Group Accident Insurance Certificate

The State Employees Association of North Carolina (SEANC)

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR HEALTH CARE PLAN PREMIUMS. SHALL: (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR HEALTH CARE PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY SUCH PREMIUMS IN ACCORDANCE WITH THE INSURANCE OR PLAN CONTRACT, AND (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS PRIOR TO THE TERMINATION OF SUCH COVERAGE, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF GENERAL STATUTES CHAPTER 58 AND THEIR RIGHTS UNDER THE FEDERAL CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA). VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

LIFE INSURANCE COMPANY OF NORTH AMERICA

Life Insurance Company of North America 1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235 A Stock Insurance Company

GROUP ACCIDENT CERTIFICATE

THIS CERTIFICATE PROVIDES LIMITED COVERAGE. PLEASE READ YOUR CERTIFICATE CAREFULLY.

We, the Life Insurance Company of North America, have issued a Group Policy, AK 050464 to The State Employees Association of North Carolina (SEANC), SEIU Local 2008.

We certify that we insure all eligible persons who are enrolled according to the terms of the Group Policy. Your coverage will begin according to the terms set forth in the *Eligibility and Effective Date* provision.

This Certificate describes the benefits and basic provisions of your coverage. It is not the insurance contract and does not waive or alter any terms of the Policy. If questions arise, the Policy language will govern. You may examine the Policy at the office of the Policyholder.

This Certificate replaces all prior Certificates issued to you under the Group Policy.

Matthew G. Manders, President

Mother & Monden

CANCELLATION INFORMATION Please read the provision entitled Termination of Insurance.

THIS CERTIFICATE IS ISSUED UNDER AN ACCIDENT ONLY POLICY. IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.

GA-00-CE1000.34

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the provisions carefully.

The Schedule of Benefits provides a brief outline of your coverage and benefits. Please read the Description of Coverages and Benefits Section for full details.

Policyholder: The State Employees Association of North Carolina (SEANC), SEIU Local 2008

Effective Date of Policyholder Participation: October 1, 2011

Aggregate Limit of Liability:

Each Covered Accident None

Applies to: Basic Accidental Death and Dismemberment Benefits

If this aggregate amount does not allow all Covered Persons to be paid the amounts the specified benefits otherwise provided, the amount paid for each Covered Person is the proportion each Loss bears to the Aggregate Limit of Liability.

Covered Class: Class 2 - Each active and retired dues paying Member of The State Employees Association of North

Carolina with a membership effective date occurring on or after October 1, 2011.

SCHEDULE OF BENEFITS

This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Member's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Member must be in a Covered Class to be eligible for coverage.

For Members eligible on or

before the Policy Effective Date:

No Waiting Period

For Members eligible after

the Policy Effective Date: No Waiting Period

Time Period for Loss:

Any Covered Loss must

occur within: 365 days of the Covered Accident

Maximum Age for Insurance: None

BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Member Principal Sum: \$1,000

SCHEDULE OF COVERED LOSSES

Covered Loss Benefit

Loss of Life100% of the Principal SumLoss of Two or More Hands or Feet100% of the Principal SumLoss of Sight of Both Eyes100% of the Principal Sum

Loss of One Hand or One Foot

and Sight in One Eye 100% of the Principal Sum

Loss of Speech and

Hearing (in both ears)

Loss of One Hand or Foot

Loss of Sight in One Eye

Loss of Speech

Loss of Hearing (in both ears)

100% of the Principal Sum
50% of the Principal Sum
50% of the Principal Sum
50% of the Principal Sum

Loss of Thumb and Index Finger

of the Same Hand 25% of the Principal Sum

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the Schedule of Covered Losses and are not paid in addition to any other Accidental Death and Dismemberment benefits.

EXPOSURE AND DISAPPEARANCE COVERAGE provides the Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Member Principal Sum: \$25,000 units

Maximum: \$500,000; Benefits amounts in excess of \$150,000 are limited to

5 X times annual earnings or pension benefits

Spouse or Domestic Partner Principal Sum:

If no Dependent Children are insured: 50% of the Member's Principal Sum If one or more Dependent Children are insured: 40% of the Member's Principal Sum

Maximum: \$250,000

Dependent Child Principal Sum:

If Spouse or Domestic Partner is insured: 10% of the Member's Principal Sum If no Spouse or Domestic Partner is insured: 15% of the Member's Principal Sum

Maximum: \$25,000

SCHEDULE OF COVERED LOSSES

Loss of Life 100% of the Principal Sum Loss of Two or More Hands or Feet 100% of the Principal Sum Loss of Sight of Both Eyes 100% of the Principal Sum Loss of One Hand or One Foot and Sight in One Eye 100% of the Principal Sum Loss of Speech and Hearing (in both ears) 100% of the Principal Sum Ouadriplegia 100% of the Principal Sum Paraplegia 66.7% of the Principal Sum 66.7% of the Principal Sum Hemiplegia Uniplegia 50% of the Principal Sum Coma Monthly Benefit 1% of the Principal Sum Number of Monthly Benefits When Payable At the end of each month during which the Covered

Benefit

Person remains comatose
Lump Sum Benefit
When Payable
Loss of One Hand or Foot
Loss of Sight in One Eye

Person remains comatose
100% of the Principal Sum
Solve of the Principal Sum
50% of the Principal Sum

Loss of Sight in One Eye

Severance and Reattachment of One Hand or Foot

Loss of Speech

Loss of Hearing (in both ears)

50% of the Principal Sum
50% of the Principal Sum
50% of the Principal Sum

Loss of Thumb and Index Finger

of the Same Hand 25% of the Principal Sum

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the Schedule of Covered Losses and are not paid in addition to any other Accidental Death and Dismemberment benefits.

EXPOSURE AND DISAPPEARANCE COVERAGE provides the Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE provides the Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

ADDITIONAL ACCIDENT BENEFITS

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

COMMON ACCIDENT BENEFIT

Covered Loss

Covered Spouse Benefit up to 100% of the Member's Principal Sum subject to a maximum of \$250,000

INCREASED DEPENDENT CHILD DISMEMBERMENT BENEFIT

Benefit 100% multiplied by the percentage of the Member's Principal Sum applicable to the Covered Loss, as shown in the Schedule of Covered Losses

SEATBELT AND AIRBAG BENEFIT

Seatbelt Benefit 10% of the Principal Sum subject to a Maximum Benefit of

\$50,000

Airbag Benefit 5% of the Principal Sum subject to a Maximum Benefit of

\$25,000

SPECIAL EDUCATION BENEFIT

Surviving Dependent Child Benefit 5% of the Principal Sum subject to a Maximum Benefit of

\$5,000

Maximum Number of Annual Payments

For Each Surviving Dependent Child 4

Default Benefit \$1,000

SPOUSE OR DOMESTIC PARTNER RETRAINING BENEFIT

Benefit up to a Maximum Benefit of \$3,000

GA-00-1100.00

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. The words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Aircraft

A vehicle which:

- 1. has a valid certificate of airworthiness; and
- 2. is being flown by a pilot with a valid license to operate the Aircraft.

Annual Compensation

A Member's annual earnings for normal work or pension benefits.

Covered Accident

A sudden, unforeseeable event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

- 1. occurs while the Covered Person is insured under this Policy;
- 2. is not contributed to by disease, Sickness, mental or bodily infirmity;
- 3. is not otherwise excluded under the terms of this Policy.

Covered Injury

Any bodily harm that results directly and independently of all other causes from a Covered Accident.

Covered Loss

A loss that is all of the following:

- 1. the result, directly and independently of all other causes, of a Covered Accident;
- 2. one of the Covered Losses specified in the Schedule of Covered Losses;
- 3. suffered by the Covered Person within the applicable time period specified in the *Schedule of Benefits*.

Covered Person

An eligible person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force. The term Covered Person shall include, where this Policy provides coverage, an eligible Spouse and eligible Dependent Children.

Dependent Child(ren)

An Member's unmarried child who meets the following requirements:

- 1. A child from live birth to 19 years old;
- 2. A child who is 19 or more years old but less than 25 years old, enrolled in a school as a full-time student and primarily supported by the Member;
- 3. A child who is 19 or more years old, primarily supported by the Member and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes an Member's:

- 1. Natural child;
- 2. Adopted child, beginning with any waiting period pending finalization of the child's adoption;
- 3. Stepchild who resides with the Member;
- 4. Child for whom the Member is legal guardian, as long as the child resides with the Member and depends on the Member for financial support. Financial support means that the Member is eligible to claim the dependent for purposes of Federal and State income tax returns.

He, His, Him

Refers to any individual, male or female.

Hospital

An institution that meets all of the following:

- 1. it is licensed as a Hospital pursuant to applicable law;
- 2. it is a State tax-supported institution;
- 3. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- 4. it is managed under the supervision of a staff of medical doctors;
- 5. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 6. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 7. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent, custodial, educational or nursing care;
- 2. the aged, drug addicts or alcoholics;
- 3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.

Member

For eligibility purposes, a Member is any one of the following:

- 1. a person who meets all of the conditions of membership;
- 2. a person who is in one of the Covered Classes.

Nurse

A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not:

- 1. employed or retained by the Policyholder;
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Physician

A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder;
- 2. living in the Covered Person's household;
- 3. a parent, sibling, spouse or child of the Covered Person.

Prior Plan

The plan of insurance providing similar benefits, sponsored by the Association in effect immediately prior to this Policy's Effective Date.

Sickness

A physical or mental illness.

Spouse

The Member's lawful spouse.

Totally Disabled or Total Disability

Totally Disabled or Total Disability means either:

- 1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or
- 2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

We, Us, Our Life Insurance Company of North America.

You, Your

The person to whom the certificate is issued.

GA-00-1200.00

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Policy Effective Date

The Insurance Company agrees to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page.

Eligibility

An Member becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. A Spouse and Dependent Children of an eligible Member become eligible for any dependent insurance provided by this Policy on the later of the date the Member becomes eligible and the date the Spouse or Dependent Child meets the applicable definition shown in the *Definitions* section of this Policy. No person may be eligible for insurance under this Policy as both an Member and a Spouse or Dependent Child at the same time.

Effective Date for Individuals

Basic Accidental Death and Dismemberment Benefits

Insurance becomes effective for an eligible Member on the latest of the following dates:

- 1. the effective date of this Policy;
- 2. the date the Member becomes eligible.

Voluntary Accidental Death and Dismemberment Benefits

Insurance becomes effective for an eligible Member who agrees to make required contributions on the latest of the following dates:

- 1. the effective date of this Policy;
- 2. the date the Member becomes eligible;
- 3. the date We receive the Member's completed enrollment form and the required first premium, during his lifetime.

Insurance becomes effective for an Member's eligible dependents if the Member applies and agrees to make required contributions within 31 days of the date his dependents become eligible and on the latest of the following dates:

- 1. the effective date of this Policy;
- 2. the date the Member becomes eligible;
- 3. the date the Member's insurance becomes effective;
- 4. the date the dependent meets the definition of Spouse or Dependent Child, as applicable;
- 5. the date We receive a completed enrollment form for Spouse and Dependent Child coverage and the required first premium, during each dependent's lifetime.

Insurance becomes effective for a newborn Dependent Child automatically from the moment of the child's live birth. Insurance for that Dependent Child automatically ends 31 days later unless the Member has a Spouse or other Dependent Children insured under this Policy or makes a request to cover the child and pays the required initial premium, during the child's lifetime.

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

- 1. a change in benefits provided by this Policy; or
- 2. a change in the Member's Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

TERMINATION OF INSURANCE

The insurance on a Covered Person will end on the earliest date below:

- 1. the date this Policy or insurance for a Covered Class is terminated;
- 2. the next premium due date after the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
- 3. the last day of the last period for which premium is paid;
- 4. with respect to a Spouse or Dependent Child, the date of the death of the covered Member or the date of divorce from the covered Member unless the Spouse elects to continue insurance, including insurance on Dependent Children. See *Continuation of Insurance* section.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

CONTINUATION OF INSURANCE

We will continue insurance under this Policy for a Spouse and Dependent Children of a covered Member who dies, without payment of premium for 24 months. The Spouse and Dependent Children: (a) must have been insured under this Policy on the date the Member died; and (b) must continue to meet all other requirements for eligibility. Coverage continued under this provision will terminate on the earlier of the end of the 24th month and the date the Spouse or any Dependent Children ceases to meet all other requirements for eligibility.

GA-00-1300.00

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

- 1. intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
- 2. commission or attempt to commit a felony or an assault;
- 3. commission of or active participation in a riot or insurrection;
- 4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
- 5. declared or undeclared war or act of war;
- 6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
 - a. except as a passenger on a regularly scheduled commercial airline;
 - b. being flown by the Covered Person or in which the Covered Person is a member of the crew;
 - c. being used for:
 - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
 - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
 - d. designed for flight above or beyond the earth's atmosphere;
 - e. an ultra-light or glider;
 - f. being used for the purpose of parachuting or skydiving;
 - g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
- 7. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- 8. travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be 'controlled' by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year:
- 9. a Covered Accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. Covered Accidents that occur while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days.
- 10. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred;
- 11. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- 12. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
- 13. travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle;
- 14. participation in any morotorized race or contest of speed;
- 15. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program;
- 16. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence including malpractice.

GA-00-1403.00

CONVERSION PRIVILEGE

- 1. If the Covered Person's insurance or any portion of it ends for any of the following reasons:
 - a. membership ends;
 - b. eligibility ends (except for age for the Employee or Covered Spouse);

the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated group policy. The Covered Person may apply for an amount of coverage that is:

- a. in \$1,000 increments;
- b. not less than \$25,000, regardless of the amount of insurance under the group policy; and
- c. not more than the amount of insurance he had under the group policy, except as provided above, up to a maximum amount of \$250,000.

The Covered Person must be under age 70 to get a converted policy.

If the Covered Person's insurance or any portion of it ends for non-payment of premium, he may not convert. If the Covered Person's insurance ends for a reason described in 2. below, conversion is subject to that section.

The converted policy or certificate will cover accidental death and dismemberment. The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

If the Covered Person has converted his group coverage and later becomes insured under the same group plan as before, he may not convert a second time unless he provides, at his own expense, proof of insurability or proof the prior converted policy is no longer in force.

The Covered Person must apply for the individual policy within 31 days after his coverage under this Group Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk. If the Covered Person has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

If the Covered Person suffers a Covered Loss or dies during this 31-day period as the result of an accident that would have been covered under this Group Policy, We will pay as a claim under this Group Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Group Policy.

The individual policy or certificate will take effect on the day following the date coverage under the Group Policy ended; or, if later, the date application is made.

Exclusions

The converted policy may exclude the hazards or conditions that apply to the Covered Person's group coverage at the time it ends. We will reduce payment under the converted policy by the amount of any benefits paid under the group policy if both cover the same loss.

- 2. If the Covered Person's insurance ends because this Group Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Group Policy or, any group accident insurance issued to the Employer which the Group Policy replaced, for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
 - a. coverage under this Group Policy less any amount of group accident insurance for which he is eligible on the date this Group Policy is terminated or for which he became eligible within 31 days of such termination, or
 - b. \$10,000.

Extension of Conversion Period

If the Covered Person is eligible to convert and is not notified of this right at least 15 days prior to the end of the 31 day conversion period, the conversion period will be extended. The Covered Person will have 15 days from the date notice is given to apply for a converted policy or certificate. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to the Covered Person by the Policyholder or mailed to the Covered Person's last known address as reported by the Policyholder.

If the Covered Person sustains a Covered Loss or dies during the extended conversion period, but more than 31 days after his coverage under the Group Policy terminates, benefits will not be paid under the Group Policy. If the Covered Person's application for a converted policy or certificate is received by Us and the required premium is paid, benefits may be payable under the converted policy or certificate.

GA-01-1505.00

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us at Our Home Office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, policy and certificate number.

Claim Forms

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 180 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 180 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the *Beneficiary* provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered Member or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$3,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine You, Your Spouse and/or Dependent Child when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Beneficiary

The beneficiary is the person or persons You name or change on a form executed by You and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy. Any Accidental Death Benefit payable at the death of Your Spouse or Dependent Child will be paid to You or Your estate.

A beneficiary designation or change will become effective on the date You execute it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless You have specified otherwise. The share of any beneficiary who does not survive You, Your Spouse or Dependent Child will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if You die while benefits are payable to You, We may make direct payment to the first surviving class of the following classes of persons:

- 1. spouse;
- 2. child or children;
- 3. mother or father;
- 4. sisters or brothers;
- 5. your estate or the estate of your Spouse and/or Dependent Children.

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when You, Your Spouse or Dependent Children die, We may recover the overpayment from Your, Your Spouse's or Dependent Child's estate.

GA-00-CE1600.00

ADMINISTRATIVE PROVISIONS

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the Policy, the plan and amounts of insurance in effect. If Your, Your Spouse's and/or Dependent Child's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day after the reduction took place.

Grace Period

A Grace Period of 45 days will be granted for payment of required premiums under this Policy. Insurance under this Policy for You, Your Spouse and/or Dependent Children will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.

GA-00-CE1701.00

GENERAL PROVISIONS

Misstatement of Fact

If You, Your Spouse or Dependent Children have misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Multiple Certificates

You may have in force only one certificate of insurance at a time under this Policy. If at any time You have been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

Assignment

We will be bound by an assignment of a Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and the Covered Person's certificate remains in force.

Incontestability of Your, Your Spouse's and/or Dependent Child's Insurance

All statements made by You, Your Spouse and/or Dependent Children are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from Your, Your Spouse's and/or Dependent Child's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

Clerical Error

Insurance for You, Your Spouse and/or Dependent Children will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Policy Changes

We may agree with the Policyholder to modify a plan of benefits without Your, Your Spouse's and/or Dependent Child's consent.

Workers' Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

GA-00-CE1800.00

DESCRIPTION OF COVERAGES AND BENEFITS

This Description of Coverages and Benefits Section describes the Accident Coverages and Benefits provided to You. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the Schedule of Benefits. Certain words capitalized in the text of these descriptions have special meanings within this Certificate and are defined in the General Definitions section. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations applicable to these coverages and benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

Definitions

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Loss of Toes means complete Severance through the metatarsalphalangeal joint.

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Uniplegia means total Paralysis of one upper or one lower limb.

Coma means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Exclusions GA-00-2100.00 The exclusions that apply to this benefit are in the Common Exclusions section.

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death and Dismemberment benefits payable.

EXPOSURE AND DISAPPEARANCE COVERAGE

Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses*, will be payable if a Covered Person suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section. GA-00-2202.00

NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE

Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses*, will be payable subject to the following conditions if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while the Covered Person is a member of the U.S. Military Reserve or National Guard.

While the Covered Person is a member of the U.S. Military Reserve or National Guard, coverage under this Policy will remain in force beyond the 31-day active duty training period and continue:

- 1. during the Covered Person's initial training period;
- 2. if the Covered Person is called to active duty for a domestic emergency.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section. GA-00-2204.00

ADDITIONAL ACCIDENT BENEFITS

Accidental Death and Dismemberment benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death and Dismemberment benefit payable.

COMMON ACCIDENT BENEFIT

We will increase the Loss of Life benefit payable for the covered Spouse to 100% of the Member's Principal Sum if both the Member and the covered Spouse die directly and independently of all other causes from a Common Accident and are survived by one or more Dependent Children.

Definition For purposes of this benefit:

Common Accident means the same Covered Accident or separate Covered Accidents that occur within the same 24-hour period.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section. GA-00-2224.00

INCREASED DEPENDENT CHILD DISMEMBERMENT BENEFIT

We will pay an additional benefit if a covered Dependent Child sustains a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident for which Accidental Dismemberment benefits are payable under this Policy.

If the covered Dependent Child sustains more than one Covered Loss as a result of the Covered Accident, the Increased Dependent Child Benefit will be based on 100% multiplied by the percentage of the Member's Principal.

If the covered Dependent Child dies within 365 days of the same Covered Accident, the Loss of Life benefit under the Accidental Death and Dismemberment Benefit will not be reduced by the dismemberment benefit received under the Increased Dependent Child Dismemberment Benefit.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section. GA-00-2239.00

SEATBELT AND AIRBAG BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

If such certification or police report is not available or it is unclear whether the Covered Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System.

In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.

Definitions

For purposes of this benefit:

Supplemental Restraint System means an airbag that inflates upon impact for added protection to the head and chest areas.

Automobile means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor-home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

Exclusions GA-00-2251.00 The exclusions that apply to this benefit are in the Common Exclusions Section.

SPECIAL EDUCATION BENEFIT

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits*, for each qualifying Dependent Child who is insured under the covered Member's certificate on the date he dies. The Covered Person's death must result, directly and independently of all other causes from a Covered Accident for which an Accidental Death Benefit is payable under this Policy. This benefit is subject to the conditions and exclusions described below.

A qualifying Dependent Child must:

- 1. a. be enrolled as a full-time student in an accredited school of higher learning beyond the 12th grade level on the date of the covered Member's Covered Accident; or
 - b. be at the 12th grade level on the date of the covered Member's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his education as a full-time student.
- 2. continue his education as a full-time student in such accredited school of higher learning; and

3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

Payments will be made to each qualifying Dependent Child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the covered Member died, if the surviving Dependent Child was enrolled on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he enrolls in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

If no Dependent Child qualifies for Special Education Benefits within 365 days of the covered Member's death, We will pay the default benefit shown in the *Schedule of Benefits* to the covered Member's beneficiary.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section. GA-00-2252.00

SPOUSE RETRAINING BENEFIT

We will pay expenses incurred, as described below, up to the Maximum Benefit shown in the *Schedule of Benefits*, to enable the covered Member's Spouse to obtain occupational or educational training needed for employment if the covered Member dies directly and independently of all other causes from a Covered Accident. A covered Spouse must have been insured under this Policy on the date of the covered Member's death to be eligible for this benefit. This benefit is subject to the conditions and exclusions described below.

This benefit will be payable if the covered Member dies within one year of a Covered Accident and is survived by his Spouse who:

- 1. enrolls, within three years after the covered Member's death in any accredited school for the purpose of retraining or refreshing skills needed for employment; and
- 2. incurs expenses payable directly to, or approved and certified by, such school.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section. GA-00-2254.00

Life Insurance Company of North America

a stock insurance company

Rider to the Certificate Made a Part of Group Policy No. AK 050464 Effective Date of Rider: October 1, 2011, or if later the Effective Date of the Member's Certificate

MODIFICATION OF GROUP ACCIDENT POLICY TO ADD DOMESTIC PARTNER AS AN ELIGIBLE DEPENDENT FOR ACCIDENT INSURANCE

The provisions of the Certificate are modified as follows:

- 1. A. All references to the term "Spouse" are replaced with "Spouse or Domestic Partner", except for the following references:
 - a. The definition of "Spouse" remains unchanged.
 - b. Any reference to "lawful spouse", "legal spouse", "husband" or "wife" remains unchanged.
 - c. The reference to "spouse" in the last paragraph of the section titled, "Beneficiary" under the Claim Provisions, remains unchanged.
 - d. The item regarding when a Spouse's coverage will end in the paragraph titled, "Termination of Insurance" under the Eligibility and Effective Date Provisions, remains unchanged.
 - B. In the paragraph titled, "Termination of Insurance" under the Eligibility and Effective Date Provisions, the following item regarding when a Domestic Partner's coverage will end is added:
 - "6. with respect to a Domestic Partner, the date of the death of the covered Member or the date such person no longer qualifies as a Domestic Partner, unless such person elects to continue insurance. See *Continuance of Insurance* section."
 - C. Under the General Definitions, item number 3 in the last paragraph of the "Dependent Child(ren)" definition, is changed to:
 - 3. Stepchild who resides with the Member, including a Domestic Partner's child who resides with and is financially dependent upon the Member.
- 2. The following Domestic Partner definition is added to the General Definitions section of the Certificate.

Domestic Partner means a person of the same or opposite sex who meets all of the following criteria:

- a. Shares the covered Member's permanent residence.
- b. Has resided with the covered Member continuously for at least six months and is expected to reside with the covered Member indefinitely.
- c. Is financially interdependent with the covered Member in each of the following ways:
 - a. by holding one or more credit or bank accounts, including a checking account, as joint owners.
 - b. by owning or leasing their permanent residence as joint tenants.
- d Has signed a domestic partner declaration with the covered Member, if the covered Member resides in a jurisdiction that provides for domestic partner declarations.
- e. Has not signed a domestic partner declaration with any other person within the last 12 months.
- f. Is no less than 18 years of age or more than 70 years of age.
- g. Is not currently legally married to any other person.
- h. Is not a blood relative any closer than would prohibit legal marriage.

In addition to the above requirements, consent of either party to the Domestic Partner relationship must not have been obtained by force, duress, or fraud.

A covered Member's Domestic Partner is eligible for Accident Insurance Benefits under the Policy on the later of the Member's eligibility date or the date the person becomes the covered Member's Domestic Partner and if all the following conditions are met.

- a. The covered Member has not been married to any person within the last 12 months.
- b. The Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to the covered Member.
- c. The covered Member and Domestic Partner furnish a notarized affidavit or signed statement reflecting these requirements, and an agreement to notify the Insurance Company if the requirements cease to be met, on a form acceptable to the Insurance Company.
- 3. To obtain insurance for a Domestic Partner, a covered Member must request coverage in writing and agree to make any required premium contributions. Insurance will be effective for a Domestic Partner on the same date specified for a Spouse in the section titled "Effective Date for Individuals" under the Eligibility and Effective Date Provisions of the Certificate.

The Principal Sum applicable to a Domestic Partner is the same Principal Sum applicable to a Spouse as shown in the Schedule of Benefits.

Benefits for a covered Domestic Partner will be paid in accordance with the Claim Provisions of the Certificate.

Except for the above, this Rider does not change the Certificate to which it is attached.

Life Insurance Company of North America

Mother G. Monder

Matthew G. Manders, President

TL-007152

UNDERWRITTEN BY: LIFE INSURANCE COMPANY OF NORTH AMERICA a CIGNA company

Class 2

10/2011

