# YOUR GROUP ACCIDENTAL DEATH and DISMEMBERMENT INSURANCE PLAN

For Employees of

State of North Carolina



ReliaStar Life Insurance Company

CORF PLAN

This certificate provides coverage for losses due to ACCIDENTS only. It does not provide insurance for sickness or losses due to sickness.

Please refer to page 2 for information about the age at which your benefits may be reduced.

Important Cancellation Information – Please Read the Provision Entitled "Termination of Insurance" Found on Page 3.

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

CB17204 B-17204 02-19

# **CONTENTS**

CERTIFICATION PAGE	1
SCHEDULE OF BENEFITSCore Accidental Death and Dismemberment (AD&D) Insurance	
EMPLOYEE'S INSURANCE	3
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCEAccidental Death & Dismemberment (AD&D) Insurance	
CLAIM PROCEDURES	6
GENERAL PROVISIONS	7
DEFINITIONS	8

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RELIASTAR LIFE INSURANCE COMPANY

CORE PLAN B-17204 (02-19)

B17204b

# RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota 55440

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

Group Policy Number 68077-0PAI

Policyholder State of North Carolina

The certificate summarizes and explains the parts of the Group Policy which apply to you. This certificate is not an insurance policy. In any case of differences or errors, the Group Policy determines governing contractual provisions.

This certificate replaces any other certificates ReliaStar Life may have given you under the Group Policy.

Mary Kumhera
Registrar

# **SCHEDULE OF BENEFITS**

# Core Accidental Death and Dismemberment (AD&D) Insurance

Class Full Amount of Core AD&D Insurance

All Eligible Employees

\$10,000

Your amount of insurance will decrease to 50% on your 75th birthday. Your age reduction will be based on your attained age as of January 1st of each year. You will not be able to increase your coverage at annual enrollment once your coverage starts reducing due to age.

## **EMPLOYEE'S INSURANCE**

## Eligibility

You are eligible on the later of the following dates:

- The Group Policy's Effective Date, January 1, 2017.
- The first day of the month following your hire date.

You must meet the following conditions to become insured -

- Be eligible for the insurance.
- · Be actively at work.

For your initial eligibility period following your first day of active employment while the Group Policy is in force, this effective date will not be more than 90 days after your date of active employment.

#### **Effective Date of Employee's Insurance**

Coverage begins the earlier of the first day of the month or the date the eligible employee returns to work from an approved leave. For your initial eligibility period following your first day of active employment while the Group Policy is in force, this effective date will not be more than 90 days after you date of active employment.

#### **Termination of Insurance**

Your insurance stops on the earliest of the following dates:

- The last day of the month during which you were last actively at work for the Policyholder.
- The last day of the month during which you are no longer eligible for insurance under the Group Policy.
- The date the Group Policy stops.
- The last day of the month during which you retire.

ReliaStar Life stops providing a specific benefit to you on the date that benefit is no longer provided under the Group Policy.

## Family and Medical Leave Act of 1993

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements as set forth in the FMLA.

#### **Non-Medical Reasons**

If you stop active work because of an approved non-medical leave of absence, the Policyholder may continue your Insurance to the end of the first policy month after the policy month you stop active work.

## Sickness or Accidental Injury

If you stop active work because of sickness or accidental injury, the Policyholder may continue your Insurance to the end of the 12th policy month after the policy month you stop active work.

#### Reinstatement

ReliaStar Life will reinstate your insurance if you stop work and then return to work within 31 days. You will be eligible for insurance on the date you return to active work with the Policyholder.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

## Accidental Death & Dismemberment (AD&D) Insurance

ReliaStar Life pays this benefit for covered losses due to a covered accident. All of the following conditions must be met:

- You are covered for AD&D Insurance on the date of the accident.
- The loss occurs within 365 days of the date of the accident.
- The cause of the loss is not excluded.

**Covered Accident Resulting In:** 

Unless otherwise indicated, ReliaStar Life pays only one Full Amount for losses and benefits while the Group Policy is in effect. The Full Amount is shown on the Schedule of Benefits. For example, if you have a loss for which ReliaStar Life paid 50% of the Full Amount, ReliaStar Life pays no more than 50% of the Full Amount for the next loss.

The benefit is:

#### **AD&D Benefit**

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Loss of hands or feet means loss by being permanently, physically severed at or above the wrist or ankle. Loss of sight means total and permanent loss of sight. Loss of speech and hearing means total and permanent loss of speech and hearing. Loss of thumb and index finger means loss by being permanently, physically, entirely severed.

Unless otherwise indicated, ReliaStar Life does not pay a benefit for loss of use of one or both hands or feet, or thumb and index finger of the same hand.

**Quadriplegia** means total paralysis of all four limbs. **Paraplegia** means total paralysis of both lower limbs. **Hemiplegia** means paralysis of one arm and one leg on the same side of the body.

Unless otherwise indicated, paralysis must be the result of a spinal cord injury which is due to an accident. ReliaStar Life does not pay an AD&D benefit for any paralysis caused by a stroke. Paralysis must be determined by a doctor to be permanent, complete and irreversible.

Death benefits are paid to your beneficiary. Unless otherwise indicated, all other benefits are paid to you.

## **Exposure and Disappearance Benefit**

ReliaStar Life pays an Exposure benefit if:

- the loss of use of hands, feet, thumb and index finger of the same hand, or paralysis is caused by exposure to the elements, and
- is the result of a covered accident.

## ReliaStar Life pays a Disappearance benefit if:

• you are in a conveyance, including but not limited to an automobile, airplane, ship or train, that disappears, sinks or wrecks; and

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

- · you disappear and your body is not found, and the disappearance is the result of a covered accident; and
- · a reasonable period of time, but no more than one year, has lapsed since the accident, and
- ReliaStar Life has reviewed all evidence and there is no reason to believe that you are living.

The amount payable for the Exposure benefit is the amount of AD&D benefit otherwise payable for the loss. The amount payable for the Disappearance benefit is the Full Amount.

Exposure benefits are paid to you if living, otherwise to your beneficiary. Disappearance benefits are paid to your beneficiary.

If ReliaStar Life pays the Disappearance benefit and it is later found you are alive, the amount of benefits paid must be refunded to ReliaStar Life.

#### **Accidental Death and Dismemberment Exclusions**

ReliaStar Life does not pay benefits for loss directly or indirectly caused by any of the following:

- Suicide or intentionally self-inflicted injury, while sane or insane.
- · Physical or mental illness.
- · Bacterial infection or bacterial poisoning.

### **Exceptions:**

- -Bacterial infection resulting from an accidental injury.
- The involuntary inhalation of gas and fumes and the involuntary taking of poison.
- Riding in or descending from an aircraft as a pilot or crew member.
- Injury suffered while in the military service for any country or government.
- Injury which occurs when you commit or attempt to commit a crime.
- Use of any drug, narcotic or hallucinogenic agent, unless taken as directed as prescribed by a doctor
  - -which is illegal, or
- -which is not taken as directed by a doctor or the manufacturer.
- Your intoxication. Intoxication means your blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the accident occurred.

## **CLAIM PROCEDURES**

#### **Notice of Claim**

You or someone on your behalf must send ReliaStar Life written notice of the loss on which your claim will be based. The notice must –

- include information to identify you, like your name, address and Group Policy number.
- be sent to ReliaStar Life or one of its licensed agents authorized to accept claims.
- be sent within 20 days after the loss for which claim is based has occurred or as soon as reasonably possible.

#### Claim Forms

ReliaStar Life or its authorized agent will send proof of loss claim forms to you or to the Policyholder to give to you. ReliaStar Life will send the forms within 15 days after ReliaStar Life receives your notice of claim. If claim forms are not furnished within 15 days after receiving your notice of proof of loss, you will be deemed to have complied with the requirements for submitting notice of proof of loss with respect to time frames and the character and extent of the loss for which the claim is made.

#### **Proof of Loss**

You or someone on your behalf must return the completed proof of loss claim forms to ReliaStar Life within 180 days of the loss. Even if you do not receive the forms, written proof of loss must be sent to ReliaStar Life within 180 days after the loss or as soon as reasonably possible. However, except in the absence of legal capacity, proof of loss must be furnished no later than one year from the time proof is otherwise required. Written proof of loss includes details of how the loss occurred.

#### **Time Payment of Claims**

Benefits payable under the Group Policy for any loss will be paid immediately upon receipt of due written proof of such loss.

#### **Payment of Proceeds**

ReliaStar Life pays proceeds to the beneficiary. If there is more than one beneficiary, each receives an equal share, unless you have requested otherwise, in writing. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- The date ReliaStar Life receives proof of your death.
- The tenth day after your death.

If there is no eligible beneficiary or if you did not name one, ReliaStar Life pays the proceeds in the following order:

- 1. Your spouse.
- 2. Your natural and adopted children, in equal shares.
- 3. Your grandchildren, in equal shares.
- 4. Your parents, in equal shares.
- 5. Your siblings, in equal shares.
- 6. Your estate.

The person must be living on the tenth day after your death.

### **Beneficiary**

The beneficiary is named to receive the proceeds to be paid at your death. You may name more than one beneficiary, but the Policyholder may not be the beneficiary.

You may name, add or change beneficiaries by written request while your coverage is in force.

All requests are subject to the approval of ReliaStar Life. A change will take effect as of the date it is signed but will not affect any payment ReliaStar Life makes or action it takes before receiving your notice.

#### Overpayment

If ReliaStar Life pays a benefit under the Group Policy and it is later shown that a lesser amount should have been paid, ReliaStar Life will be entitled to a refund of the excess.

# **GENERAL PROVISIONS**

#### **Health Insurance Assignment**

You may not transfer to anyone else -

- ownership of any certificate issued under the Group Policy.
- insurance under the Group Policy.

#### **Legal Action**

Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted.

If the Policyholder's state requires longer time limits, ReliaStar Life will comply with the state's time limits.

## **Physical Examinations and Autopsy**

ReliaStar Life at its own expense shall have the right and opportunity to examine you when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

#### A Time Limit on Certain Defenses

After two years from the date of issue or reinstatement of your insurance, no misstatements made by you shall be used to void the insurance or deny a claim for loss incurred commencing after the expiration of such two-year period.

#### **Grace Period**

If a premium is not paid by its due date, ReliaStar Life allows 75 days from the due date in which to pay it. ReliaStar Life calls this the grace period. Full payment must be received by the 75th day. If ReliaStar Life receives payment during the grace period, coverage under the Group Policy stays in force. If ReliaStar Life receives written notice of termination during the grace period, premium payment is required for any period that coverage under the Group Policy was in force during the grace period.

## Reinstatement

If any renewal premium is not paid by the end of the Grace Period, a subsequent acceptance of premium by ReliaStar Life or its designated administrator, without requiring a reinstatement application, will reinstate coverage under the Group Policy. If ReliaStar Life requires an application for reinstatement and issues a conditional receipt, the coverage will be reinstated upon ReliaStar Life's approval of the application, or upon the 45th day following the date the conditional receipt was issued if ReliaStar Life has not previously notified you of its disapproval of the application.

The reinstated coverage will cover only losses resulting from accidental injuries sustained after the date of the reinstatement. In all other respects, ReliaStar Life and you will have the same rights as existed under the Group Policy prior to the date of the defaulted premium.

## **DEFINITIONS**

**Accident, Accidental Injury –** bodily injury resulting from a sudden, unexpected and external event. ReliaStar Life considers all injuries received in one accident as one accidental injury. Bacterial infection resulting from an accident is also an accidental injury.

Accidental injury does not include the voluntary inhalation of gas and fumes or voluntary taking of poison, disease, or any other type of infection, except as stated above.

**Active Work, Actively at Work –** the eligible employee is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day.

**Doctor –** a person, other than a close relative, licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. North Carolina law allows benefits to be paid for professional services of a practitioner other than a medical doctor. Therefore, the term "doctor" also includes other professionals recognized as qualified to treat the accidental injury for which claim is made which includes the right to choose services of optometrist, podiatrist, licensed clinical social worker, certified substance abuse professional, licensed professional counselor, dentist, chiropractor, psychologist, pharmacist, certified fee-based practicing pastoral counselor, advanced practice nurse, licensed marriage and family therapist, or physician assistant.

**Eligible Employee** – an active eligible employee who holds a permanent, probationary or time-limited position, working at least 20 hours per week at the Executive, Legislative or Judicial Branches of the State Government, the University of North Carolina System, a State Board or Commission or select community colleges and charter schools.

Group Policy - the written group insurance contract between ReliaStar Life and the Policyholder.

**Nonworking Day –** a day on which the eligible employee is not regularly scheduled to work, including time off for the following:

- · Vacations.
- · Personal holidays.
- · Weekends and holidays.
- Approved nonmedical leave of absence.
- Paid Time Off for nonmedical-related absences.

Nonworking day does not include time off for any of the following:

- Medical leave of absence. Time off for a medical leave of absence will be considered a scheduled working day.
- Temporary lavoff.
- The Policyholder suspending its operations, in part or total.
- Strike.

Policyholder - State of North Carolina

ReliaStar Life - ReliaStar Life Insurance Company, at its Home Office in Minneapolis, Minnesota.

Retirement – the first of the following dates to occur:

- The effective date of the eligible employee's retirement benefits under –
- any plan of a federal, a state, a county, a municipal or an association retirement system for which the eligible employee is eligible as a result of employment with the employer;
- -any plan the employer sponsors; or
- any plan for which the employer makes or has made contributions.
- The effective date of the eligible employee's retirement benefits under the United States Social Security Act or any similar plan or act.

However, any eligible employee in active employment and receiving retirement benefits under the United States Social Security Act or any similar plan or act will not be considered retired.

Sickness – any physical illness.

# **DEFINITIONS**

**Written, In Writing –** signed, dated and received at ReliaStar Life's Home Office in a form ReliaStar Life accepts.

You, Your – an eligible employee insured for Employee's Insurance under the Group Policy.

