a maximum of \$50,000.

## GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

### **AGE REQUIREMENTS:**

Children are eligible if they are 14 days old or older, but have not attained the age of 19, or have not attained the age of 25 if a full-time student at 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 certificate holder for more than one-half of their support and maintenance.

### **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. All voluntary AD&D dependents 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.

