

**YOUR  
BENEFIT  
PLAN**

Asheville-Buncombe Technical Community College

**Maryland**

**The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.**

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your or Your Dependent's eligibility for benefits for any claim You or Your beneficiaries make on The Policy. We will:

- 1) obtain with Your or Your beneficiaries' cooperation and authorization if required by law, only such information that is necessary to evaluate Your or Your beneficiaries' claim and decide whether to accept or deny Your or Your beneficiaries' claim for benefits. We may obtain this information from Your or Your beneficiaries' Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You or Your Dependent's physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your or Your beneficiaries' option and at Your or Your beneficiaries' expense, You or Your beneficiaries may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your or Your beneficiaries' choice. You or Your beneficiaries should provide Us with all information that You or Your beneficiaries want Us to consider regarding Your or Your beneficiaries' claim;
- 2) As part of Our routine operations, We will apply the terms of The Policy for making decisions, including decisions on eligibility, receipt of benefits and claims or explaining policies, procedures and processes;
- 3) if We approve Your claim, We will review Our decision to approve Your or Your beneficiaries claim for benefits as often as is reasonably necessary to determine Your or Your Dependent's continued eligibility for benefits;
- 4) if We deny Your or Your beneficiaries' claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled **Claim Denial**.

In the event We deny Your or Your beneficiaries' claim for benefits, in whole or in part, You or Your beneficiaries can appeal the decision to Us. If You or Your beneficiaries choose to appeal Our decision, the process You or Your beneficiaries must follow is set forth in The Policy provision entitled **Claim Appeal**. If You or Your beneficiaries do not appeal the decision to Us, then the decision will be Our final decision.

**2. For Your Questions and Complaints:**

State of California Insurance Department  
Consumer Communications Bureau  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
**Toll Free:** 1(800) 927-HELP  
**TDD Number:** 1(800) 482-4833  
**Web Address:** [www.insurance.ca.gov](http://www.insurance.ca.gov)

**Colorado:**

1. The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.
2. The **Dependent Child(ren)** definition will always include children related to You by civil union.
3. The **Spouse** definition will always include civil unions.
4. Entering a civil union, terminating a civil union, the death of a party to a civil union or a party to a civil union losing employment, which results in a loss of group insurance, will all constitute as a **Change in Family Status**.
5. The **Claim Appeal** provision will always include the following:

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and entitled to a trial by jury.

**Florida:**

1. **Legal Actions** cannot be taken against Us more than 5 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

**2. NOTICE: The benefits of the policy providing you coverage may be governed primarily by the laws of a state other than Florida.**

**Georgia:**

1. **NOTICE:** The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

**Maine:**

1. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

**Massachusetts:**

1. The definition of **Terminal Illness or Terminally Ill** shown in the **Accelerated Benefit** cannot exceed 24 months.
2. **NOTICE: As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website ([www.mahealthconnector.org](http://www.mahealthconnector.org)).**

This plan is not intended to provide comprehensive health care coverage and **does not meet Minimum Creditable Coverage standards**, even if it does include services that are not available in the insured's other health plans.

**If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at [www.mass.gov/doi](http://www.mass.gov/doi).**

**Michigan:**

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

**Minnesota:**

1. You or Your Dependents must be on a documented military leave of absence in order to qualify for the Military Leave of Absence continuation shown in the **Continuation Provisions**.
2. If there are 25 or more residents of Minnesota who are covered under The Policy, or there are fewer than 25 residents and those residents constitute 25% or more of the total number of people covered under The Policy, the Lay Off continuation shown in the **Continuation Provisions** shall not apply to you. The following requirement applies to you:

**Minnesota Coverage Continuation:** If You are voluntarily or involuntarily terminated or Laid Off by the Employer, You may elect to continue Your Life Insurance coverage (including Dependent Life coverage) by making premium payments to the Employer for the cost of continued coverage. Continued coverage will take effect on the date Your coverage would otherwise have ended and must be elected within 60 days from:

- 1) the date Your coverage would otherwise terminate; or
  - 2) the date You receive a written notice of Your right to continue coverage from the Employer;
- whichever is later.

The amount of premium charged may not exceed 102% of the premium paid for other similarly situated employees who are Actively at Work. The Employer will inform You of:

- 1) Your right to continue coverage;
- 2) the amount of premium; and
- 3) how, where and by when payment must be made.

Upon request, the Employer will provide You Our written verification of the cost of coverage.

Coverage will be continued until the earliest of:

- 1) the date You are covered under another group policy;
- 2) the date the required premium is due but not paid; or
- 3) the last day of the 18th month following the date of termination or Lay Off.

Upon the termination of continued coverage, You may:

- 1) exercise Your Conversion Right; or
- 2) continue coverage under a group Portability policy; and
- 3) qualify for Retiree coverage.

**New York:**

1. If the definition of **Spouse** requires the completion of a domestic partner affidavit, the requirement applies to you: The domestic partner affidavit must be notarized and requires that You and Your domestic partner meet all of the following criteria:
  - 1) you are both legally and mentally competent to consent to contract in the state in which you reside;
  - 2) you are not related by blood in a manner that would bar marriage under laws of the state in which you reside;
  - 3) you have been living together on a continuous basis prior to the date of the application;
  - 4) neither of you have been registered as a member of another domestic partnership within the last six months; and
  - 5) you provide proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof).

The domestic partner affidavit further requires that You and Your domestic partner provide proof of financial interdependence in the form of at least two of the following:

- 1) a joint bank account;
- 2) a joint credit card or charge card;
- 3) joint obligation on a loan;
- 4) status as an authorized signatory on the partner's bank account, credit card or charge card;
- 5) joint ownership of holdings or investments, residence, real estate other than residence, major items of personal property (e.g., appliances, furniture), or a motor vehicle;
- 6) listing of both partners as tenants on the lease of the shared residence;
- 7) shared rental payments of residence (need not be shared 50/50)
- 8) listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
- 9) a common household and shared household expenses (e.g., grocery bills, utility bills, telephone bills, etc. and need not be shared 50/50);
- 10) shared household budget for purposes of receiving government benefits;
- 11) status of one as representative payee for the other's government benefits;
- 12) joint responsibility for child care (e.g., school documents, guardianship);
- 13) shared child-care expenses (e.g., babysitting, day care, school bills, etc. and need not be shared 50/50);
- 14) execution of wills naming each other as executor and/or beneficiary;
- 15) designation as beneficiary under the other's life insurance policy;
- 16) designation as beneficiary under the other's retirement benefits account;
- 17) mutual grant of durable power of attorney;
- 18) mutual grant of authority to make health care decisions (e.g., health care power of attorney);
- 19) affidavit by creditor or other individual able to testify to partners' financial interdependence;
- 20) other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

**North Carolina:**

1. **NOTICE:** UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:
  - 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
  - 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. 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.

**IMPORTANT TERMINATION INFORMATION**  
**YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION**  
**PROVISION IN THE CERTIFICATE.**

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

#### **Hartford Life and Accident Insurance Company**

To get information or file a complaint with your insurance company:

**Call: Customer Service at 860-547-5000**

**Toll-free: 1-800-523-2233**

Online: <https://www.thehartford.com/contact-the-hartford>

Email: [GBD.Customerservice@hartfordlife.com](mailto:GBD.Customerservice@hartfordlife.com)

Mail: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

#### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

**Call with a question: 1-800-252-3439**

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 12030, Austin, TX 78711-2030

#### **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

#### **Hartford Life and Accident Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame a: servicio al cliente al 860-547-5000**

**Teléfono gratuito: 1-800-523-2233**

En línea: <https://www.thehartford.com/contact-the-hartford>

Correo electrónico: [GBD.Customerservice@hartfordlife.com](mailto:GBD.Customerservice@hartfordlife.com)

Dirección postal: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

#### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

**Llame con sus preguntas al: 1-800-252-3439**

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 12030, Austin, TX 78711-2030

#### **Utah:**

1. We will send **Claim Forms** within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.
2. If the **Sending Proof of Loss** provision provides a timeframe in which proof must be submitted before it affects Your claim, this time limitation shall not apply to You.
3. When We determine that benefits are payable, We will make **Claim Payments** within no more than 45 days after **Proof of Loss** is received.

2. A Labor Dispute continuation of at least 6 months must be included in the **Continuations Provisions**.
3. The **Dependent Child(ren)** definition will always include children related to You by domestic partnership.
4. The definition of **Spouse** will always include domestic partners.
5. The provision titled **Suicide** does not apply to you.

**Wisconsin:**

1. **For Your Questions and Complaints:**  
To request a Complaint Form:  
Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1(800) 236-8517 (outside of Madison)  
1(608) 266-0103 (in Madison)

**Group Term Life Insurance**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

One Hartford Plaza

Hartford, Connecticut 06155

(A stock insurance company)

**The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.**

**CERTIFICATE OF INSURANCE**

**Policyholder:** Asheville-Buncombe Technical Community College

**Policy Number:** GL-921803

**Policy Effective Date:** January 1, 2024


**Policy Anniversary Date:** January 1

We have issued The Policy to the Policyholder. The Policy is a legal contract between the Policyholder and Us. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company



Kevin Barnett, *Secretary*



Jonathan Bennett, *President*

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*A note on capitalization in this Certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

## SCHEDULE OF INSURANCE

**Cost of coverage:**

**Non-Contributory Coverage:**

Basic Life Insurance  
Basic Accidental Death and Dismemberment

**Eligible Class(es) For Coverage:** All Full-time Active Employees who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least 30 hours weekly

**Eligibility Waiting Period for Coverage:**

The first day of the month coinciding with or next following the date You were hired.  
The time period(s) referenced above is continuous.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time Active Employee with the Employer under the Prior Policy.

### Life Insurance Benefit

#### Basic Amount of Life Insurance:

**Maximum Amount**

2 times Your annual Earnings, subject to a maximum of \$400,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

However, in no event will Your Basic Amount of Life Insurance be less than \$10,000 before any reductions in coverage due to age apply.

### Accidental Death and Dismemberment Benefit

#### Basic Principal Sum

**Maximum Amount**

2 times Your annual Earnings, subject to a maximum of \$400,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

However, in no event will Your Principal Sum be less than \$10,000 before any reductions in coverage due to age apply.

### **Reduction in Amount of Life Insurance**

We will reduce the Amount of Life Insurance for You by any Amount of Life Insurance in force, paid or payable:

- 1) in accordance with the Conversion Right;
- 2) under the Portability Provision; or
- 3) under the Prior Policy.

### **Reduction in Coverage Due to Age**

We will reduce the Life Insurance Benefit and Principal Sum for You by the percentage indicated in the table below. This reduction will be effective on the Policy Anniversary Date You attain the ages shown below. The reduction will apply to the Amount of Life Insurance and Principal Sum in force immediately prior the first reduction made.

These reductions also apply if:

- 1) You become covered under The Policy; or
- 2) Your coverage increases;

### **Therapeutic Counseling Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000

GBD-1100 B02 (10/08) (Rev-1)

## **ELIGIBILITY AND ENROLLMENT**

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

GBD-1100 D01 (10/08)

### **Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Policy Effective Date;
- 2) the date You become a member of an Eligible Class; or
- 3) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

GBD-1100 D02 (10/08)

### **Enrollment:** *How do I enroll for coverage?*

Your Employer will automatically enroll You. However, You will be required to complete a beneficiary designation form.

GBD-1100 D04 (10/08) (Rev-2)

## **PERIOD OF COVERAGE**

### **Effective Date:** *When does my coverage start?*

Coverage will start on the date You become eligible.

All Effective Dates of coverage are subject to the Deferred Effective Date provision.

GBD-1100 E01 (10/08)

### **Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition, such coverage will not start until the date You are Actively at Work.

GBD-1100 E03 (10/08)

### **Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were:

- 1) insured under the Prior Policy; and
- 2) Actively at Work;

but on the Policy Effective Date, You were not Actively at Work, and would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the lesser of the amount of life insurance and accidental death and dismemberment principal sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;

Your coverage may be continued until the last day of the third consecutive month after the month Your scheduled hours were reduced.

**Sickness or Injury:** If You are not Actively at Work due to sickness or injury, all of Your coverages may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

**Family and Medical Leave:** If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage(s) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.  
GBD-1100 E23 (10/08) (Rev-2)

**Waiver of Premium:** *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

GBD-1100 E27 (10/08)

**Eligible Coverages:** *What coverages are eligible under this provision?*

This provision applies only to Your Basic Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount.

GBD-1100 E31 (10/08) (Rev-1) (NC)

**Disabled:** *What does Disabled mean?*

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

GBD-1100 E32 (10/08)

**Conditions for Qualification:** *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when you become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive months, starting on the date You were last Actively at Work or provide proof that You have been diagnosed with a life expectancy of 12 months or less; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

Failure to give notice within the time period provided above shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

GBD-1100 E34 (10/08) (Rev-1) (NC)

**When Premiums are Waived:** *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 9 months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

| <b>For Loss of:</b>  | <b>Benefit:</b>                 |
|--|---------------------------------|
| Life.....  | Principal Sum                   |
| Both Hands or Both Feet or Sight of Both Eyes.....                                 | Principal Sum                   |
| One Hand and One Foot.....   | Principal Sum                   |
| Speech and Hearing in Both Ears.....   | Principal Sum                   |
| Either Hand or Foot and Sight of One Eye.....                                      | Principal Sum                   |
| Movement of Both Upper and Lower Limbs (Quadriplegia) .....                        | Principal Sum                   |
| Movement of Four Entire Limbs.....   | Principal Sum                   |
| Movement of Both Lower Limbs (Paraplegia).....                                     | Three-Quarters of Principal Sum |
| Movement of Three Entire Limbs.....  | Three-Quarters of Principal Sum |
| Movement of Three Limbs (Triplegia) .....  | Three-Quarters of Principal Sum |
| Movement of Two Entire Limbs.....  | Two-Thirds of Principal Sum     |
| Movement of One Entire Limb.....   | One-Half of Principal Sum       |
| Movement of the Upper And Lower Limbs<br>of One Side of the Body (Hemiplegia)..... | One-Half of Principal Sum       |
| Either Hand or Foot.....   | One-Half of Principal Sum       |
| Sight of One Eye.....  | One-Half of Principal Sum       |
| Speech or Hearing in Both Ears. ....   | One-Half of Principal Sum       |
| Movement of One Limb (Uniplegia).....  | One-Quarter of Principal Sum    |
| Thumb and Index Finger of Either Hand .....  | One-Quarter of Principal Sum    |

PA-9223 F12 (10/08)

**Loss** means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints;
- 4) movement, complete and irreversible paralysis of such limbs; or
- 5) movement, complete, permanent and irreversible paralysis, as determined by a Physician, of an Entire Limb or Limbs which has continued without interruption for a period of not less than 12 consecutive months.

**Entire Limb** means with regard to:

- 1) the arm, the total areas from shoulder joint to finger tips;
- 2) the leg, the total area from hip joint to toes.

PA-9223 F13 (10/08)

**Exposure and Disappearance:** *What if Loss is due to exposure or disappearance?*

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You suffered Loss of life if:

- 1) the person's body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- 2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered Injury resulting from the accident.

PA-9223 F15 (10/08)

**Seat Belt and Air Bag Benefit:** *When is the Seat Belt and Air Bag Benefit payable?*

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and

**Felonious Assault Benefit: *When is the Felonious Assault Benefit payable?***

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Felonious Assault Benefit, if Injury is the result of a Felonious Assault.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Felonious Assault Benefit will pay the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Felonious Assault Benefit Percentage;  
or
- 2) the Maximum Amount for this Benefit.

**Felonious Assault** means a violent or criminal act directed at You during the course of:

- 1) a robbery, kidnapping or criminal assault; or
- 2) an attempt at any of the above;

which constitutes a felony under the law.

The Felonious Assault Benefit will not pay for a Loss that results from a Felonious Assault committed by:

- 1) a member of Your family;
- 2) a member of the household in which You live; or
- 3) Your fellow employee.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

PA-9223 F19 (10/08)

**Child Education Benefit: *When is the Child Education Benefit payable?***

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Child Education Benefit to Your Child(ren).

This Benefit will be paid:

- 1) after We receive proof that Your Child(ren) qualify as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal Sum by the Child Education Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Child(ren):

- 1) on the date; and
- 2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Student.

**Student** means Your Child(ren) on the date of Your death who:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or

If You sustain an Injury which results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within one (1) year of the date of accident.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

- 1) the actual Expense Incurred for a Rehabilitative Program;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

**Rehabilitative Program** means any training which:

- 1) is required due to Your Injury; and
- 2) prepares You for an occupation for which You were not previously trained.

**Expense Incurred** means the actual cost of:

- 1) training; and
- 2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

PA-9223 F22 (10/08)

**Spouse Education Benefit: *When is the Spouse Education Benefit payable?***

If You sustain an Injury that results in a Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Spouse Education Benefit to Your surviving Spouse.

This Benefit will be paid:

- 1) after We receive proof satisfactory to Us that the Spouse has enrolled in an Occupational Training program; and
- 2) according to the General Provisions of The Policy.

The Spouse Education Benefit is the least of:

- 1) the Expense Incurred for Occupational Training;
- 2) the amount resulting from multiplying Your Principal Sum by the Spouse Education Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

If a Principal Sum is payable because of Your death and there is no surviving Spouse, We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision.

Your surviving Spouse must enroll in Occupational Training:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one (1) year of Your death.

**Occupational Training** means any:

- 1) educational;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he or she was not previously qualified.

**Expense Incurred** means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed;

for the Occupational Training.

The expense must be incurred within two (2) years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

PA-9223 F23 (10/08)

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Critical Burn Benefit is an amount equal to the least of:

- 1) the actual cost for the expense of the reconstructive surgery;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Critical Burn Percentage; or
- 3) the Maximum Amount for this Benefit.

No benefit is payable under this Benefit for any Loss which has been paid to You under the Accidental Death and Dismemberment Benefit.

**Critically Burned** means You suffered burns which:

- 1) are certified by a Physician as more severe than second degree burns; and
- 2) result in scarring over at least 25% of the body which will last indefinitely and can only be corrected through reconstructive surgery.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

PA-9223 F26 (10/08)

**Therapeutic Counseling Benefit:** *When is the Therapeutic Counseling Benefit payable?*

If You sustain an Injury that results in a Loss, other than Loss of life, that is payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Therapeutic Counseling Benefit if You require Therapeutic Counseling due to the Loss.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

Therapeutic Counseling must:

- 1) begin within 90 days of the date of the Loss; and
- 2) be incurred no later than one year of the date of the Loss.

The Therapeutic Counseling Benefit is an amount equal to the least of:

- 1) the Reasonable Expenses incurred for Therapeutic Counseling;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Therapeutic Counseling Percentage;  
or
- 3) the Maximum Amount for this Benefit.

**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 such Therapeutic Counseling was received. For purposes of this benefit, We reserve the right to determine Reasonable Expenses. A Reasonable Expense is considered to be incurred on the date the Therapeutic Counseling is rendered.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

PA-9223 F27 (10/08)

**Accelerated Benefit:** *What is the benefit?*

In the event that You are diagnosed as Terminally Ill, while You are:

- 1) covered under The Policy for an Amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit in a lump sum amount as shown below, provided We receive proof of such Terminal Illness.

The Accelerated Benefit will not be available to You unless You have been Actively at Work under The Policy.

You must request in writing that a portion of Your Amount of Life Insurance be paid as an Accelerated Benefit.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.  
GBD-1100 F09 (10/08) (Rev-2)

**Conversion:** *How do I convert my coverage?*

To convert Your coverage You must:

- 1) apply in writing to Us; and
- 2) submit the required premium with the application.

You have the option to convert by voice recording or electronically.

Your application and first premium payment must be received by Us or postmarked within 31 days after Life Insurance terminates. Requests for Conversion may still be accepted by Us if received or postmarked beyond 31 days if:

- 1) You were not given written notice of your right to convert within 15 days of Your Life Insurance terminating; and
- 2) it is received by Us or postmarked no later than 20 days after You were given notice of Your right to convert.

However, even if You were notified late, We will not accept Your application if it is received or postmarked more than 91 days after Life Insurance terminates.

If conversion is applied for or the application is postmarked more than 31 days after Life Insurance terminates, the person who is applying for conversion must be living at that time. We will not accept a conversion application on behalf of a deceased person more than 31 days after Life Insurance terminates.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective as of the 32<sup>nd</sup> day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

GBD-1100 F10 (10/08) (Rev-1)

**Conversion Policy Provisions:** *What are the Conversion Policy provisions?*

The Conversion Policy will:

- 1) be issued on any one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any Amount of Life Insurance which is being continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

GBD-1100 F11 (10/08) (Rev-1)

**Death within the Conversion Period:** *What if I die before coverage is converted?*

We will pay Your Amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates; and
- 2) You die within 31 days of the date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

GBD-1100 F12 (10/08)

**Effect of Waiver of Premium on Conversion:** *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your death under The Policy will be paid only if the individual Conversion Policy is surrendered. The Insurer will refund the premium paid for such Conversion Policy.

GBD-1100 F13 (10/08)

**Portability Benefits:** *What is Portability?*

3) Continuation provisions;  
under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability Benefit; or
- 2) the Amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

GBD-1100 F18 (10/08) (Rev-2)

## EXCLUSIONS

**Exclusions:** (Applicable to all benefits except the Life Insurance Benefit and the Accelerated Benefit) *What is not covered under The Policy?*

The Policy does not cover any loss caused or contributed to by:

- 1) anaphylactic shock;
- 2) any form of auto-erotic asphyxiation;
- 3) failure to wear a Seat Belt while driving or riding as a passenger in a Motor Vehicle;
- 4) intentionally self-inflicted Injury;
- 5) stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis or aneurysm;
- 6) suicide or attempted suicide, whether sane or insane;
- 7) war or act of war, whether declared or not;
- 8) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority except Reserve or National Guard Service;
- 9) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 10) Injury sustained while committing or attempting to commit a felony;
- 11) Injury sustained while Intoxicated;
- 12) Injury sustained while driving while Intoxicated;
- 13) Injury sustained by illegal fireworks or the use of any legal fireworks when not following the manufacturer's lighting instructions;
- 14) driving and violating any applicable cellular device use or distracted driving laws; or
- 15) failure to wear a helmet while On or riding as a passenger On a motorcycle, bicycle, all-terrain vehicle (ATV) or any other type of motor bike.

**Intoxicated means:**

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the laws of the state where the accident occurred. If the accident occurred outside of the United States, intoxication will be presumed if the person's blood alcohol level meets or exceeds .08 grams per deciliter.

**Reserve or National Guard Service means You are:**

- 1) attending or en route to or from any active duty training of less than sixty (60) days;
- 2) attending or en route to or from a service school of any duration;
- 3) taking part in any authorized inactive duty training; or
- 4) taking part as a unit member in a parade or exhibition authorized by official orders.

PA-9222 G01 (10/08) (Rev-2)

## GENERAL PROVISIONS

**Notice of Claim:** *When should I notify the Company of a claim?*

You, or the person who has the right to claim benefits, must give Us written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address, and the Policy Number.

GBD-1100 H01 (10/08)

- 4) if no child survives You, in equal shares to Your surviving parents; or
- 5) if no parent survives You, in equal shares to Your surviving siblings.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$250 to any person equitably entitled to payment by reason of having incurred expenses on Your behalf or because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Periodic benefit payments will be made on a monthly basis after We receive the Proof of Loss and will continue while the loss and Our liability continue.

GBD-1100 H07 (10/08) (Rev-1) (NC)

**Beneficiary Designation:** *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

GBD-1100 H08 (10/08)

**Claim Denial:** *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

GBD-1100 H10 (10/08)

**Claim Appeal:** *What recourse do my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

GBD-1100 H11 (10/08)

**Policy Interpretation:** *Who interprets the terms and conditions of the Policy?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy.

GBD-1100 H12 (10/08)

**Incontestability:** *When can the Life Insurance Benefit of The Policy be contested?*

**Actively at Work** means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day, paid time off day, personal day or holiday, only if You were Actively At Work on the preceding scheduled work day.

PA-9221 C02 (10/08)

**Common Carrier** means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

PA-9221 C09 (10/08)

**Earnings** means Your regular annual rate of pay, not counting bonuses, commissions, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the date You were last Actively at Work.

However, if You are an hourly paid Active Employee, Earnings means the product of:

- 1) the average number of hours You worked per year, not including overtime, over the most recent 1 year period immediately prior to the date You were last Actively at Work, multiplied by:
- 2) Your hourly wage in effect on the date You were last Actively at Work.

PA-9221 C15 (10/08)

**Employer** means the Policyholder.

PA-9221 C18 (10/08)

**Injury** means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

PA-9221 C22 (10/08)

**Motor Vehicle** means a self-propelled, four (4) or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

PA-9221 C25 (10/08)

**Non-Contributory Coverage** means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

PA-9221 C26 (10/08)

**Physician** means a person who is:

- 1) a doctor of medicine, Osteopathy, Psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You or Related to You by blood or marriage.

PA-9221 C31 (10/08)

**Prior Policy** means the group life insurance policy carried by the Employer on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

PA-9221 C33 (10/08)

**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 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 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, NC 27609-5729  
<https://www.nclifega.org/>

North Carolina Department of Insurance, Consumer Services Division  
1201 Mail Services 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.