

New York Life Insurance Company – A Mutual Company Founded in 1845 – 51 Madison Avenue, New York, NY 10010

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

POLICYHOLDER

POLICY NUMBER CONTRACT STATE NATIONAL GUARD ASSOCIATION OF THE UNITED STATES, INC. G-31162-0 (the "Policy") DISTRICT OF COLUMBIA

NEW YORK LIFE certifies that a person becomes an INSURED MEMBER on the INSURANCE DATE stated on the Individual Schedule of Benefits.

Insurance is subject to: (a) any exclusions and limitations of the Policy and all other terms and conditions of the Policy; and (b) New York Life's underwriting requirements.

<u>Conditionally Renewable</u> Insurance under the Policy will be renewed automatically on each Anniversary Date if its terms and conditions are met. Insurance for an INSURED MEMBER will be renewed automatically on each premium date for an INSURANCE PERIOD except for certain contractually specified reasons.

On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight at the place the INSURED MEMBER resides.

Highlights and other details of insurance appear in the Individual Schedule of Benefits page(s) and in the State Regulations page(s), if any. These pages are attached to and made a part of the Certificate.

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued to an INSURED MEMBER under the Policy.

Miller

Secretary

CEO and President

G-31162-0/CERT

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DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITIONS PAGES.

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IMPORTANT NOTICE

<u>Acts Of The Policyholder</u> The Policyholder acts on its own behalf or on behalf of the INSURED MEMBERS. The Policyholder must maintain records for all INSURED MEMBERS of the: number of INSURED MEMBERS; amounts and essential features of insurance; and premium. Under no circumstances may the Policyholder act on behalf of New York Life without a written authorization. New York Life will rely upon the acts of the Policyholder.

<u>Agency</u> The Policyholder acts on its own behalf or as an agent of INSURED MEMBERS. Under no circumstances may the Policyholder act as an agent of New York Life without a written authorization.

<u>Certificate</u> The Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. It is not a contract of insurance. A copy of the Policy is available at the Policyholder's office for inspection at any time during business hours. The INSURED MEMBER should contact New York Life with questions regarding insurance.

<u>Claims</u> A claim should be submitted in accordance with the following:

Notice Of Claim The claimant must write to New York Life about a claim within 30 days after the occurrence of any loss covered by the Policy. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Claim Forms New York Life will send the claimant claim forms within 15 days after notice of claim is received. If New York Life does not send the forms within 15 days, the claimant can send written proof of claim. The claim form or proof must show the date, cause and extent of the loss.

Proof Of Loss New York Life must receive proof of the loss within 90 days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible.

Claims Payment The benefit is payable within 30 days after receipt of proof of the covered loss.

Legal Action The claimant cannot start any legal action: (a) within 60 days after a claim form or proof of loss is sent; or (b) more than three years after a claim form or proof of loss is due.

<u>Contributions</u> New York Life can change the premium rates and/or the tables, or any method used to compute the premium due under the Policy, on any:

- 1. future premium date, but not more than once in any 12-month period. New York Life will mail or deliver a written notice to the Policyholder at least 60 days before the date such change is to take effect; or
- 2. date New York Life's liability is changed by Policy amendment, any governmental program, law or regulation. An exercise of this right will <u>not</u> stop New York Life from exercising its right in 1. above.

IMPORTANT NOTICE

Entire Contract The contract consists of the: (a) Policy; (b) attached Application of the Policyholder; (c) certificate; and (d) signed, written requests for group insurance. Statements made by the Policyholder in the Application and by an Insured Member in a request for group insurance are, in the absence of fraud, representations, not warranties.

Errors Errors, or delays in keeping records, will: (a) not revoke insurance otherwise in force; (b) not continue insurance which otherwise would have ended; and (c) upon discovery, require fair adjustment of remittances and/or insurance to correct the error.

Examination New York Life, at its own expense, has the right and opportunity to:

- 1. have a person, for whom claim is made, examined: (a) physically; (b) psychologically; and/or (c) psychiatrically; to determine the existence and/or cause of any loss, other than loss of life. This right can be used as often as it is reasonably required while a claim is pending; and/or
- 2. in the event of loss of life: (a) reasonably request an autopsy where it is not forbidden by law or religious belief; and/or (b) examine the medical records of the deceased; to determine the cause of the loss.

Incontestability The incontestability provisions for the Policy and for insurance on INSURED MEMBERS are as follows:

Policy - Except for nonpayment of premiums, New York Life cannot contest the validity of the Policy after it has been in force for one year from the Effective Date. If the Policy is contested, New York Life will only rely upon written statements signed by the Policyholder in applying for the Policy.

Insurance On Insured Members - Except for nonpayment of premiums, New York Life cannot contest the validity of any insurance on an INSURED MEMBER after it has been in force for two years prior to the contest under the Policy during such INSURED MEMBER'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under or be transferred to the Policy. A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties. The time insured under the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the two year contestable period has elapsed.

<u>Misstatements</u> Subject to the Errors and Incontestability sections, if relevant statements of age or facts were not accurate for any person: (a) a fair adjustment of remittances and/or insurance will be made; and (b) based upon the facts, New York Life will decide whether, and what, insurance is valid under the Policy.

Policy Changes The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; and (b) without the consent of any other person. Changes will be valid only if evidenced by an amendment to the Policy. Such amendment must be signed by the Policyholder and an officer of New York Life. The Policy may also be changed by New York Life by amendment to the Policy and without the consent of the Policyholder or any other person, if such amendment is signed by an officer of New York Life and: (a) results from the exercise of a right reserved to New York Life in the Policy; or (b) is issued to conform to any law and/or regulation which applies to the insurance under the Policy. No agent of New York Life can make or change the Policy or waive any of its provisions.

<u>Required Information</u> The Policyholder must furnish New York Life: (a) all information with regard to the Policy that may reasonably be required; and (b) access to all records that may have a bearing on premium and benefits. Such access will extend after the termination of the Policy.

<u>Termination Of The Policy</u> If the Policy terminates, the Policyholder will be liable to New York Life for all unpaid premium for the period during which the Policy was in force. Termination of the Policy will be without prejudice to an existing claim. The Policy will terminate, in accordance with the following:

Termination For Non-Payment Of Premium - Subject to the Policyholder Grace Period provision below, if the premium is not paid by a premium date, the Policy will be in default.

IMPORTANT NOTICE

Policyholder Grace Period – The Policyholder is entitled to a grace period of 91 days for the payment of each premium due except for the first. During the Policyholder Grace Period, the Policy continues in force. If the premium due is not paid before the end of the Policyholder Grace Period, the Policy automatically ends on the last day of such Policyholder Grace Period. However, if in accordance with the terms of the Policy, the Policyholder Grace Period, the Policyholder Grace Period, the Policyholder Grace Period, the Policyholder Grace not policyholder Grace Period. However, if in accordance with the terms of the Policyholder Grace Period, the Policyholder Grace Period, the Policyholder Grace Period, the Policyholder Grace Period, the Policy terminates on the date stated in such notice of termination.

Termination By The Policyholder - The Policyholder may terminate the Policy, only after the first Anniversary Date, by giving written notice to New York Life at least 91 days in advance.

Termination By New York Life - New York Life may terminate the Policy, only after the first Anniversary Date, by giving written notice to the Policyholder at least 91 days in advance.

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AD&D INSURANCE

New York Life will pay a benefit for an INSURED MEMBER'S Covered Loss in accordance with all of the following:

Covered Loss A Covered Loss is a loss that:

1. except as stated in the Exposure and Disappearance liberalizations, an INSURED MEMBER suffers, but only if such loss results from an accidental injury and such: (a) loss occurs within 365 days of such injury; (b) injury occurs while he or she is insured under the Policy; and (c) injury is the direct result of the accident and is independent of all other causes. Termination of the Policy or of an INSURED MEMBER'S insurance will not prejudice the payment of benefits for a Covered Loss which resulted from an accidental injury that occurred before the date of such termination.

Exposure Benefit – If an INSURED MEMBER suffers a loss listed in the Table of Benefits as a result of exposure to the elements, such loss will be considered to be a Covered Loss resulting from an accidental injury.

Disappearance - If the INSURED MEMBER is riding in a conveyance and such conveyance either disappears or sinks as the result of an accident and the INSURED MEMBER'S body is not found within one year after the accident, New York Life will presume the INSURED MEMBER suffered a loss of life due to an accidental injury within 365 days of such accident;

- 2. is listed on the Table Of Benefits on the Schedule page(s); and
- 3. is not excluded in the Exclusions section.

Exclusions The following losses are excluded:

Crime/Illegal Occupation/Illegal Activity – A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S active participation in or incarceration resulting from any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; or (d) a riot.

Disease/Infirmity - A loss that is due to or related to: (a) disease or bodily infirmity of mind or body; (b) medical or surgical treatment of such disease or bodily infirmity; or (c) bacterial infections, except infections which occur as the result of an: (1) accidental cut or wound; or (2) accidental ingestion of contaminated material.

Drugs – A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S: (a) voluntary use of illegal drugs; (b) intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions; or (c) intentional misuse of prescription drugs.

AD&D INSURANCE

Self-Inflicted Injury/Suicide - A loss that: (a) is due to or is related to: (1) suicide; (2) an attempt at suicide; or (3) an intentionally self-inflicted injury; (b) occurs during an attempt at suicide; or (c) occurs while intentionally injuring oneself; while the INSURED MEMBER is sane or insane.

Treatment - A loss that: (a) occurs during; (b) is due to; or (c) is related to; any medical, dental or surgical treatment unrelated to the accident which would otherwise entitle the INSURED MEMBER to benefits.

War Conditions - A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S engagement in any of the following in a role other than as a victim: (a) in war, (b) an act of war, or (c) an armed conflict which involves the armed forces of one or more countries.

For The Benefit To Be Paid For a Covered Loss to be paid: (a) New York Life must receive proof of the INSURED MEMBER'S loss within 90 days after such loss. If it is not possible to give proof within such 90 day period, it must be given as soon as reasonably possible; and (b) it must be determined that the loss is a Covered Loss.

<u>What Benefit Is Payable</u> The benefit payable for a Covered Loss is the applicable percentage of the Principal Sum in force for the INSURED MEMBER on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable within 30 days after receipt of proof. The benefit will be paid in a lump sum. New York Life will pay interest on the Death Benefit from the date of the INSURED MEMBER'S death until the date of payment. Interest will be at the greater of the annual interest rate declared annually by New York Life's Board of Directors for policy proceeds left with New York Life or the minimum required by state law.

Beneficiary

<u>Covered Loss</u> Except as stated below, the benefit payable for an INSURED MEMBER'S Covered Loss, other than for his or her loss of life, will be paid to the INSURED MEMBER.

The benefit payable for an INSURED MEMBER'S loss of life will be paid in accordance with the Death Benefit subsection of the Beneficiary section.

Death Benefit Except as stated below, the Death Benefit will be paid to the designated beneficiary(ies).

One or more beneficiaries can be designated. If more than one beneficiary is designated, they can be classified as Primary Beneficiary ("Primary Beneficiary" is the person(s) named to first receive the proceeds of the insurance), or Contingent Beneficiary ("Contingent Beneficiary" is the person(s) named to receive the proceeds of the insurance if no Primary Beneficiary survives. Each beneficiary's share can be stated. If more than one beneficiary is designated and if their respective interests have not been stated, they will share alike.

However, if at the time of the INSURED MEMBER'S death, a Primary Beneficiary has died before the INSURED MEMBER, that portion of the Death Benefit will be equally distributed to the surviving Primary Beneficiaries. If no Primary Beneficiaries survive the INSURED MEMBER, the Death Benefit will be paid to the surviving Contingent Beneficiaries in the next class. If there are no surviving Contingent Beneficiaries, the Death Benefit will be paid to the OWNER, if living, otherwise to the executor or administrator of the OWNER'S estate, or at the option of New York Life, to the OWNER'S surviving relative(s) in the following order of survival: lawful married spouse; children equally; parents equally; or brothers and sisters equally.

In addition, if a beneficiary dies within 15 days after the INSURED MEMBER, New York Life will consider such beneficiary to have predeceased such INSURED MEMBER, if payment has not already been made.

The OWNER can designate a beneficiary or change his or her beneficiary designation.

Facility Of Payment - New York Life has the right to pay up to \$250 of the benefit to anyone who has incurred expenses for the INSURED MEMBER'S fatal accident or burial ("payee").

Forfeiture Of Payment - No payment will be made to any person(s) if such person(s), as determined by a court of law, is the principal or an accomplice in willfully bringing about the death of the INSURED MEMBER. Payment will be made in accordance with this section as though that person(s) had died before the INSURED MEMBER.

AD&D INSURANCE

Non-Assignability An INSURED MEMBER'S insurance under the Policy is non-assignable.

<u>Request Procedure</u> To: (a) designate a beneficiary or change a beneficiary designation; and/or (b) transfer ownership; New York Life must be given a completed, written request. Such request must be approved and recorded by or on behalf of New York Life. After such recording, the request will take effect as of the date it was signed, subject to any payment made or any other action taken by or on behalf of New York Life before the recording. Requests in effect under the PREVIOUS POLICY for TRANSFER INSURANCE will remain in effect under the Policy until changed.

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WHEN INSURANCE ENDS

Except as stated on the Continuance page(s), an INSURED MEMBER'S insurance will end on the earliest of:

- 1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER is no longer a member of the ASSOCIATION;
- 2. the INSURED MEMBER'S reaches AGE 80;
- 3. the last day of the Grace Period, stated below, that follows the end of the INSURANCE PERIOD for which the last premium has been paid for the INSURED MEMBER;

Grace Period – The INSURED MEMBER is entitled to a Grace Period of 31 days for the payment of each premium due except for the first. During the Grace Period, the INSURED MEMBER'S insurance continues in force. If the premium due is not paid before the end of the Grace Period, the INSURED MEMBER'S insurance automatically ends on the last day of such Grace Period.

- 4. the day the INSURED MEMBER begins ACTIVE DUTY IN THE ARMED FORCES, with the applicable premiums refunded pro rata;
- 5. the date the Principal Sum is paid for the INSURED MEMBER;
- 6. the later of: (a) the date stated in the INSURED MEMBER'S written request to end the insurance; or (b) the date New York Life receives the INSURED MEMBER'S written request to end the insurance; or
- 7. the day the Policy ends or is changed to end insurance for the group of insureds to which the INSURED MEMBER belongs.

G-31162-0 GMR-ENDS

DEFINITIONS

ACTIVE DUTY IN THE ARMED FORCES means full-time active duty in the military, naval or air service of any country, except that: Duty for training purposes of two months or less will not be considered ACTIVE DUTY IN THE ARMED FORCES.

AGE means the attained age on the first day of any INSURANCE PERIOD. References to Age in any heading means "AGE".

ASSOCIATION means the National Guard Association of the United States, Inc.

INSURANCE PERIOD means the span of time from a premium date through the day before the next premium date, during which insurance continues, if the premium for such span of time is paid.

DEFINITIONS

INSURED MEMBER means a person who became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy. References to INSURED MEMBER mean the Owner for the incidents of ownership. ("Owner" means the person who has the rights of ownership of the insurance.)

PREVIOUS POLICY means Group Policy Number 64665-2ASCPAI issued to the Policyholder by ReliaStar Life Insurance Company.

TRANSFER DATE means, for each INSURED MEMBER with TRANSFER INSURANCE: January 1, 2023.

TRANSFER INSURANCE means the member insurance in force on December 31, 2022, which is being transferred to the Policy on such TRANSFER DATE.

SCHEDULE

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Amount Of Non-Contributory Insurance Available For Insured Members

The Principal Sum

\$2,500

Table Of Benefits

Percentage of
Principal Sum
100%
100%
100%
100%
100%
50%
50%
50%
25%

Loss of sight, speech or hearing means total and permanent loss.

Loss of limb means severance through or above the wrist or ankle.

Loss of thumb and index finger means severance through or proximal to the metacarpophalangeal joints.

Loss of movement of limbs means total and permanent paralysis of such limbs.

<u>Maximum</u>

The maximum for each INSURED MEMBER while he or she is insured under the Policy is as follows:

No more than one benefit, the largest benefit, is payable for all losses to the same limb due to or related to any one accident

No more than the Principal Sum is payable for all losses due to or related to any accident, except as otherwise provided under the What Benefit Is Payable section on the AD&D Insurance page(s).

TRANSFER INSURANCE on each INSURED MEMBER will equal the amount of insurance in effect on the day before the TRANSFER DATE without regard to the minimum or maximum restrictions.