YOUR GROUP LIFE INSURANCE PLAN

For Employees of State of North Carolina
NOTE:
This certificate may contain provisions that do not apply to every employee. Please see the Employer if you have questions. In the case of errors, omissions, or differences, the Group Policy rules.
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**
62928-6GAT

**Policyholder**
State of North Carolina

Your beneficiary is the last beneficiary you named, according to the records on file in ReliaStar Life's Home Office or on file with the Plan Administrator, if applicable. You may change your beneficiary any time, according to the terms of the Group Policy.

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 rules.

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

Laura Olson
Registrar
**SCHEDULE OF BENEFITS**

**Supplemental Life Insurance**

<table>
<thead>
<tr>
<th>Class</th>
<th>Amount of Life Insurance*</th>
</tr>
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<tbody>
<tr>
<td>All Eligible Employees</td>
<td>Your choice of $20,000 to a maximum of $500,000 in increments of $10,000. This amount can not exceed 5 times your Basic Yearly Earnings**</td>
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*Beginning on and after your 70th birthday, ReliaStar Life decreases the amount of your insurance. ReliaStar Life pays a percentage of the amount otherwise payable as follows:
- From your 70th birthday to age 75, ReliaStar Life pays 65%.
- From your 75th birthday and after, ReliaStar Life pays 50%.

**Basic Yearly Earnings** – the yearly salary or wage you receive for work done for the Policyholder. It does not include bonuses, commissions or overtime pay.

**Accelerated Death Benefit**

This benefit is equal to 50% of your amount of Supplemental Life Insurance in force, or $250,000, whichever is less. This benefit is available to employees only. Employees must have at least $10,000 in Life Insurance coverage in force to qualify for this benefit.

**Proof of Good Health**

Proof of good health will be required:
- For amounts of Supplemental Life Insurance in excess of $100,000.
- For any elected increase to your amount of Supplemental Life Insurance.
- For any amount of Supplemental Life Insurance, if you apply more than 31 days after the date you become eligible.

**Supplemental Life Insurance Continued under the Portability Option**

The amount of your Supplemental Life Insurance that can be continued is limited to the lesser of the amount of your Supplemental Life Insurance on the date you elect portability or $500,000. You may elect to continue a lesser amount based on the amounts available to active employees.

Any reductions in coverage due to age will apply to all coverage continued under the portability option.
EMPLOYEE'S INSURANCE

Eligibility
You are eligible on the later of the following dates:
- The Group Policy's Effective Date, January 1, 2005.
- The first day of the month following the date you start continuous service with the Policyholder.

You must meet the following conditions to become insured:
- Be eligible for the insurance.
- Be actively at work.
- Apply for the insurance, if you have to pay any part of the premium.
- Give to ReliaStar Life proof of good health, which it approves, as required on the Schedule of Benefits.

Effective Date of Employee's Insurance
Your insurance starts on the latest of the following dates:
- The first of the month following date you become eligible.
- The first of the month following the date you return to active work if you are not actively at work on the first of the month following the date insurance would otherwise start. **Exception:** Your insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.
- The first of the month following the date you apply for insurance, if you have to pay any part of the premium.
- The first of the month following the date ReliaStar Life approves your proof of good health, if proof is required.

Effective Date of Change in Amount of Insurance
If there is an increase in the amount of your insurance, the increase will take effect on:
- The first day of the month on or after the date of the increase, if you are actively at work on the date of the increase.
- The date you return to active work if you are not actively at work on the first day of the month on or after the date of the increase.
- The first day of the month on or after the date of the increase, if the first day of the month is a nonworking day and you were actively at work on your last scheduled working day before the nonworking day.

If proof of good health is required, the increase will take effect on the later of the dates indicated above or the date ReliaStar Life approves your proof of good health.

The amount of your insurance decreases on the date of change in your class or earnings. If you elect to decrease your insurance, the decrease will take effect on the first day of the month on or after the date of the elected decrease.

Qualified Changes in Family Status
The following events are considered to be qualified changes in family status:
- Marriage or divorce.
- Death of your dependent.
- Birth or adoption of a child.
- Certain changes in your or your spouse's employment status (e.g., an increase or reduction in hours of employment).

Only benefit changes which are consistent with the change in family status are permitted. You must notify the Policyholder of your change in family status and complete a new enrollment form within 31 days after the qualifying event.

You may contact the Policyholder for additional details.

Termination of Insurance
Your insurance stops on the earliest of the following dates:
- The date you were last actively at work for the Policyholder.
- The date you are no longer eligible for insurance under the Group Policy.
- The date the Group Policy stops.
- The end of the period for which you paid premiums, if you do not make the next required premium contribution when due.
EMPLOYEE'S INSURANCE

- The date you retire.
- For Accelerated Death Benefit, the date your Life Insurance stops. The Accelerated Death Benefit stops at the beginning of the period in which you are eligible to convert your Life Insurance.
- For AD&D Insurance, the date your Life Insurance stops.

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

Termination of Insurance
Your insurance stops on the earliest of the following dates:
- For coverage not continued under the portability option, the last day of the month during which you were last actively at work for the Policyholder.
- For coverage not continued under the portability option, the last day of the month during which you are no longer eligible for insurance under the Group Policy.
- For coverage not continued under the portability option, the last day of the month in which you retire.
- For coverage continued under the portability option, the date you attain age 70.
- The date the Policyholder replaces the life insurance under this plan with a similar life insurance plan through another insurance carrier, if you are actively at work for the Policyholder on that date.
- The date the Group Policy stops.
- The end of the period for which you paid premiums, if you do not make the next required premium contribution when due.
- For Accelerated Death Benefit, the date your Life Insurance stops.

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.

Continuation of Insurance
If you are no longer eligible for insurance because you stop active work, the Policyholder may continue your insurance. Premiums must be paid. Your continuation of insurance is subject to all other terms of the Group Policy.

The length of time your insurance continues depends on the reason you stop active work.

Your continuation of insurance stops on the earliest of the following dates:
- The end of the period for which your premiums were paid, if the next premium contribution is not paid on time.
- The date the Group Policy stops.
- The end of the first policy month after the policy month during which you stop active work, if you stop active work due to non-medical leave of absence, temporary layoff, or the Policyholder suspending operations.
- The date you attain age 65, if you stop active work due to sickness or accidental injury.
- The date your Life Insurance has been continued for 12 months, if you stop active work due to sickness or accidental injury.

Portability
Portability means you have the option to continue your Supplemental Life Insurance if certain conditions are met. You must elect portability before you reach age 70 for Supplemental Life Insurance.

To continue your insurance, you must elect portability within 31 days of the date your Supplemental Life Insurance terminates due to the following:
- You retire or terminate employment with the Policyholder, if coverage is in effect for active employees under the Group Policy; or
- The Policyholder terminates coverage for active employees under the Group Policy and does not replace it with a similar life insurance plan; or
- You are no longer eligible for insurance under the Group Policy; or
- All other continuation under the Group Policy ends.
EMPLOYEE'S INSURANCE

In all cases, you must pay premiums directly to ReliaStar Life beginning on the first day of the month following the date you elect portability.

If your Supplemental Life Insurance reduces due to age or a change in employment status, this is not considered a termination of insurance. Please refer to the **Conversion Rights** section for more information about conversion following reductions in coverage.

If you return to active work for the Policyholder and become eligible for insurance under the Group Policy as an active employee, you may do one, but not both, of the following for your Supplemental Life Insurance:
- Keep your continued amount of Supplemental Life Insurance. For all eligible increases, you must give ReliaStar Life proof of good health it accepts.
- Terminate the continued amount of Supplemental Life Insurance. You may then re-apply for Supplemental Life Insurance, subject to the terms of the Group Policy.

**Reinstatement**
ReliaStar Life will reinstate your insurance not eligible for continuation under the portability option if you stop work and then return to work within 3 months. You will be eligible for insurance on the date you return to active work with the Policyholder.
LIFE INSURANCE

Employee's Life Insurance
ReliaStar Life pays a death benefit to your beneficiary if written proof is received that you have died while this insurance is in force. The death benefit is the amount of Life Insurance for your class shown on the Schedule of Benefits in effect on the date of your death.

ReliaStar Life pays the death benefit for all causes of death. However, for Supplemental Life Insurance, if you commit suicide, while sane or insane, within 2 years of the date your insurance starts, ReliaStar Life will refund the amount of premiums paid for your Supplemental Life Insurance under the Group Policy instead of paying a death benefit.

Waiver of Life Insurance Premium Disability Benefit
ReliaStar Life waives your Life Insurance premium that becomes due while you are totally disabled. The premium will be waived if you satisfy certain conditions. When ReliaStar Life waives a premium, the amount of Life Insurance equals the amount that would have been provided if you had not become totally disabled. That amount will reduce or stop according to the Schedule of Benefits in effect on the date total disability begins.

When ReliaStar Life waives a premium it includes Life Insurance, Accelerated Death Benefit, and Waiver of Premium. It does not include any other benefits as elected under this certificate which were effective at the time of disability.

Conditions, Notice and Proof of Total Disability
ReliaStar Life requires written notice of claim and proof of total disability to waive your premium. All of the following conditions must also be met:
· Total disability must begin before your 60th birthday.
· You are insured for the Waiver of Life Insurance Premium Disability Benefit on the date you become totally disabled.
· You continue to be totally disabled.
· Your insurance is in force when you suffer the sickness or accidental injury causing the total disability.
· All premiums are paid up to the date total disability begins.

ReliaStar Life needs written notice of claim before it waives any premium. This notice must be received —
· while you are living,
· while you are totally disabled, and
· within one year from the date total disability begins. If you cannot give ReliaStar Life notice within one year, your claim is still valid if you show you gave ReliaStar Life notice as soon as reasonably possible.

ReliaStar Life needs proof of your total disability before any premiums can be waived. ReliaStar Life may require you to have a physical exam by a doctor it chooses. ReliaStar Life pays for that exam. ReliaStar Life can only require one exam a year after premiums have been waived for 2 full years.

When ReliaStar Life approves your proof of total disability, premiums are waived as of the date you became totally disabled. ReliaStar Life refunds, to the Policyholder, any premium paid for a period during which you were totally disabled. It is the Policyholder's responsibility to refund to you any part of the premium you paid.

Termination of Waiver of Premium
ReliaStar Life stops waiving premiums on the earliest of the following dates:
· The date you are no longer totally disabled.
· The date you do not give ReliaStar Life proof of total disability when asked.
· The date you attain age 70.

If ReliaStar Life stops waiving your premiums, your Life Insurance will stay in force only if all of the following conditions are met:
· The Life Insurance under the Group Policy is still in force.
· You are eligible for Employee's Insurance under the Group Policy.
· Your premium payments are resumed.

The amount of Life Insurance that stays in force will be the amount shown on the Schedule of Benefits in effect on the date your premium payments are resumed.
LIFE INSURANCE

If you buy an individual policy under the Conversion Right of the Group Policy during the first year of your disability, your Life Insurance may be restored. ReliaStar Life will cancel the individual policy as of its issue date:

- If within 12 months of the date you become totally disabled you –
  - file a claim under this provision and ReliaStar Life approves it, and
  - surrender the individual policy without claim, except for refund of premium.

When ReliaStar Life cancels your individual policy, ReliaStar Life –

- refunds all premiums paid for the individual policy.
- restores your Life Insurance under the Group Policy.
- retains the beneficiary named under the individual policy as beneficiary under the Group Policy, unless you ask ReliaStar Life to change the beneficiary in writing.

Beneficiary

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

You may name, add or change beneficiaries by written request as described below. You may also choose to name a beneficiary that you cannot change without his or her consent. This is an irrevocable beneficiary.

You may name, add or change beneficiaries by written request if all of the following conditions are met:

- Your coverage is in force.
- ReliaStar Life has written consent of all irrevocable beneficiaries.
- You have not assigned the ownership of your insurance. The rights of an assignee are described in the Assignment section.

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.

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.
3. Your parents.
4. Your estate.

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

Settlement Options

Settlement options are alternative ways of paying the proceeds under the Group Policy. Proceeds is the amount of each benefit ReliaStar Life pays when you die or when you receive a lump sum amount under the Accelerated Death Benefit. To find out more about settlement options, please contact the Policyholder.

Accelerated Death Benefit

NOTE: AT THIS TIME IT IS UNCLEAR WHETHER YOU WILL BE REQUIRED TO PAY TAX ON ACCELERATED DEATH BENEFIT PROCEEDS. YOU SHOULD CONSULT WITH YOUR PERSONAL TAX ADVISER TO ASSESS POSSIBLE TAX IMPLICATIONS.

ReliaStar Life pays this benefit if it has been determined that you have a terminal condition. Accelerated Death Benefit proceeds is the amount ReliaStar Life pays to you or your legal representative while you are living when it has been determined that you have a terminal condition. The Accelerated Death Benefit proceeds are paid in one lump sum and are paid only once. This lump sum payout is the only Settlement Option available to you prior to your death.
LIFE INSURANCE

The Accelerated Death Benefit is the amount of the Accelerated Death Benefit shown on the Schedule of Benefits in effect on the date you apply for Accelerated Death Benefit proceeds. You will not be able to increase your contributory Life Insurance benefit after the time you apply for the Accelerated Death Benefit, unless you are determined to be ineligible to receive Accelerated Death Benefit proceeds.

To receive the Accelerated Death Benefit, all of the following conditions must be met. You must:
- request this benefit in writing while you are living. If you are unable to request this benefit yourself, your legal representative may request it for you.
- be insured as an employee for Life Insurance benefits.
- have Life Insurance benefits of at least $10,000 as shown on the Schedule of Benefits.
- provide to ReliaStar Life a doctor's statement which gives the diagnosis of your medical condition; and states that because of the nature and severity of such condition, your life expectancy is no more than 6 months. ReliaStar Life may require that you be examined by a doctor of its choosing. If ReliaStar Life requires this, ReliaStar Life pays for the exam.
- provide to ReliaStar Life written consent from any irrevocable beneficiary, assignee, and, in community property states, from your spouse.

Benefit Payment
ReliaStar Life pays the Accelerated Death Benefit proceeds to you unless both of the following are true:
- It is shown, to the satisfaction of ReliaStar Life, that you are physically and mentally incapable of receiving and cashing the lump sum payment.
- A representative appointed by the courts to act on your behalf does not make a claim for the payment.

If ReliaStar Life does not pay you because the two above conditions apply, payments instead will be made to one of the following:
- A person who takes care of you.
- An institution that takes care of you.
- Any other person ReliaStar Life considers entitled to receive the payments as your trustee.

Accelerated Death Benefit Exclusions
ReliaStar Life does not pay benefits for a terminal condition if either of the following apply:
- the required Accelerated Death Benefit premium or Life Insurance premium is due and unpaid.
- the terminal condition is directly or indirectly caused by attempted suicide or intentionally self-inflicted injury, whether sane or insane.

Effects on Coverage
When ReliaStar Life pays out this benefit, your coverage is affected in the following ways:
- Your total available Life Insurance benefit equals your amount of Supplemental Life Insurance shown on the Schedule of Benefits at the time you apply for the Accelerated Death Benefit.
- Your Life Insurance benefit is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- Your Life Insurance benefit amount which you may convert is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- You will not be able to increase your Life Insurance benefit after ReliaStar Life approves you to receive the Accelerated Death Benefit.
- Your premium is based upon the Life Insurance benefit amount in force prior to any proceeds paid under this Accelerated Death Benefit provision. Such premium must be paid, unless waived, to keep the Life Insurance coverage in force.
- Your remaining Life Insurance benefit is subject to future age reductions, if any, as shown on the Schedule of Benefits.
- You will not be able to reinstate your coverage to its full amount in the event of a recovery from a terminal condition.
CONVERSION RIGHTS

Life Insurance
You may convert this insurance to an individual life insurance policy if any part of your Life Insurance under the Group Policy stops. Proof of good health is not required.

Conditions for Conversion
You may convert this Life Insurance if it stops for any of the following reasons:
• For coverage not continued under the portability option, you are no longer actively at work.
• For coverage not continued under the portability option, you are no longer eligible for Employee’s Insurance under the Group Policy.
• For coverage continued under the portability option, you have reached the maximum age limit under the Group Policy.
• The Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row.
• For your Life Insurance –
  – the amount of Life Insurance is reduced.
  – the premium is no longer being waived under the Waiver of Life Insurance Premium Disability Benefit, and your group Life Insurance stops.

You may convert this insurance by applying and paying the first premium for an individual policy within 31 days after any part of your insurance stops. ReliaStar Life or the Policyholder must be notified. ReliaStar Life will supply you with a conversion form to complete and return.

Type of Converted Policy
You may purchase any individual nonparticipating policy offered by ReliaStar Life, except term insurance. The new policy must provide for a level amount of insurance and have premiums at least equal to those of ReliaStar Life’s whole life plan with the lowest premium.

If your previous coverage included additional benefits such as disability, Accidental Death and Dismemberment Insurance or the Accelerated Death Benefit, the new insurance will not include these benefits.

Amount of Conversion Coverage
If your Life Insurance is changed or cancelled because the Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row, the amount of the individual policy is limited to the lesser of –
• $10,000, or
• the amount of your Life Insurance which stops, minus the amount of other group insurance for which you become eligible within 31 days of the date your insurance stops.

If your Life Insurance stops for any reason other than the above, the amount of your individual policy may be any amount up to the amount of your Life Insurance that stopped.

Effective Date
The new policy takes effect 31 days after the part of your Life Insurance being converted stops.

If you die within the 31-day period allowed for making application to convert, ReliaStar Life will pay a death benefit to your beneficiary in the amount you were entitled to convert. ReliaStar Life will pay the amount whether or not application was made. ReliaStar Life will return any premium paid for the individual policy to your beneficiary named under the Group Policy.

Premiums
Premiums for the new policy are based on your age on the date of conversion.
CLAIM PROCEDURES

Submitting a 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.

You or someone on your behalf must return the completed proof of loss claim forms to ReliaStar Life within 90 days of the loss. Even if you do not receive the forms, written proof of loss must be sent to ReliaStar Life within 90 days after the loss or as soon as reasonably possible.

Written proof of loss includes details of how the loss occurred. It also includes copies of itemized doctor, hospital and prescription drug bills or receipts.
GENERAL PROVISIONS

Life Insurance Assignment
You can change the owner of your Life Insurance under the Group Policy by sending ReliaStar Life written notice. This change is an absolute assignment. You cannot make an absolute assignment to the Policyholder. You transfer all your rights and duties as owner to the new owner. The new owner can then make any change the Group Policy allows. A request for an absolute assignment –
· does not change the insurance or the beneficiary.
· applies only if ReliaStar Life receives your notice.
· takes effect from the date signed.
· does not affect any payment ReliaStar Life makes or action ReliaStar Life takes before receiving your notice.

A collateral assignment is not allowed.

ReliaStar Life assumes no responsibility for the validity of any assignment. You are responsible to see that the assignment is legal in your state and that it accomplishes the goals that you intend.

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.

Incontestability
Your insurance has a contestable period starting with the effective date of your insurance and continuing for 2 years while you are living. During that 2 years, ReliaStar Life can contest the validity of your insurance because of inaccurate or false information received relating to your insurability. Only statements that are in writing and signed by you can be used to contest the insurance.
DEFINITIONS

**Active Work, Actively at Work** – the 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.

**Employee** – An active State agency or university employee working 20 or more hours per week in a permanent, probationary or time limited position.

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

**Nonworking Day** – a day on which the employee is not regularly scheduled to work, including time off for the following:
- Vacations.
- Personal holidays.
- Weekends and holidays.
- Approved nonmedical leave of absence.

Nonworking day does not include time off for any of the following:
- Medical leave of absence.
- Temporary layoff.
- 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.

**Terminal Condition** – an injury or sickness which is expected to result in your death within 6 months and from which there is no reasonable chance of recovery. ReliaStar Life, or a qualified party chosen by ReliaStar Life, will make this determination.

**Total Disability, Totally Disabled** – Life Insurance – your inability, due to sickness or accidental injury, to work at any job suited to your education, training or experience.

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

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