

# Group Accidental Death and Dismemberment (AD&D) Certificate of Insurance

Securian Life Insurance Company • A Stock Company  
400 Robert Street North • St. Paul, Minnesota 55101-2098



Effective January 1, 2023

**POLICYHOLDER:** Southeastern Freight Lines, Inc.

**POLICY NUMBER:** 70302

## Read Your Certificate Carefully

If you meet the eligibility and enrollment requirements herein, you are insured under the group policy shown on the specifications page. This certificate summarizes the principal provisions of the group policy that affect you. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the policyholder during regular working hours.

## Legal Actions

No legal action may be brought to recover on this certificate within the first sixty days after written proof of loss has been given as required by this certificate. No such action may be brought after three years from the time written proof of loss is required to be given.

Secretary

President

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## GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) CERTIFICATE OF INSURANCE

# Certificate Specifications Page

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



## GENERAL INFORMATION

<b>POLICYHOLDER</b>	Southeastern Freight Lines, Inc.
<b>POLICY NUMBER:</b>	70302
<b>ASSOCIATED COMPANIES:</b>	All subsidiaries and affiliates reported to Securian Life by the policyholder for inclusion in the policy.
<b>POLICY SITUS:</b>	The policy was issued and delivered in South Carolina.
<b>POLICY EFFECTIVE DATE:</b>	January 1, 2018. This specifications page represents the plan in effect as of January 1, 2023.

**This certificate and/or certificate specifications page replaces any and all certificates and/or certificate specifications pages previously issued to you under the group policy. Please replace any certificate and/or certificate specifications page previously issued to you with this new certificate and/or specifications page.**

<b>GROUP:</b>	The group is composed of all active employees and grandfathered employees of the policyholder and its associated companies working in the United States and Puerto Rico at the employer's normal place of business.
<b>NO DOUBLE COVERAGE:</b>	A person cannot be covered under more than one class.
<b>WAITING PERIOD:</b>	<p>The period commencing with the employee's date of employment and ending with the first Sunday coincident with or next following the date the employee completes 30 days of continuous, active service.</p> <p>Prior service credit will be given to employees moving from part-time to full-time status.</p>
<b>MINIMUM HOURS PER WEEK REQUIRED:</b>	5 hours per week. Employees are eligible if eligible in Southeastern's system.

## PLAN OF INSURANCE

### EMPLOYEE BENEFIT SCHEDULE

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

<u>Eligible Class</u>	<u>Amount of AD&amp;D Insurance</u>
All Employees	An employee may elect any amount from \$10,000 to \$500,000 in \$10,000 increments.

## GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

### AGE REDUCTIONS:

The amount of insurance on an employee age 70 or older shall be a reduced to 50% of the amount otherwise provided by the plan of insurance applicable to such employee.

Age reductions will apply on the Saturday of the end of the pay period following an insured employee's 70<sup>th</sup> birthday.

### CONTRIBUTORY/NONCONTRIBUTORY:

Premiums for Voluntary AD&D insurance are entirely employee paid.

### INCREASES AND DECREASES:

All increases are subject to the actively at work requirement.

## Definitions

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### **associated company**

Any company which is a subsidiary or affiliate of the policyholder which is designated by the policyholder and agreed to by us to participate under the group policy.

### **contributory insurance**

Insurance for which the employee is required to make premium contributions.

### **earnings**

An employee's basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation.

For designated employees, annual compensation equals the employee's hourly rate of earnings times 45 hours multiplied by 52 weeks. For all other employees, annual compensation equals the employee's hourly rate of earnings times 40 hours multiplied by 52 weeks. Annual compensation is also referred to as the employee's annual base pay at the time of claim.

### **employee**

An individual who is employed by the policyholder or by an associated company. A sole proprietor will be considered the employee of the proprietorship. A partner in a partnership will be considered an employee so long as the partner's principal work is the conduct of the partnership's business. The term employee does not include temporary employees nor corporate directors who are not otherwise employees.

### **employer**

The policyholder or any designated associated company.

### **insured**

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

### **licensed physician**

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

### **non-work day**

A day on which the employee is not regularly scheduled to work, including scheduled time off for vacations, personal holidays, weekends and holidays, and approved leaves of absence for non-medical reasons.

Non-work day does not include time off for medical leave of absence, temporary layoff, employer suspension of operations in total or in part, strike, and any time off due to sickness or injury including sick days, short-term disability, or long-term disability.

### **noncontributory insurance**

Insurance for which the employee is not required to make premium contributions.

### **policyholder**

The owner of the group policy as shown on the specifications page.

### **specifications page**

The outline which summarizes your coverage under the policyholder's plan of insurance.

### **waiting period**

The period, if any, of continuous employment with the employer that the employee must satisfy prior to becoming eligible for coverage under this certificate. You are not eligible to become insured until the first day following the waiting period. Any such waiting period is shown on the specifications page .

### **we, our, us**

Securian Life Insurance Company.

### **you, your, certificate holder**

An insured employee.

## General Information

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### **What is your agreement with us?**

If you meet the eligibility and enrollment requirements, you are insured under the group policy shown on the specifications page. Your application as defined under this certificate is a part of this certificate. This certificate summarizes the principal provisions of the group policy that affect your insurance coverage. The provisions summarized in this certificate are subject in every respect to the group policy.

Any statements made in your application as defined in this certificate will, in the absence of fraud, be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless the statement is contained in the application.

### **Can this certificate be amended?**

Yes. We retain the right to amend this certificate at any time without your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

## **What employees are eligible for Accidental Death and Dismemberment (AD&D) insurance?**

An employee is eligible for AD&D insurance if he or she:

- (1) is a member of the eligible group and of an eligible class identified in the group policy; and
- (2) works for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page; and
- (3) has satisfied the waiting period, if any; and
- (4) meets the actively at work requirement described in the "What is the actively at work requirement?" provision of this section.

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

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

## **What is the actively at work requirement?**

To be eligible to become insured or to receive an increase in the amount of insurance, an employee must be actively at work performing his or her customary duties at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

Employees not working due to illness or injury do not meet the actively at work requirement nor do employees receiving sick pay, short-term disability benefits or long-term disability benefits.

If the employee is not actively at work on the date coverage would otherwise begin, or on the date an increase in his or her amount of insurance would otherwise be effective, he or she will not be eligible for the coverage or increase until he or she returns to active work. However, if the absence is on a non-work day, coverage will not be delayed provided the employee was actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this certificate, an employee is eligible to continue to be insured only while he or she remains actively at work.

Any insurance or increase in insurance which is elected or put in force while you are not actively at work will not be eligible for claim payment. You or your beneficiary will receive a refund of premium for any contributory insurance for which you were not eligible.

## **When does your insurance become effective?**

Your insurance becomes effective on the date that all of the following conditions have been met:

- (1) you meet all eligibility requirements; and
- (2) for contributory coverage, you apply for coverage in accordance with the application methods agreed upon by the policyholder and us.

## **Can your coverage be continued during sickness, injury, leave of absence or temporary layoff?**

Yes. Insurance may be continued on an insured employee who is not actively at work due to sickness, injury, leave of absence or temporary layoff, subject to the employer's practices and procedures, including the employer's limits on the length of continuation allowed for the type of absence. Continuation is contingent upon continued premium payment and is subject to the following maximum time frames:

- (1) if you are on a family or medical leave, insurance can be continued for up to 12 weeks following the date the coverage would have terminated.
- (2) if you are on a layoff, insurance cannot be continued beyond the end of the month in which the layoff occurs.
- (3) if you are on a military leave of absence, insurance cannot be continued beyond 26 weeks.
- (4) if you are on an absence due to disability, insurance cannot be continued beyond 26 weeks.
- (5) for other leaves of absences, insurance cannot be continued beyond 90 days.

Coverage during a leave of absence and upon return from a leave of absence shall meet all state and federal requirements. The above limits will be expanded if necessary in order to meet such requirements.

## **Premiums**

### **When and how often are your premium contributions due?**

Unless the policyholder and we have agreed to some other premium payment procedure, any premium contributions you are required to make for contributory insurance are to be paid by you to the policyholder on a regular periodic basis. We apply premiums consecutively to keep the insurance in force.

### **How is the premium determined?**

The premium will be the applicable premium rate multiplied by the number of \$1,000 units of insurance in force on the date premiums are due. The premium may also be computed by any other method on which the policyholder and we agree.

Premium rates are subject to change according to the provisions of the group policy.

## Accidental Death and Dismemberment Benefit

### What does accidental death or dismemberment by accidental injury mean?

AD&D coverage is limited coverage. This means this coverage will provide benefits only when your loss, death or dismemberment results, directly and independently from all other causes, from an accidental bodily injury which was unintended, unexpected and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of your loss, death or dismemberment. The injury and accidental loss, death or dismemberment must occur while your coverage is in force. Your loss, death or dismemberment must occur within 365 days after the date of the accidental injury. In no event will we pay the accidental death or dismemberment benefit where your accident, injury, loss, death or dismemberment is caused directly or indirectly by, results in whole or in part from or during, or there is contribution from, any of the following:

- (1) self-inflicted injury, self-destruction, or autoeroticism, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) your participation in, or attempt to commit, a crime, assault, felony, or any illegal activity, regardless of any legal proceedings thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol; or
- (6) the use of prescription drugs, non-prescription drugs, illegal drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected; or
- (7) motor vehicle collision or accident where you are the operator of the motor vehicle and your blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto; or
- (8) infection, other than infection occurring simultaneously with, and as a direct and independent result of, the accidental injury; or
- (9) medical or surgical treatment or diagnostic procedures or any resulting complications, including complications from medical misadventure; or
- (10) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier; or
- (11) war or any act of war, whether declared or undeclared.

### What is the amount of the AD&D benefit?

The amount of the benefit shall be a percentage of the amount of insurance shown on the specifications page. The percentage is determined by the type of loss as shown in the following table:

TYPE OF LOSS	PERCENT OF AMOUNT OF INSURANCE
Life .....	100%
Both Hands or Both Feet .....	100%
Sight of Both Eyes .....	100%
Speech and Hearing in Both Ears .....	100%
One Hand and One Foot .....	100%
One Foot and Sight of One Eye .....	100%
One Hand and Sight of One Eye .....	100%
Quadriplegia .....	100%
Paraplegia .....	75%
Sight of One Eye .....	50%
Speech or Hearing in Both Ears .....	50%
One Hand or One Foot .....	50%
Hemiplegia .....	50%
Thumb and Index Finger of One Hand .....	25%
Monoplegia .....	25%

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints.

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet).

Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body. Monoplegia means the total and permanent paralysis of one arm or one leg.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident (the largest benefit of these overlapping losses only will be paid). Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of AD&D insurance payable under this certificate for any one accident, not including any amount paid according to the terms of the Additional Benefits section of this certificate, will never exceed the full amount of the insured's AD&D insurance.

### Can you request a change in the amount of your contributory insurance?

Yes. The specifications page describes when changes can be requested, when evidence of insurability will be required for such changes, and when the changes will become effective.

## **What are the notice of claim and proof of loss requirements?**

Written notice of injury on which a claim may be based must be given to us within 30 days after the accident. Proof of loss must be furnished to us within 90 days after the date of loss. However, failure to give such notice and proof within the time provided will not invalidate the claim if it is shown that notice and proof were given as soon as reasonably possible.

When we receive written notice of claim, we will send the claimant our claim forms if he or she needs them. If the claimant does not receive the forms within 15 days, we will accept his or her written description as proof of loss.

## **When will the accidental death or dismemberment benefit be payable?**

We will pay the accidental death or dismemberment benefit upon receipt at our home office of written proof satisfactory to us as to both substance and form that you died or suffered a covered dismemberment as a result of a covered accidental injury. All payments by us are payable from our home office. The benefit will be paid in a single sum.

## **To whom will we pay the accidental death or dismemberment benefit?**

In the case of your accidental death, we will pay the accidental death benefit to the beneficiary or beneficiaries. All other benefits will be payable to you, if living.

You name a beneficiary to receive the death benefit to be paid at your death. You may name one or more beneficiaries. You can change the beneficiary designation at any time, provided all of the following are true:

- (1) your coverage is in force; and
- (1) we have written consent of all irrevocable beneficiaries; and
- (2) you have not assigned the ownership of your insurance.

A beneficiary designation must be made in writing or by any other method made available under the plan. Any beneficiary designation shall take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving the designation.

You may also choose to name a beneficiary that you cannot change without the beneficiary's consent. This is called an irrevocable beneficiary.

If there is more than one beneficiary, each will receive an equal share, unless you have requested another method in your beneficiary designation. To receive the death benefit, a beneficiary must be living at the time of your death. In the event a beneficiary is not living at the time of your death, that beneficiary's portion of the death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of

you and a beneficiary, the death benefit will be paid as if you survived the beneficiary.

If there is no eligible beneficiary, or if you do not name one, we will pay the death benefit to:

- (1) your lawful spouse if living; otherwise
- (2) your natural or legally adopted child (children) in equal shares, if living; otherwise
- (3) your parents in equal shares, if living; otherwise
- (4) your siblings in equal shares, if living; otherwise
- (5) the personal representative of your estate.

## **Additional Benefits**

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

### **Air Bag Benefit**

#### **What is the air bag benefit?**

If an insured dies or suffers a covered dismemberment as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of:

- (1) \$10,000; or
- (2) 10% of the insured's amount of AD&D insurance.

In order to be eligible for this benefit, the following must apply:

- (1) the seat in which the insured was seated was equipped with a properly installed airbag at the time of the accident; and
- (2) the private passenger car is equipped with seatbelts; and
- (3) a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
- (4) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Airbag means a passive restraint device in a vehicle which inflates upon collision to protect an individual from injury or death.

Seatbelt means a properly installed seatbelt (or child restraint if the insured is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or

policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

## **Disappearance Benefit**

### **What is the disappearance benefit?**

If an insured's body has not been found after one year from the date the conveyance in which he or she was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the policy and proof satisfactory to us that the accident occurred and the insured was a passenger on the conveyance, that the insured has died as a result of an accidental injury which was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this certificate. The death benefit shall be equal to the lesser of 100% of the insured's amount of AD&D insurance or \$50,000.

## **Exposure Benefit**

### **What is the exposure benefit?**

If an insured suffers a loss under the Type of Loss schedule due to exposure to the elements, it will be covered as if it were due to injury, provided such loss results from unavoidable exposure to the elements by reason of a covered accident.

## **Repatriation Benefit**

### **What is the repatriation benefit?**

If, as a result of a covered accident, an insured dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of the actual cost of such preparation and transportation or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of us. This may or may not be the beneficiary for the rest of the accidental death proceeds. We may at our sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by us will be final and fully release and discharge us from any further liability under this repatriation benefit.

## **Seatbelt Benefit**

### **What is the seatbelt benefit?**

If an insured dies or suffers a covered dismemberment as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to the lesser of:

- (1) \$10,000; or
- (2) 10% of the insured's amount of AD&D insurance.

In order to be eligible for this benefit, the following must apply:

- (1) the private passenger car was equipped with seatbelts; and
- (2) a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
- (3) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

## **Waiver of Premium Benefit**

### **What is the waiver of premium benefit?**

This benefit provides for waiver of premium if you become totally disabled, as defined herein. Upon approval of proof of such disability, your insurance, including all benefits to your certificate which were in force on the date of the onset of your disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total disability.

### **What is total disability?**

You are considered totally disabled if you are eligible for and receiving disability income benefits under the employer's long term disability (LTD) plan. The disability for which LTD benefits are ultimately payable must commence while your insurance is in force under the group policy.

### **What will be considered due proof of total disability?**

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

- (1) commenced while your insurance under your certificate was in force; and
- (2) meets the definition of total disability.

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

If you die within one year of the date of onset of your total disability, your beneficiary may claim benefits under this certificate, even if your premium payments were discontinued and you had not submitted due proof satisfactory to us of your total disability. Your beneficiary must submit due proof satisfactory to us that your total disability, which began before premium payments on your behalf were discontinued without interruption until your death.

### **When must we be notified of your total disability?**

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



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

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

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

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

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

## **How long will insurance be continued without payment of premium?**

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

- (1) the date you recover so that you are no longer totally disabled; or
- (2) the date you are no longer receiving LTD benefits; or
- (3) the date you fail to furnish proof of continued disability when requested or you refuse to submit to a required medical examination.

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

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

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

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

## **Termination**

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### **When does an insured's insurance end?**

An insured's insurance ends on the earliest of the following:

- (1) the date the group policy ends; or
- (2) the date the insured no longer meets the eligibility requirements; or
- (3) the date the group policy is amended so the insured is no longer eligible; or
- (4) 31 days (the grace period) after the due date of any unpaid premium if the premium remains unpaid at that time; or
- (5) the last day for which premium contributions have been paid following your written request to cease participation under this certificate.

### **When does the group policy terminate?**

The policyholder may terminate the group policy by giving us 31 days prior written notice. We reserve the right to terminate the group policy on the earlier of the following to occur:

- (1) 45 days (the grace period) after the due date of any premiums which are not paid; or
- (2) 31 days after we provide the policyholder with notice of our intent to terminate the group policy.

## **Additional Information**

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### **Do we have the right to obtain independent medical verification?**

Yes. After you have provided proof of loss at your expense, we retain the right to have an insured medically examined at our expense whenever a claim is pending.

### **What if an insured's age has been misstated?**

If an insured's age has been misstated, the accidental death or dismemberment benefit payable will be that amount to which the insured is entitled based on his or her correct age.

A premium adjustment will be made to the premium you pay for the insured's noncontributory insurance and to the premium an insured pays for contributory insurance, if any, so that the actual premium required at the insured's correct age is paid. If the insured's correct age is such that no benefit is payable, only a refund of premium will be made for the period the insured was not eligible.

### **Who is the owner of this coverage?**

Unless assigned otherwise, you, the insured employee, are the owner of all coverage provided under your certificate. Only the owner has the right to exercise

ownership rights under the certificate, including but not limited to naming or changing a beneficiary, changing the amount of insurance, assigning any or all ownership rights, and terminating the coverage.

### **Can your insurance be assigned?**

Yes. However, we will not be bound by an assignment of the certificate or of any interest in it unless it is made as a written instrument, and you file the original instrument or a certified copy with us at our home office, and we send you an acknowledged copy.

We are not responsible for the validity of any assignment. You are responsible for ensuring that the assignment is legal in your state and that it accomplishes your intended goals. If a claim is based on an assignment, we may require proof of interest of the claimant. A valid assignment will take precedence over any claim of a beneficiary.

### **Can a change in ownership for a certificate be requested?**

Yes. A change in ownership is a type of assignment. All provisions for assignments apply to ownership changes.

### **Is the policyholder required to maintain records?**

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

If an administrative or clerical error is made in keeping records on or administering the insurance under the group policy, it will not affect otherwise valid insurance. A clerical or administrative error, however, does not continue insurance which is otherwise stopped, make insurance effective when it should not have been or change the amount of insurance provided by the provisions of the policy and no claim shall be paid on amounts put into

effect as a result of a past clerical or administrative error. If an error causes a change in premium payment, a fair adjustment will be made.

### **Can insurance coverage be contested?**

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

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

### **Will the provisions of this certificate conform with state law?**

Yes. If any provision in this certificate or in the group policy is in conflict with the laws of the state governing the group policy or the certificates, the provision will be deemed to be amended to conform to such laws.

### **What is the policy interpretation right and authority?**

The following applies only when the administration of the policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

Securian Life has the exclusive right and authority, in its sole discretion, to interpret the group policy and decide all matters arising thereunder. Securian Life's exercise of that authority shall be conclusive and binding on all persons unless it can be shown that the determination was arbitrary and capricious.

# Group Accidental Death & Dismemberment Insurance Certificate Endorsement

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



This Certificate Endorsement is a part of the certificate of insurance describing the benefits available to you under Group Policy No. 70302, issued by Securian Life Insurance Company to Southeastern Freight Lines, Inc. This endorsement is subject to every term, condition, exclusion and provision of the certificate unless otherwise expressly provided for herein.

The following applies to all employees:

1. The provision entitled **“Legal Actions”** on the Cover page is amended in its entirety and replaced with the following:

## **Legal Actions**

No legal action may be brought to recover on this certificate within the first sixty days after written proof of loss has been given as required by this certificate. No such action may be brought after six years from the time written proof of loss is required to be given.

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

## **What is your agreement with us?**

If you meet the eligibility and enrollment requirements, you are insured under the group policy shown on the specifications page. Your application as defined under this certificate is a part of this certificate. This certificate summarizes the principal provisions of the group policy that affect your insurance coverage. The provisions summarized in this certificate are subject in every respect to the group policy.

Any statements made in your application as defined in this certificate will, in the absence of fraud, be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless a copy of the instrument containing the statement has been furnished to the insured person or, in the event of death or incapacity of the insured person, to the individual’s beneficiary or personal representative.

3. The provision entitled **“When will the accidental death or dismemberment benefit be payable?”** under **Accidental Death and Dismemberment Benefit** section is amended in its entirety and replaced with the following:

## **When will the accidental death or dismemberment benefit be payable?**

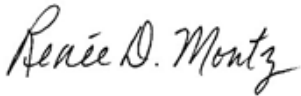
We will pay the accidental death or dismemberment benefit within 60 days after receipt at our home office of written proof satisfactory to us as to both substance and form that you died or suffered a covered dismemberment as a result of a covered accidental injury. All payments by us are payable from our home office. The benefit will be paid in a single sum.

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

**Can insurance coverage be contested?**

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

Any statements the insured makes in his or her application will, in the absence of fraud, be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless a copy of the instrument containing the statement has been furnished to the insured person or, in the event of death or incapacity of the insured person, to the individual’s beneficiary or personal representative.



Secretary



President

## Important Notice

### Securian Life Insurance Company

400 Robert Street North, St. Paul, MN 55101-2098

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### SUMMARY OF THE SOUTH CAROLINA LIFE AND ACCIDENT AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT AND NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS

Residents of South Carolina who hold life insurance, annuities, or health insurance policies should know that the insurance companies and health maintenance organizations (HMOs) licensed in this state to write these types of insurance are required by law to be members of the South Carolina Life and Accident and Health Insurance Guaranty Association (SCLAHIGA). The purpose of SCLAHIGA is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this happens, SCLAHIGA will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through SCLAHIGA is limited. Consumers should shop around for insurance coverage and exercise care and diligence when selecting insurance coverage.

### DISCLAIMER

Under South Carolina law, the South Carolina Life and Accident and Health Insurance Guaranty Association (SCLAHIGA) may provide coverage of certain direct life insurance policies, accident and health insurance policies, annuity contracts and contracts supplemental to life, accident and health insurance policies and annuity contract claims (covered claims) if the insurer becomes impaired or insolvent. South Carolina law does not require the SCLAHIGA to provide coverage for every policy. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.**

Coverage is generally conditioned upon residence in this state. Other conditions that may preclude or exclude coverage are described in this notice. Even if coverage is provided, there are significant limits and exclusions. Please read the entire notice for further details on limitations and exclusions.

Insurance companies and insurance agents are prohibited by law from using the existence of the SCLAHIGA or its coverage to sell you an insurance policy. You should not rely on the availability of coverage under SCLAHIGA when selecting an insurer. The South Carolina Life and Accident and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

If you think the law has been violated, you may file a written complaint with the SCLAHIGA or the South Carolina Department of Insurance at the addresses listed below:

#### **South Carolina Life and Accident and Health Insurance Guaranty Association**

Attention: Executive Director  
P.O. Box 8625  
Columbia, SC 29202

#### **South Carolina Department of Insurance**

Attention: Office of Consumer Services  
1201 Main Street, Suite 1000  
Columbia, SC 29201  
Electronic complaint submission via  
[www.doi.sc.gov/complaint](http://www.doi.sc.gov/complaint)

Please attach copies of all pertinent documentation. You may submit a written complaint or a complaint electronically to the Department through submission of the electronic form on the Department's website at [www.doi.sc.gov/complaint](http://www.doi.sc.gov/complaint). You should receive a response to your complaint within 10 days.

This safety-net coverage is provided for in the South Carolina Life and Accident and Health Insurance Guaranty Association Act (the Act). The following summary of the Act's coverages, exclusions and limits does not cover all provisions of the Act; nor does it in any way change any person's rights or obligations under the Act or the rights or obligations of the SCLAHIGA.

## COVERAGE

Generally, individuals will be protected by the SCLAHIGA if they live in this state and hold a covered life, accident, health or annuity policy, plan or contract issued by an insurer (including a health maintenance organization) authorized to conduct business in South Carolina. The beneficiaries, payees or assignees of insured persons may also be protected if they live in another state unless circumstances described under the Act exclude coverage.

## EXCLUSIONS FROM COVERAGE

Persons who hold a covered life, accident, health or annuity policy, plan or contract are not protected by SCLAHIGA if:

- They are eligible for protection under the laws of another state (This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.);
- The insurer was not authorized to do business in this state; or
- They acquired rights to receive payments through a structured settlement factoring agreement.

SCLAHIGA also does not provide coverage for:

- A portion of a policy or contract or part thereof not guaranteed by the member insurer, or under which the risk is borne by the policy or contract owner;
- A policy or contract of reinsurance, unless assumption certificates have been issued;
- Interest rate or crediting rate yields or similar factors employed in calculating value changes that exceed an average rate;
- Any policy or contract issued by assessment mutuals, fraternal, and nonprofit hospital and medical service plans;
- Benefits payable by an employer, association or other person under: (a) a multiple employer welfare arrangement; (b) a minimum premium group insurance plan; (c) a stop-loss group insurance plan; or (d) an administrative services contract;
- A portion of a policy or contract to the extent that it provides for (a) dividends or experience rating credits; (b) voting rights; or (c) payment of any fees or allowances to any person, including the policy or contract owner, in connection with the service to or administration of the policy or contract;
- A portion of a policy or contract to the extent that the assessments required by Section 38-29-80 with respect to the policy or contract are preempted by federal or state law;
- An obligation that does not arise under the express written terms of the policy or contract issued by the member insurer to the enrollee, certificate holder, contract owner or policy owner, including without limitation: (a) Claims based on marketing materials; (b) Claims based on side letters, riders or other documents that were issued by the member insurer without meeting applicable policy or contract form filing or approval requirements; (c) Misrepresentations of or regarding policy or contract benefits; (d) Extra-contractual claims; or (e) A claim for penalties or consequential or incidental damages;
- An unallocated annuity contract;
- A policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C or D or Medicaid; or
- Interest or other changes in value to be determined by the use of an index or other external references but which have not been credited to the policy or contract or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes impaired or insolvent insurer, whichever is earlier.

## LIMITS ON AMOUNTS OF COVERAGE

The South Carolina Life and Accident and Health Insurance Guaranty Association Act also limits the amount that SCLAHIGA is obligated to pay for covered claims. The benefits for which SCLAHIGA may become liable shall in no event exceed the lesser of the following:

- With respect to one life, regardless of the number of policies or contracts: \$300,000 in life insurance death benefits, or not more than \$300,000 in net cash surrender and net cash withdrawal values for life insurance;
- For health insurance benefits: (a) \$300,000 for coverages not defined as disability income insurance or health benefit plans or long-term care insurance, including any net cash surrender and net cash withdrawal values; (b) \$300,000 for disability income insurance; (c) \$300,000 for long-term care insurance; (d) \$500,000 for health benefit plans; or
- \$300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values.

**Securian Life Insurance Company** • A Stock Company

400 Robert Street North • St Paul, Minnesota 55101-2098

**GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) CERTIFICATE OF INSURANCE**