

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: University of North Carolina System

Core and Voluntary AD&D

POLICY NUMBER: 70562

This Certificate of Insurance provides all of the benefits mandated by the North Carolina Insurance Code, but is issued under a group master policy located in another state and may be governed by that state’s laws.

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

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GENERAL INFORMATION

POLICYHOLDER	The University of North Carolina
POLICY NUMBER:	70562
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Securian Life by the policyholder for inclusion in the policy.
POLICY SITUS:	The policy was issued and delivered in North Carolina.
POLICY EFFECTIVE DATE:	January 1, 2023. 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 employees of the policyholder and its associated companies working in the United States in the classification below. As an exception, designated expatriates (as reported to Securian Life by the policyholder) shall remain eligible under the group policy. This certificate is specific to the following class:

Class 1 All eligible active employees

Effective January 1, 2024:

All active employees of the Policyholder at any of the University of North Carolina constituent institutions, including:

1. Employees at the University of North Carolina Health Care that were:
 - hired prior to January 1, 2024, into a benefit eligible position, or hired prior to January 1, 2024, but become benefit eligible on or after January 1, 2024, and were continuously employed.
2. Employees working at the University of North Carolina – Chapel Hill on December 31, 2023, that are:
 - hired by the University of North Carolina Health Care System on or after January 1, 2024, and were continuously employed by the University of North Carolina – Chapel Hill through date of hire by the University of North Carolina Health Care.

DOUBLE COVERAGE: Double coverage is not allowed under the policy, if two employees are married only one of the employees may elect family AD&D insurance.

ENROLLMENT PERIOD: 31 days from the first day of eligibility.

WAITING PERIOD: There is no waiting period, however coverage elected during the 31-day enrollment period will go into effect on the first day of the month following the date of eligibility.

An insured must be living at the time enrollment is completed. Posthumous elections are not allowed for AD&D insurance.

**MINIMUM HOURS
PER WEEK REQUIRED:**

20 hours per week

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

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

Core AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Core AD&D Insurance</u>
Class 1	\$10,000

Voluntary AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Voluntary AD&D Insurance</u>
Class 1	An amount elected by the employee in an increment of \$50,000, subject to a minimum amount of \$50,000 and a maximum amount of \$500,000.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

Age reductions only apply to Voluntary AD&D Insurance

The amount of insurance on an employee age 75 or older shall be 50% of the amount otherwise provided by the plan of insurance applicable to such an employee. The reduction will occur on January 1, next following the employee's 75th birthday.

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/NONCONTRIBUTORY:

Core AD&D insurance is noncontributory insurance. Voluntary AD&D insurance is contributory insurance.

ELECTION CHANGES:

Increases and decreases in Voluntary AD&D coverage may be made at any time during the year. Coverage will go into effect as follows:

- A request to increase or decrease employee voluntary AD&D insurance will go into effect on the first day of the month following the election.
- A request to increase or decrease employee voluntary AD&D insurance due to a Qualified Status Change will go into effect on the first day of the month following the date of the change in status.
- A request to increase or decrease employee voluntary AD&D insurance during annual enrollment will go into effect on the following January 1, following the annual enrollment.

All increases are subject to the actively at work requirement.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS AD&D INSURANCE:

An employee must elect Voluntary AD&D insurance in order to be insured for Dependent AD&D insurance.

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

<u>Employee's Family Consists of</u>	<u>Amount of Dependent AD&D Insurance</u>
Spouse/Domestic Partner and Eligible Children	Spouse/Domestic Partner: 50% of employee's amount of voluntary AD&D insurance. Each Child: 10% of employee's amount of voluntary AD&D insurance.
Spouse/Domestic Partner and No Eligible Children	Spouse/Domestic Partner: 60% of employee's amount of voluntary AD&D insurance*
No Spouse/Domestic Partner but Eligible Children	Each Child: 15% of employee's amount of voluntary AD&D insurance*

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 voluntary AD&D insurance increases or decreases.

Definitions

associated company

Employees at the following locations are effective January 1, 2023:

University of North Carolina Asheville, North Carolina School of the Arts, Elizabeth City State University, Fayetteville State University, North Carolina Central University, North Carolina A&T University, University of North Carolina Pembroke, Western Carolina University, University of North Carolina Wilmington, Winston-Salem State University, Appalachian State University, East Carolina University, University of North Carolina Health Care System, North Carolina State University, University of North Carolina Chapel Hill, University of North Carolina Charlotte, University of North Carolina Greensboro, University of North Carolina Press, University of North Carolina System Office.

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. The term employee does not include temporary employees nor corporate directors who are not otherwise employees.

employer

The policyholder or any designated associated company.

insured

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

licensed physician

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

we, our, us

Securian Life Insurance Company.

you, your, certificate holder

An insured employee.

General Information

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

Domestic Partner means each of two people, one of whom is an employee of the policyholder, who:

- (1) have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with government agency where such registration is available; or
- (2) are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other.

Each person must be:

- (1) 18 years of age or older;
- (2) unmarried;
- (3) the sole domestic partner of the other;
- (4) sharing a primary residence with the other; and
- (5) not related to the other in a manner that would bar their marriage in the jurisdiction in which the reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and signed by the employee.

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

certificate. If the dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement (except in the case of a newborn).

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

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

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:

An employee may maintain coverage during any furlough period, not to exceed 12 months. Continuation of coverage while on a furlough is contingent upon continued premium payment.

An employee approved for a medical or non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 24 months from the last day you were actively at work.

- You may cancel insurance within 31 days from the last day you were actively at work.
- Request for reinstatement of coverage must occur within 31 days of your return from leave.

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 your 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 the sole cause of your loss, death or dismemberment. The injury and accidental loss, death or dismemberment must occur while your coverage is in force. Your loss, death or dismemberment must occur within 365 days after the date of the accidental injury. In no event will we pay the accidental death or dismemberment benefit where your accident, injury, loss, death or dismemberment is caused 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) your 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, medications and non-prescription drugs, unless taken or used as prescribed by a Physician, or an over-the-counter drug taken as directed.
- (7) the use of illegal drugs, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected; or
- (8) motor vehicle collision or accident where you are the operator of the motor vehicle and your blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto; or
- (9) infection, other than infection occurring simultaneously with, and as a direct and independent result of, the accidental injury; or

- (10) medical or surgical treatment or diagnostic procedures or any resulting complications, including complications from medical misadventure; or
- (11) 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 as a pilot, crew member or employee (who is required to fly in the course of their employment with the policyholder) on a policyholder owned, operated or leased aircraft.
- (12) 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.

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%
One Hand or One Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of One Hand	25%
Paralysis	
Quadriplegia	100%
Triplegia	85%
Paraplegia	75%
Hemiplegia	75%
Uniplegia	50%
Burn Disfigurement Benefit	
Face, Neck or Head	100%
Front or Back Torso	35%
One Hand or Forearm	25%
One Upper Arm	15%
One Thigh or One Lower Leg (below knee)	10%

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). Triplegia mean total and permanent paralysis of three limbs (from the shoulders down including total paralysis of the hands if claiming upper limbs, and from the waist down including total paralysis of the feet if claiming lower limbs).

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

A burn disfigurement benefit is a burn that you sustained due to a covered accident, and which covers at least 2% of your body. The burn must have caused damage to the skin or other parts of the body which results in permanent scarring caused by extreme heat, flame, contact with heated objects or chemicals. You must be under the care of a licensed physician. A licensed physician will determine the percentage of body surface burned. In no event will the benefit paid exceed 10% of the full amount of your AD&D insurance.

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 all accidents*, 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 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) we have written consent of all irrevocable beneficiaries; and
- (3) 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.

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 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/domestic partner or registered domestic partner 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 siblings in equal shares, if living; otherwise
- (5) the personal representative of your estate.

Additional Benefits

(Additional benefits do not apply to Core AD&D insurance.)

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

Adaptive Home and Vehicle Benefit

What is the adaptive home and vehicle benefit?

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

An insured's benefit will be the lesser of:

- (1) the actual alteration expense; or
- (2) 5% of the insured's amount of AD&D insurance, subject to a minimum of \$500 and a maximum of \$5,000.

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

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

Air Bag Benefit

What is the air bag benefit?

If an insured dies or suffers a covered dismemberment as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car we will pay an additional AD&D benefit equal to 15% of the insured's amount of AD&D insurance, subject to a minimum benefit of \$2,000 and a maximum benefit of \$35,000.

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.

Burial and Cremation Benefit

What is the burial and cremation benefit?

If, as a result of a covered accident, an insured dies, an additional accidental death benefit shall be paid for the burial or cremation of the body.

The additional benefit shall be the lesser of the actual incurred burial and cremation expenses or \$5,000.

The benefit will be paid to the person who has or who will incur such cost, as evidenced to our satisfaction. 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 burial or cremation. All determinations and payments by us will be final and fully release and discharge us from any further liability under this benefit.

Child Care Benefit

What is the child care benefit?

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

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

- (1) actual incurred child care expenses
- (2) 3% of your amount of AD&D insurance, subject to a minimum benefit of \$1,500 per year and a maximum benefit of \$3,000 per year.

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 your death or for expenses incurred for dependent children over age 13. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to the surviving parent, to the child's guardian, the custodian under the Uniform Transfers to Minors Act or to an adult caretaker when permitted under state law.

Child Dismemberment Double Benefit

What is the child dismemberment double benefit?

If an insured dependent child suffers a covered loss, other than loss of life, the amount payable shall be twice the amount listed in the table found in the "What is the amount of the AD&D benefit?" section of this certificate. The maximum amount payable under this benefit for all losses and benefits or for any one accident will not exceed 200% of the full amount of the child AD&D insurance.

COBRA Benefit

What is the COBRA benefit?

If you die as a result of a covered accident and are survived by your insured dependent spouse/domestic partner and/or one or more insured dependent children, we will pay an additional benefit to allow your surviving insured dependent spouse/domestic partner and/or children to continue their group medical coverage. The benefit will be paid to your surviving spouse/domestic partner, if living, otherwise to or on behalf of your dependent children. The benefit will be paid annually and will be equal to 1% of your amount of AD&D insurance, subject to a minimum of \$500 and a maximum of \$3,000.

However, before we make the first payment and before we make each of the next two payments, we must receive proof that the payment will be used for continuation of the insured's medical coverage pursuant to COBRA. Payment will be made immediately upon our receipt of such proof. If proof is not provided for a particular payment, we will make neither that annual payment nor the subsequent annual payment(s).

Benefits will continue until the earlier of:

- (1) the end of the three year period commencing with the date of your death; or
- (2) the date the dependents cease being covered as COBRA participants under the employer's group medical plan.

COBRA means The Consolidated Omnibus Budget Reconciliation Act of 1985.

Coma Benefit

What is the coma benefit?

If an insured lapses into a coma as a result of and within 365 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) 1% of the insured's amount of AD&D insurance; or
- (2) 1% 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) 24 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.

Common Accident Benefit

What is the common accident benefit?

If both you and your insured spouse/domestic partner die from covered accidental injuries sustained in a common accident, your spouse/domestic partner's accidental death benefit will be increased to an amount equal to 100% of your amount of AD&D insurance, but not more than \$500,000.

Common accident means the same accident or separate accidents that occur within the same 24-hour period. You and your insured spouse/domestic partner must also die within 365 days of each other from the common accident.

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 spouse/domestic partner die as a result of a covered accident and are survived by one or more insured dependent children, provided that:

- (1) at the time of your death, the dependent child is enrolled as a full-time student at an accredited post-secondary educational institution (however, no benefit will be payable for the current school year); or
- (2) the dependent child enrolls on a full-time basis in an accredited post-secondary educational institution within one year of your death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or
- (2) 5% of your amount of insurance, subject to a minimum benefit of \$1,500 per year and a maximum benefit of \$5,000 per year.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 26. The benefit will be paid to the insured dependent child if he or she is of legal age. If the insured dependent child is not of legal age the benefit will be paid to the person who provides proof they have paid or will pay the tuition bill for that school year. Proof of enrollment and tuition costs are required for each school year.

Disappearance Benefit

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.

Extended Dependents Insurance Benefit

What is the extended dependents insurance benefit?

If you die as a result of a covered accident and are survived by your insured spouse/domestic partner and/or one or more insured dependent children, such dependents insurance will be continued in force for a period of 12 months from the date of your death, without payment of premiums during this 12-month period. At the end of this 12-month period, the dependents insurance will terminate.

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 10% of your amount of AD&D insurance, subject to a minimum benefit amount of \$1,500 and \$25,000.

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/domestic partner, children, parents, grandparents, grandchildren, brothers and sisters, and the spouse/domestic partners of such individuals.

HIV Occupational Accident Benefit

What is the HIV occupational accident benefit?

We will pay an HIV benefit, if, while covered under this certificate, you suffer an accidental bodily injury while in the performance of your duties for the employer, which causes you to acquire and test positive within one year of such accident for Human Immunodeficiency Virus (HIV). The benefit payable will be equal to \$25,000. This is in addition to any other benefit payable because of such accident. In order to receive this HIV benefit, you must submit a worker's compensation injury report to the employer within 48 hours of the accident and submit a blood test for HIV within 48 hours of the accident. If this initial blood test is negative and you subsequently test positive for HIV within one year of the accident and provide proof that the HIV infection was a result of the accident, we will pay the benefit.

Hospital/Extended Care Facility Benefit

What is the hospital/extended care facility benefit?

If an insured requires hospitalization or extended care as a result of a covered accident, an additional benefit will be paid to you during such hospitalization/extended care facility stay. After a seven-day waiting period, a monthly benefit will be paid for up to 6 months equal to a maximum monthly benefit of the lesser of:

- (1) actual charges made by the hospital/extended care facility due to injuries incurred from the accident.
- (2) 1% of the insured's amount of AD&D insurance, subject to a minimum of \$100 and a maximum of \$1,000 per month.

Payments for periods of less than a full month will be made on a pro-rata (daily accrual) basis. If the period of hospitalization/extended care facility stay exceeds seven days, the benefit will be paid retroactively to the first day of hospitalization/extended care stay. No benefit is payable for hospitalizations/extended care stays of seven days or fewer.

Hospital means a facility which:

- (1) is licensed as an acute hospital; and

- (2) provides diagnostic and therapeutic facilities for the surgical or medical diagnosis, treatment, and care of injured and sick persons as inpatients; and
- (3) has a staff of licensed physicians available at all times; and
- (4) is credited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or is recognized by the American Hospital Association (AHA) and is qualified to receive payments under the Medicare program; and
- (5) always provides 24-hour nursing services by registered graduate nurses; and
- (6) is not a place primarily for custodial or maintenance care.

Extended care facility means an institution which:

- (1) is duly licensed as an extended care facility, skilled nursing facility, or convalescent hospital and operates in accordance with governing laws and regulations; and
- (2) regularly provides inpatient skilled nursing care for payment during the active or convalescent state of an injury; and
- (3) is staffed with a physician or registered nurse on duty 24 hours a day; and
- (4) operates in accordance with medical policies supervised and established by a physician; and
- (5) regularly maintains a daily medical record for each patient.

The term extended care facility shall not include a place that provides health care services primarily for custodial or domiciliary care or for the care of drug addiction, alcoholism or mental disorders.

Rehabilitative Physical Therapy Benefit

What is the rehabilitative physical therapy benefit?

If an insured suffers an injury which results in a covered dismemberment, we will pay an additional benefit for rehabilitative physical therapy which is prescribed by the attending physician or surgeon.

The benefit will be equal to 2% of the insured's amount of AD&D insurance, subject to a minimum of \$250 and a maximum of \$2,000 per month for up to 12 months.

Seatbelt Benefit

What is the seatbelt benefit?

If an insured dies or suffers a covered dismemberment as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to 10% of the insured's amount of AD&D insurance, subject to a minimum benefit of \$1,500 and a maximum benefit of \$25,000.

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/Domestic Partner Education Benefit

What is the spouse/domestic partner education benefit?

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

The benefit payable will be the least of:

- (1) the actual tuition charged for all such education; or
- (2) 5% of your amount of AD&D insurance, subject to a minimum benefit of \$1,500 per year and a maximum benefit of \$5,000 per year.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years.

Survivor Benefit

What is the survivor benefit?

If you die as a result of a covered accident and are survived by your insured spouse/domestic partner and/or one or more dependent children, an additional benefit equal to 1% of your amount of AD&D insurance on the date of your death will be paid monthly for a period not to exceed 12 consecutive months, subject to a minimum monthly benefit of \$250 and a maximum monthly benefit of \$5,000. Payments will commence upon approval of your accidental death claim.

The monthly benefit will be paid to your spouse/domestic partner, if living, otherwise to your dependent children, in equal shares.

If all surviving dependents die within the 12-month period, benefits will end.

Therapeutic Counseling Benefit

What is the therapeutic counseling benefit?

If as the result of a covered accident, an insured suffers a loss for which a benefit is payable under the terms of this certificate, other than loss of life, we will pay an additional benefit equal to the lesser of:

- (1) the reasonable expenses incurred by the insured for therapeutic counseling; or
- (2) 2% of the insured's amount of AD&D insurance, subject to a minimum of \$250 and a maximum of \$2,000 per month for up to 12 consecutive months.

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 one year after the date of the loss.

Therapeutic 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.

Portability Benefit

(The Portability Benefit does not apply to Core AD&D insurance.)

What is the portability benefit?

The portability benefit provides for continuation of your group AD&D insurance if you no longer meet the eligibility requirements of this certificate, except as provided for herein.

To continue coverage under the provisions of this benefit, you must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Coverage provided by this benefit will be effective the date we receive the completed application. This date is considered to be the insured's portability date and the insured is then considered to have portability status.

Who is eligible to continue insurance under this benefit?

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

- (1) the employee terminates employment, including retirement; or

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

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

- (1) has attained the age of 100; or
- (2) is an employee and was not actively at work due to sickness or injury on the date immediately preceding his or her portability date; or
- (3) loses eligibility due to termination of the group policy.

What insurance can be continued under this benefit?

Only Voluntary AD&D insurance may be continued under this benefit. If an employee elects to continue his or her own coverage according to the provisions of this benefit, he or she may also elect to continue contributory insurance for any other dependent insured under his or her certificate.

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

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

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

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

The maximum amount of AD&D insurance that can be continued under this benefit is the amount of insurance that was in force on the insured's portability date, but not more than \$500,000 for an employee or \$250,000 for a spouse/domestic partner.

Will the amount of insurance continued under this benefit change?

Yes. On the first day of the month following the date an insured attains age 70, the amount of insurance on his or her life continued under this supplement will reduce to 50% of the amount of insurance in force on the day prior to attainment of age 70. Insurance will further reduce to 35% at age 75 and 20% at age 80. Insurance terminates at age 100.

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

Yes. An insured may elect to reduce the amount of AD&D insurance, subject to the minimum amount. The amount of insurance continued under this benefit will never increase.

How will premium contributions be paid?

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

Can the premium rate change?

Yes. The premium rate may increase on the portability date. The premium rate may also increase in the future.

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

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

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

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

Any insurance continued under the terms of this benefit will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this benefit terminate?".

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

When will insurance continued under this benefit terminate?

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

- (1) the insured's 100th birthday; or
- (2) the date the insured again meets the eligibility requirements of the certificate, not including the terms of this benefit; or
- (3) in the case of a dependent child or a spouse/domestic partner who is insured under the

employee's certificate, the date the employee's coverage is no longer being continued or the date the spouse/domestic partner or child ceases to be eligible as defined under the terms of the certificate; or

- (4) 31 days after the due date of any premium contribution which is not made; or
- (5) the date you request to terminate this coverage.

Waiver of Premium Benefit

(The Waiver of Premium Benefit does not apply to Core AD&D insurance.)

What is the waiver of premium benefit?

This benefit provides for waiver of premium if you become totally and permanently disabled, as defined herein, while under age 60. Upon approval of proof of such disability, your Voluntary AD&D insurance, including all benefits to your certificate, except for Core AD&D insurance, which were in force on the date of the onset of your disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total and permanent disability.

What is total disability?

Total disability is a disability which occurs while your Voluntary AD&D insurance is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably suited by education, training, or experience on a full or part time basis. You must be under the care of a licensed physician. The licensed physician cannot be you or a member of your immediate family. For purposes of this benefit, your immediate family consists of your spouse/domestic partner/domestic partner, children, parents, grandparents, grandchildren, brothers and sisters, and their spouse/domestic partners.

What is permanent disability?

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

Are there any limitations?

Yes. Voluntary AD&D insurance will not be continued if your disability results from intentionally self-inflicted injury, participation in or any attempt to commit a crime, or war or any act of war, whether declared or undeclared.

What will be considered due proof of total and permanent disability?

You must furnish evidence satisfactory to us as to both substance and form that your disability:

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

We will, from time to time, also require additional proof satisfactory to us that you continue to be totally and permanently disabled. After you have provided at your expense the requested claim forms and records, we may also require that you submit to one or more medical examinations at our expense.

When must we be notified of your total disability?

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

When must we be notified of a covered loss while you are totally disabled?

We must receive written notice at our home office within one year of the date you suffer a covered loss during a period of continuance provided by this benefit. Proof satisfactory to us as to both substance and form must be furnished that you continued to be totally disabled during the entire period of continuance until the loss. If such notice and proof are not provided within the required time frame, there shall be no liability for any payment under this benefit. However, failure to give notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

What is the amount of insurance to be continued under this benefit?

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

If the group policy provides for reductions in amounts of Voluntary AD&D insurance based on age or retirement, such reductions shall apply to your insurance while disabled.

How long will insurance be continued without payment of premium?

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

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

Insurance being continued without further payment of premium under the provisions of this benefit will not end due solely to the termination of this benefit or of the group policy.

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

When the waiver of premium benefit ends according to the provision entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If this certificate is in force and you meet the eligibility requirements of this certificate, your insurance can be continued. Premium will no longer be waived and premium payment must be resumed; or
- (2) If this certificate is not in force or you do not meet the eligibility requirements of this certificate, insurance shall terminate.

What if you are totally disabled and you die as a result of a covered accident before a waiver claim is submitted and approved?

If you die as a result of a covered accident within one year of the date of onset of your total disability, the beneficiary may claim benefits even if your Voluntary AD&D insurance terminated and you had not submitted due proof satisfactory to us of your total disability or were continuously disabled for less than nine months. The beneficiary must submit proof satisfactory to us that your total disability, which began while your Voluntary AD&D insurance was in force and before your 60th birthday, continued without interruption until your death.

What if you are totally disabled and you suffer a covered dismemberment before a waiver claim is submitted and approved?

If you are totally disabled and you suffer a covered dismemberment as the result of a covered accident within one year of the date of onset of your disability, you may claim benefits even if premium payments were discontinued and you had not submitted due proof satisfactory to us of your total disability or were continuously disabled for less than nine months. You must submit proof satisfactory to us that your total disability, which began while your insurance was in force and before your 60th birthday, continued without interruption until your covered dismemberment.

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, unless the insurance can be continued under the portability provisions; or
- (3) the date the group policy is amended so the insured is no longer eligible, unless the insurance can be continued under the portability provisions; or

- (4) 60 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) 60 days (the grace period) after the due date of any premiums which are not paid; or
- (2) 90 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?

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, and terminating the coverage.

Is the policyholder required to maintain records?

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

If an administrative or clerical error is made in keeping records on or administering the insurance under the group policy, it will not affect otherwise valid insurance. A clerical or administrative error, however, does not continue insurance which is otherwise stopped, make insurance

effective when it should not have been or change the amount of insurance provided by the provisions of the policy and no claim shall be paid on amounts put into effect as a result of a past clerical or administrative error. If an error causes a change in premium payment, a fair adjustment will be made.

Can insurance coverage be contested?

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

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

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. 70562, issued by Securian Life Insurance Company to University of North Carolina System. 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 cover page of the certificate is amended to include the following:

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the company.

Important Cancellation Information — Please Read The Provision Entitled, “When does the group policy terminate?,” Found On Page 13.

2. The provision entitled “**What is your agreement with us?**” under the **General Information** section is amended in its entirety and replaced with the following:

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 be considered representations and not warranties. After two years from the date of issue of this certificate, no misstatements made by you in the application for such insurance shall be used to void the certificate or deny a claim for loss incurred commencing after the expiration of such two-year period.

3. The provision entitled “**What dependents are eligible for AD&D insurance under this certificate?**” under the **General Information** section is amended in its entirety and replaced with the following:

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; or
- (2) your registered domestic partner; and
- (3) your or your spouse's/domestic partner's natural, legally adopted, foster, stepchildren or any child that you have been required by a court or administrative order to provide health plan coverage for who are between the ages of birth and 26 years old. An adopted child includes a child from the moment of placement in the adoptive home regardless of whether or not the adoption has become final. A foster child includes a child from the moment of placement in the foster home. Eligibility begins at the moment of birth (stillborn or unborn children are not eligible).

After age 26, coverage for an unmarried child who is incapable of sustaining employment by reason of mental retardation or physical handicap, who became so incapacitated prior to the attainment of age 26 years of age and who is chiefly dependent upon you for support and maintenance, shall not terminate but coverage shall continue so long as your coverage remains in force and so long as the child remains in such condition.

Domestic Partner means each of two people, one of whom is an employee of the policyholder, who:

- (1) have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with government agency where such registration is available; or
- (2) are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other.

Each person must be:

- (1) 18 years of age or older;
- (2) unmarried;
- (3) the sole domestic partner of the other;
- (4) sharing a primary residence with the other; and
- (5) not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and signed by the employee.

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).

4. 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 an 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 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 365 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 from any of the following:

- (1) intentionally self-inflicted injury, self-destruction, or autoeroticism, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) an insured's participation in, or attempt to commit, a felony, or your being engaged in an illegal occupation, regardless of any legal proceedings thereto; or
- (4) bodily or mental infirmity, illness or disease, except for accidental ptomaine poisoning; or
- (5) the use of alcohol; or
- (6) the use of prescription drugs, medications and non-prescription drugs, unless taken or used as prescribed by a Physician, or an over-the-counter drug taken as directed.
- (7) the use of illegal drugs, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected; or
- (8) motor vehicle collision or accident where the insured is the operator of the motor vehicle and their 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
- (9) infection, other than bacterial infection occurring simultaneously with, and as a direct and independent result of, the accidental injury; or
- (10) medical or surgical treatment or diagnostic procedures or any resulting complications, including complications from medical misadventure; or

- (11) 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 as a pilot, crew member or employee (who is required to fly in the course of their employment with the policyholder) on a policyholder owned, operated or leased aircraft.
- (12) war or any act of war, whether declared or undeclared. This exclusion does not apply when the insured is a known service member at the time of sale; or
- (13) exposure to nuclear explosion, nuclear energy or nuclear elements, hazardous waste and other toxins, except as the result of involuntary exposure to such.

5. 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 or our authorized agent within 180 days after the date of loss. However, failure to give such notice and proof within the time provided will not invalidate or reduce the claim if it was not reasonably possible to provide proof within this 180 day period. However, proof must be provided within 1 year of the loss, except in the absence of legal capacity. 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.

6. 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.

7. The provision entitled “**How will premium contributions be paid?**” under the **Portability Benefit** section is amended in its entirety and replaced with the following:

How will premium contributions be paid?

Premium contributions will be paid directly to us on a monthly, quarterly, semi-annual, or annual basis. We may adjust the amount of the charge, but not prior to the end of the first year, nor more frequently than once every six months. You will receive written notice of any change at least 45 days prior to the effective date of the change.

8. The “**Therapeutic Counseling Benefit**” provision under the **Additional Benefits** section is amended in its entirety and replaced with the following:

Therapeutic Counseling Benefit

What is the therapeutic counseling benefit?

If as the result of a covered accident, an insured suffers a loss for which a benefit is payable under the terms of this certificate, other than loss of life, we will pay an additional benefit equal to the lesser of:

- (1) the reasonable expenses incurred by the insured for therapeutic counseling; or
- (2) 2% of the insured’s amount of AD&D insurance, subject to a minimum of \$250 and a maximum of \$2,000 per month for up to 12 consecutive months.

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

- (1) begin within 180 days after the date of the loss; and
- (2) be incurred no later than one year after the date of the loss.

Therapeutic 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.

9. The following provision is added to the **Termination** section:

Can insurance be reinstated?

If any renewal premium be not paid within the time granted for payment, a subsequent acceptance of premium by us or by any agent duly authorized by us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate your coverage. The reinstated coverage shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement. In all other respects you and we shall have the same rights thereunder as we had under the certificate immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement.

10. The provision entitled "**Do we have the right to obtain independent medical verification?**" under the **Additional Information** section is amended in its entirety and replaced with the following:

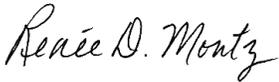
Do we have the right to obtain independent medical verification?"

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, and to make an autopsy in the case of death where it is not forbidden by law.

11. The provision entitled "**Can insurance coverage be contested?**" under the **Additional Information** section is amended in its entirety and replaced with the following:

Can insurance coverage be contested?

After this certificate has been in force for a period of two years during your lifetime, it shall become incontestable as to the statements contained in the application.



Secretary



President

Important Notice

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

**NOTICE CONCERNING COVERAGE
LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA
LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies and Health Maintenance Organizations (HMOs) licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer or HMO becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted **in the box** below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty Association may or may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

**The North Carolina Life and Health Insurance Guaranty Association
4441 Six Forks RD STE 106-153
Raleigh, North Carolina 27609-5729
<https://www.nclifega.org/>**

**North Carolina Department of Insurance, Consumer Division
1201 Mail Service Center
Raleigh, North Carolina 27699-1201**

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. **On the back of this page** is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer or HMO. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange;

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed the average rate specified in the law;
- dividends;
- experience or other credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals) unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered;
- a policy or contract commonly known as Medicare Part C, Medicare Part D, Medicaid, or any regulations issued pursuant thereto.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Association is obligated to pay out as follows:

- (1) The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.
- (2) Except as provided in (3), (4) and (5) below, the guaranty association will pay a maximum of \$300,000 per individual, per insolvency, no matter the number of policies or types of policies issued by the insolvent company.
- (3) The guaranty association will pay a maximum of \$500,000 with respect to a health benefit plan.
- (4) The guaranty association will pay a maximum of \$1,000,000 with respect to the payee of a structured settlement annuity.
- (5) The guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.

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