

# YOUR BENEFIT PLAN

FOR EMPLOYEES OF:





## Questions about Your Coverage

**In the event You have questions regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:**

The Hartford  
Group Benefits Division, Customer Service  
P.O. Box 2999  
Hartford, CT 06104-2999

**Or call Us at:** 1-800-523-2233

When calling, please give Us the following information:

- 1) the policy number; and
- 2) the name of the policyholder (employer or organization), as shown in Your Certificate of Insurance.

**Or You may contact Our Sales Office:**

Hartford Life and Accident Insurance Company  
Group Sales Department  
1125 Sanctuary Parkway  
Suite 450  
Alpharetta, GA 30004-4738  
TOLL FREE: 888-560-9632  
FAX: 770-475-1404

**If you have a complaint, and contacts between you and the insurer or an agent or other representative of the insurer have failed to produce a satisfactory solution to the problem, the following states require we provide you with additional contact information:**

<b>For Residents of:</b>	<b>Write</b>	<b>Telephone</b>
<b>Arkansas</b>	Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904	1(800) 852-5494
<b>California</b>	State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013	1(800) 927-HELP
<b>Illinois</b>	Illinois Department of Insurance Consumer Services Station Springfield, Illinois 62767	Consumer Assistance: 1(866) 445-5364 Officer of Consumer Health Insurance: 1(877) 527-9431
<b>Indiana</b>	Public Information/Market Conduct Indiana Department of Insurance 311 W. Washington St. Suite 300 Indianapolis, IN 46204-2787	Consumer Hotline: 1(800) 622-4461 1(317) 232-2395 (in the Indianapolis Area)
<b>Virginia</b>	Life and Health Division Bureau of Insurance P.O. Box 1157 Richmond, VA 23209	1(804) 371-9741 (inside Virginia) 1(800) 552-7945 (outside Virginia)
<b>Wisconsin</b>	Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873	1(800) 236-8517 (outside of Madison) 1(608) 266-0103 (in Madison) to request a complaint form.

**The following states require that We provide these notices to You about Your coverage:**

**For residents of:**

<b>Arizona</b>	This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read This certificate carefully.
<b>Florida</b>	The benefits of the policy providing you coverage are governed primarily by the law of a state other than Florida.
<b>Maryland</b>	The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all the benefits required by Maryland law.
<b>Montana</b>	The benefits of the policy providing your coverage are governed primarily by the law of a state other than Montana.

**Georgia**

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

**North Carolina**

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
- 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

**IMPORTANT TERMINATION  
INFORMATION**

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

**THIS CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THIS CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.**

**Texas**

**IMPORTANT NOTICE**

**AVISO IMPORTANTE**

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call The Hartford's toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de The Hartford para informacion o para someter una queja al:

1-800-523-2233

1-800-523-2233

You may also write to The Hartford at:  
P.O. Box 2999  
Hartford, CT 06104-2999

Usted tambien puede escribir a The Hartford:  
P.O. Box 2999  
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9410  
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or The Hartford first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9410  
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o The Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).



**CERTIFICATE OF INSURANCE  
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY  
Simsbury, Connecticut  
(A stock insurance company)**

**Policyholder: CITY OF JOHNSON CITY, TN**

**Policy Number: GL-677753**

**Policy Effective Date: July 1, 2009**

**Policy Anniversary Date: July 1, 2010**

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

Signed for the Company

**Richard G. Costello, Secretary**

**John C. Walters, President**

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*A note on capitalization in this Certificate:*

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

## TABLE OF CONTENTS

SCHEDULE OF INSURANCE.....	8
Cost of Coverage .....	8
Eligible Class(es) for Coverage.....	8
Eligibility Waiting Period for Coverage .....	8
Benefit Amounts.....	8
ELIGIBILITY AND ENROLLMENT .....	10
Eligible Persons .....	10
Eligibility for Coverage.....	10
Enrollment.....	10
Evidence of Insurability.....	10
PERIOD OF COVERAGE .....	11
Effective Date.....	11
Deferred Effective Date .....	11
Continuity From a Prior Policy .....	12
Dependent Effective Date.....	12
Dependent Deferred Effective Date .....	12
Dependent Continuity From a Prior Policy.....	13
Change in Coverage.....	13
Termination.....	14
Continuation Provisions.....	14
Waiver of Premium.....	15
BENEFITS.....	16
Life Insurance Benefit.....	17
Suicide Exclusion.....	17
Accelerated Benefit.....	17
Conversion Right.....	18
Portability .....	19
Accidental Death and Dismemberment Benefits .....	20
Definitions.....	20
Benefits .....	20
Exclusions .....	20
EXCLUSIONS .....	22
GENERAL PROVISIONS.....	22
DEFINITIONS.....	25
AMENDATORY RIDER.....	28

## SCHEDULE OF INSURANCE

### Cost of Coverage:

**Non-Contributory Coverage:** Basic Life Insurance

### Contributory Coverage:

Applicable to Class 1 & 2 only  
Supplemental Life Insurance  
Supplemental Dependent Life Insurance  
Supplemental Accidental Death and Dismemberment

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

Class 1: Department of Education Employees with less than 2 years of active service

Class 2: Department of Education Employees with 2 years or more of active service

Class 3: Members of the Board of Education

Full-time Employment: at least 30 hours weekly

**Annual Enrollment Period:** as determined by Your Employer on a yearly basis.

### Eligibility Waiting Period for Coverage:

None

### Life Insurance Benefit

#### Amount of Life Insurance

#### Basic Amount of Life Insurance

Class 1:

#### **Maximum Amount**

1 times Your annual Earnings, subject to a maximum of \$500,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

Class 2:

#### **Maximum Amount**

2 times Your annual Earnings, subject to a maximum of \$500,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

Class 3:

#### **Maximum Amount**

\$50,000

#### Supplemental Amount of Life Insurance

#### **Guaranteed Issue Amount**

The amount You elect in increments of \$10,000, subject to the lesser of \$200,000, or 7 times Your annual Earnings.

#### **Maximum Amount**

The amount You elect in increments of \$10,000, subject to the lesser of \$350,000, or 7 times Your annual Earnings.

However, in no event will Your Supplemental Amount of Life Insurance be less than \$10,000.

### Dependent Life Insurance Benefit

#### Supplemental Amount of Dependent Life Insurance



Spouse	<b>Maximum Amount</b> \$20,000
Dependent Children: Age 14 day(s) but under age 23 year(s)	\$10,000

The amount of Spouse Supplemental coverage may never exceed 100% of the Supplemental Amount of Life Insurance in force for the Employee.

**Accidental Death and Dismemberment Benefit**

**Supplemental Principal Sum**

**Guaranteed Issue Amount**

The amount You elect in increments of \$10,000, subject to the lesser of \$200,000, or 7 times Your annual Earnings.

**Maximum Amount**

The amount You elect in increments of \$10,000, subject to the lesser of \$350,000, or 7 times Your annual Earnings.

In no event, however, will Your Supplemental Principal Sum be less than \$10,000.

**Additional Accidental Death and Dismemberment Benefits:**

**Seat Belt and Air Bag Coverage**

Seat Belt Benefit Amount:  
Percentage of AD&D Principal Sum: 10%  
Maximum Amount: \$10,000  
Minimum Amount: \$1,000

Air Bag Benefit Amount:  
Percentage of AD&D Principal Sum: 5%  
Maximum Amount: \$5,000

**Repatriation Benefit**

Percentage of AD&D Principal Sum: 5%  
Maximum Amount: \$5,000

**Reduction in Amount of Life Insurance**

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

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

**Reduction in Coverage Due to Age**

We will reduce the Life Insurance Benefit and Principal Sum for You and Your Spouse by 35% on the date You attain age 65, and by 50% when You attain age 70. The reduction will apply to the Amount of Life Insurance and Principal Sum in force immediately prior to the first reduction made.

Reductions also apply if:

- 1) You or Your Spouse become covered under The Policy; or
  - 2) Your or Your Spouse's coverage increases;
- on or after the date You attain age 65.

The reduced amount of coverage will be rounded to the next higher multiple of \$500, if not already a multiple of \$500. An appropriate adjustment in premium will be made.

## ELIGIBILITY AND ENROLLMENT

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

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

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

You will become eligible for coverage on the latest of:

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

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

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for Employee coverage; or
- 2) the date You acquire Your first Dependent.

No person may be covered:

- 1) as a Dependent and an Employee; or
- 2) as a Dependent of more than one Employee;

under The Policy.

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

For Non-Contributory Coverage, Your Employer will automatically enroll You for coverage. However, You will be required to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us, for Your coverage and Your Dependent's coverage; and
- 2) deliver it to Your Employer.

If You do not enroll for Your coverage and/or Your Dependent's coverage within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may enroll for Your coverage and/or Your Dependent's coverage only:

- 1) during an Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any Enrollment may be subject to the Evidence of Insurability Requirements provision.

### **Evidence of Insurability Requirements:** *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Life Insurance greater than the Supplemental Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

**Dependent Evidence of Insurability Requirements:** *When will my Dependents first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, for initial coverage, if You:

- 1) enroll for Dependents' coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status; or
- 2) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

However, no Evidence of Insurability will be required if the Amount of Life Insurance for Your Dependent Child is \$15,000 or less.

If Your Dependents' Evidence of Insurability is not satisfactory to Us:

- 1) Your Dependents' Amount of Life Insurance will equal the amount for which Your Dependents were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) Your Dependents will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

**Evidence of Insurability:** *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physician's statement; and
- 4) any additional information We may require.

Evidence of Insurability will be furnished at Our expense except for Evidence of Insurability due to late enrollment. We will then determine if You or Your Dependents are insurable for initial coverage or an increase in coverage under The Policy, as described in the Increase in Amount of Life Insurance provision.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

**Change in Family Status:** *What constitutes a Change in Family Status?*

- 1) You get married;
- 2) You and Your spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

## PERIOD OF COVERAGE

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

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

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

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

If, on the date You are to become covered:

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

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

**Continuity from a Prior Policy:** *Is there Continuity of Coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date, You were not Actively at Work, and would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the lesser of the amount of life insurance and Accidental Death and Dismemberment Principal Sum:

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

reduced by any coverage amount:

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

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

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

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

**Dependent Effective Date:** *When does Dependent coverage start?*

Coverage will start on the later to occur of:

- 1) The date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
- 2) the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

Coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependents' Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured, with respect to the Basic Dependent Life Insurance and eligible, with respect to the Supplemental Dependent Life Insurance.

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

If, on the date Your Dependent, is to become covered:

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

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to disabled children who qualify under the definition of Dependent Children.

**Confined Elsewhere** means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

**Dependent Continuity from a Prior Policy:** *Is there Continuity of Coverage from a Prior Policy for my Dependents?*

If on the day before the Policy Effective Date, You were covered with respect to Your Dependents under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependents. However, the Dependent Amount of Insurance will be the lesser of the Amount of Life Insurance:

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

reduced by any coverage amount:

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

**Change in Coverage:** *When may I change my coverage or coverage for my Dependents?*

After Your initial enrollment You may increase or decrease coverage for You or Your Dependents, or add a new Dependent to Your existing Dependent coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

**Effective Date for Changes in Coverage:** *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met;
- 3) the date Evidence of Insurability is approved, if required; or
- 4) the first day of the month next following the last day of the Annual Enrollment Period, except for an increase as a result of a Change in Family Status.

**Increase in Amount of Life Insurance:** *If I request an increase in the Amount of Life Insurance for myself, must I provide Evidence of Insurability?*

If You or Your Dependents are:

- 1) already enrolled for an Amount of Supplemental Life Insurance under The Policy, then You and Your Dependents must provide Evidence of Insurability for an increase of more than one level; or
- 2) not already enrolled:
  - a) for Basic Life Insurance under The Policy, You must provide Evidence of Insurability for any amount of Basic Life Insurance; or
  - b) for Supplemental Life Insurance under The Policy, You and Your Dependents must provide Evidence of Insurability for any amount of Supplemental Life Insurance; including an initial amount.

In any event, if the Amount of Life Insurance You request is greater than the Guaranteed Issue Amount, You or Your Dependents, as applicable, must provide Evidence of Insurability.

If Your Evidence of Insurability is not satisfactory to Us, the Amount of Life Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

**Increase in Amount of Life Insurance:** *If my Amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your Amount of Life Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your Amount of Life Insurance is greater than the Guaranteed Issue Amount.

Once approved, We will not require Evidence of Insurability again if Your Amount of Life Insurance increases solely because Your Earnings increased.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your Amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

**Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 3) the date the premium payment is due but not paid;
- 4) the date Your Employer terminates Your employment; or
- 5) the date You are no longer Actively at Work;

unless continued in accordance with any of the Continuation Provisions.

**Dependent Termination:** *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage; or
- 5) the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the continuation provisions.

**Continuation Provisions:** *Can my coverage and coverage for my Dependents be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage and coverage for Your Dependents remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Life coverage) may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage (including Dependent Life coverage) may be continued for up to 12 week(s). If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Lay-off: If You are temporarily laid off by the Employer due to lack of work, Your coverage (including Dependent Life coverage) may be continued until the last day of the month following the month in which the lay-off commenced. If the lay-off becomes permanent, this continuation will cease immediately.

Sickness or Injury: If You are not Actively at Work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued:

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

Family Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage(s) (including Dependent Life coverage) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law,

following the date Your leave commenced. If the leave of absence terminates prior to the agreed upon date, this continuation will cease immediately.

**Continuation for Dependent Child(ren) with Disabilities:** *Will coverage for Dependent Children with disabilities be continued?*

If Your Dependent Child(ren) reach the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 23 or older; and
- 2) disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child(ren) coverage will not terminate solely due to age. However:

- 1) You must submit proof satisfactory to Us of such Dependent Child(ren)'s disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child(ren) must have become disabled before attaining age 23.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the Amount of Life Insurance for such Dependent Children will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

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

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

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

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

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

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Dependent Life Insurance.

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

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

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

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

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

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

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 6 consecutive month(s), starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

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

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

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 6 month(s) You are Disabled. We have the right to:

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

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

However, if We deny Your application for Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right;

for You and Your Dependents.

If You cease to be Disabled and return to work for a total of 5 days or less during the first 6 month(s) that You are Disabled, the 6 month(s) waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 6 month(s) period. If You return to work for more than 5 days, You must satisfy a new waiting period.

**Benefit Payable before Approval of Waiver of Premium:** *What if I die or my Dependent dies before I qualify for Waiver of Premium?*

If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for the deceased person provided:

- 1) You were continuously Disabled;
- 2) the Disability lasted or would have lasted 6 month(s) or more; and
- 3) premiums had been paid for coverage.

**Waiver Ceases:** *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 60.

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependents are no longer in an Eligible Class, or Dependent coverage is no longer offered; or
- 5) Your Dependent no longer meets the definition of Dependent.

*What happens when Waiver of Premium ceases?*

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependents as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependents if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

**Effect of Policy Termination:** *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium:

- 1) Your Dependent coverage will terminate; and
- 2) Your coverage under the terms of this provision will not be affected.

## BENEFITS



**Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You or Your Dependents die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

**Suicide:** *What benefit is payable if death is a result of suicide?*

If You or Your Dependent commit suicide while sane or insane, We will not pay any Supplemental Amount of Life Insurance or Supplemental Amount of Dependent Life Insurance for the deceased person which was elected within the 2 year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings.

This 2 year period includes the time group life insurance coverage was in force under the Prior Policy.

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

In the event that You or Your Dependent are diagnosed as Terminally Ill while the Terminally Ill person is:

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

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

You must request in writing that a portion of the Terminally Ill person's Amount of Life Insurance be paid as an Accelerated Benefit.

The Amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit.

You may request a minimum Accelerated Benefit amount of \$3,000, and a maximum of \$500,000. However, in no event will the Accelerated Benefit Amount exceed 80% of the Terminally Ill person's Amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$20,000 and are Terminally Ill, You can request any portion of the Amount of Life Insurance Benefits from \$3,000 to \$16,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$13,000 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an Assignment of rights and interest with respect to Your or Your Dependent's Amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

**Terminal Illness or Terminally Ill** means a life expectancy of 12 months or less.

**Proof of Terminal Illness and Examinations:** *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependents do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependents refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

**No Longer Terminally Ill:** *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*

If You or Your Dependents are diagnosed by a Physician as no longer Terminally Ill and:

- 1) return to an Eligible Class, coverage will remain in force, provided premium is paid;

- 2) do not return to an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
  - 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.
- In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

**Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependents may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

- 1) the Accidental Death and Dismemberment Benefits; or
- 2) any Amount of Life Insurance for which You or Your Dependents were not eligible and covered; under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) Coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for 5 years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$2,000; or
- 2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

**Conversion:** *How do I convert my coverage or coverage for my Dependents?*

To convert Your coverage or coverage for Your Dependents, You must:

- 1) complete a Notice of Conversion Right form; and
- 2) have your Employer sign the form.

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date You are given notice of Conversion Right;

whichever is later. However, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates. Written notice of Conversion Right will be presented to the individual or mailed by the Employer or Us to the last known address.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You or Your Dependents under the Conversion Right:

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

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

The Conversion Policy will:

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

The Conversion Policy will not provide:

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

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

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

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

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

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

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

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

Portability is a provision which allows You and Your Dependents to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Supplemental Life Insurance only.

**Qualifying Events:** *What are Qualifying Events?*

Qualifying Events for You are:

- 1) Your employment terminates for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends.

Qualifying Events for Your Dependents are:

- 1) Your employment terminates, for any reason prior to Normal Retirement Age; or
- 2) Your death;
- 3) Your membership in a class eligible for Dependent coverage ends;
- 4) He or she no longer meets the definition of Dependent. However a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

**Electing Portability:** *How do I elect Portability?*

You may elect Portability for Your coverage after Your Supplemental coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

To elect Portability for You or Your Dependents, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent's coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

**Limitations:** *What limitations apply to this benefit?*

You may elect to continue 50%, 75%, or 100% of the Amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the Amount of Life Insurance that may be continued will not exceed:

- 1) \$250,000 for You;
- 2) \$50,000 for Your Spouse ; or
- 3) \$10,000 for Your Dependent Child(ren).

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Spouse be able to continue an Amount of Life Insurance which is less than \$5,000.

Portability is not available for any Amount of Life Insurance for which You or Your Dependents were not eligible and covered.

In addition Portability is not available if You or Your Dependents are entering active military service.

**Effect of Portability on other Provisions:** *How does Portability affect other Provisions?*

Portability is not available for any Amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium Provision; or
- 3) Continuation provisions;

under The Policy. However, If:

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

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

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

**Accidental Death and Dismemberment Benefit:** *When is the Accidental Death and Dismemberment Benefit payable?*

If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss, in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

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

**Loss** means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

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

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

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

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

This Benefit will be paid:

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

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

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

The Air Bag Benefit is the lesser of:

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

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

**Accident**, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

**Seat Belt** means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
- 2) a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

The Seat Belt and Air Bag Benefit will not be payable if You are operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated; or
- 2) taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician.

**Intoxicated** means:

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

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

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

**Repatriation Benefit:** *When is the Repatriation Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence.

This Benefit will be paid:

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

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
  - a) preparation of the body for burial or cremation; and
  - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

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

## EXCLUSIONS

**Exclusions:** (applicable to all benefits except the Life Insurance, Accelerated Benefit): *What losses are not covered?*

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

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 6) Injury sustained while committing or attempting to commit a felony; or
- 7) Injury sustained while Intoxicated.

**Intoxicated** means:

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

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

## GENERAL PROVISIONS

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

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

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

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

**Claim Forms:** *Are special forms required to file a claim?*

We will send forms to the claimant to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

**Proof of Loss:** *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Enrollment form;
- 4) Your Beneficiary Designation (if applicable);

- 5) documentation of:
    - a) the date Your Disability began;
    - b) the cause of Your Disability; and
    - c) the prognosis of Your Disability;
  - 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
  - 7) the names and addresses of all:
    - a) Physicians or other qualified medical professionals You have consulted;
    - b) hospitals or other medical facilities in which You have been treated; and
    - c) pharmacies which have filled Your prescriptions within the past three years;
  - 8) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
  - 9) Any additional information required by Us to adjudicate the claim.
- All proof submitted must be satisfactory to Us.

**Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss:

- 1) with respect to the Life Insurance Benefits, should be sent within 90 day(s); and
  - 2) with respect to the Accidental Death and Dismemberment Benefits, must be sent within 90 day(s);
- after the loss. All Proof of Loss should be sent to Us. However, all claims should be submitted to Us within 90 day(s) of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

**Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

**Claim Payment:** *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision, but not more than 30 day(s) after such Proof of Loss is received.

**Claims to be Paid:** *To whom will benefits for my claim be paid?*

Life Insurance Benefits and benefits for loss of life under the Accidental Death and Dismemberment Benefits will be paid in accordance with the life insurance Beneficiary Designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate; or
- 2) all to Your surviving Spouse; or
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

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

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

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

We will pay the Life Insurance Benefit at Your Dependents' death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

If benefits are payable and meet Our guidelines, then We may pay benefits into a draft book account (checking account) which will be owned by:

- 1) You, if living; or
- 2) Your beneficiary, in the event of Your death.

The account owner may elect a lump sum payment by writing a check for the full amount in the account. However, an account will not be established for a benefit payable to Your estate.

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

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

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

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

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

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

In no event may a beneficiary be changed by a Power of Attorney.

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

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

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

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

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

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

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

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

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

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

Except for non-payment of premiums, Your or Your Dependent's Life Insurance Benefit cannot be contested after two years from its effective date. This provision does not apply to the Accidental Death and Dismemberment benefit(s).

In the absence of Fraud, no statement made by You relating to Your insurability will be used to contest Your insurance for which the statement was made after Your insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You.

No statement made relating to Your Dependents being insurable will be used to contest their insurance for which the statement was made after their insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You or Your representative.



**Assignment:** *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign Your rights and interest under The Policy including, but not limited to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

**Legal Actions:** *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is furnished; or
- 2) more than 5 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

**Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Insurance Fraud:** *How does the Company deal with fraud?*

Insurance fraud occurs when You, Your Dependents and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependents and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependents and/or Your Employer perpetrate insurance fraud.

**Misstatements:** *What happens if facts are misstated?*

If material facts about You or Your Dependents were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

## DEFINITIONS

**Active Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

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

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

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

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

**Contributory Coverage** means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

**Dependent Child(ren)** means:

- 1) Your unmarried children, stepchildren, legally adopted children; or

- 2) any other children related to You by blood or marriage who:
    - a) live with You in a regular parent-child relationship; and/or
    - b) You claimed as a dependent on Your last filed federal income tax return;
- provided such children are primarily dependent upon You for financial support and maintenance and are:

- 1) at least 14 day(s) old but under age 23;
- 2) age 23 or older and disabled. Such children must have become disabled before attaining age 23. You must submit proof, satisfactory to Us, of such children's disability.

**Dependents** means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories and protectorates. Any person who is in full-time military service cannot be a dependent.

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

**Employer** means the Policyholder.

**Guaranteed Issue Amount** means the Amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

**Injury** means bodily injury resulting:
 

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

 which occurs while You are covered under The Policy.

Loss resulting from:
 

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

 is not considered as resulting from Injury.

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

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

 not being used as a Common Carrier.

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

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

**Normal Retirement Age** means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

<b>Year of Birth</b>	<b>Normal Retirement Age</b>	<b>Year of Birth</b>	<b>Normal Retirement Age</b>
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

**Physician** means a person who is:
 

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

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

**Related** means Your Spouse, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Spouse** means Your spouse who is not legally separated or divorced from You.

**The Policy** means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

**We, Us or Our** means the insurance company named on the face page of The Policy.

**You or Your** means the person to whom this certificate is issued.



## AMENDATORY RIDER

This rider is attached to all certificates given in connection with The Policy and is effective on The Policy Effective Date.

This rider is intended to amend Your certificate, as indicated below, to comply with the laws of Your state of residence. Only those references to benefits, provisions or terms actually included in Your certificate will affect Your coverage. In addition, any reference made herein to Dependent coverage will only apply if Dependent coverage is provided in Your certificate.

For California residents:

- 1) The following is added to the definition of **Spouse**:  
Spouse will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) The following is added to the definition of **Dependent Child(ren)**:  
Dependent Child(ren) will also include child(ren) of Your California registered domestic partner.

For Colorado residents, the **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

For Connecticut residents:

- 1) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
- 2) The following is added to the definition of **Spouse**:  
Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

For Louisiana residents:

- 1) The definition of **Dependent Child(ren)** is replaced by the following:  
**Dependent Child(ren)** means:
  - 1) Your unmarried children, stepchildren, legally adopted children;
  - 2) unmarried child who is placed in your home pursuant to an adoption placement agreement; executed with a licensed adoption agency (from the date of placement in your home);
  - 3) an unmarried child who is placed in your home following execution of an act of voluntary surrender (as of the date on which the act of voluntary surrender becomes irrevocable);
  - 4) Your unmarried grandchildren who are in Your legal custody and live with You; or
  - 5) any other children related to You by blood or marriage who live with You in a regular parent-child relationship;provided such children are primarily dependent upon You for financial support and maintenance and are:
  - 1) from live birth to age 21 years;
  - 2) age 21, but under age 24, and in full-time attendance at an accredited institution of learning. If a student is attending a Louisiana vocational, technical, vocational-technical, or trade school or institute on a full-time basis, as defined by the institution, then we will consider the student to have satisfied the requirements of full-time attendance for The Policy;
  - 3) Coverage will be continued for a child up to age 24 who is deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder; or
  - 4) age 21 or older and disabled. Such children must have become disabled before attaining age 21. You must submit proof, satisfactory to Us, of such children's disability.
- 2) The definition of **Dependent** is replaced by the following:  
**Dependent** means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories and protectorates. Any person who is in full-time military service cannot be a dependent, unless that person is subsequently called to military service and any required premium is paid.
- 3) Any and all references to Domestic Partners are hereby deleted.

- 4) The age limit stated in the **Continuation for Dependent Children with Disabilities** provision is increased to 21, if less than 21.
- 5) The following provision is added to the **Period of Coverage** provisions:
 

**Reinstatement after Military Service:** If:

  - 1) Your coverage terminates because You enter active military service; and
  - 2) You are rehired within 12 months of the date Your coverage terminated/within 12 months of the date You return from active military service;

then coverage for You and Your previously covered Dependent Spouse/Dependents may be reinstated, provided You request such reinstatement within 31 days of the date You return to work. The reinstated coverage will:

  - 1) be the same coverage amounts in force on the date coverage terminated; and
  - 2) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
  - 3) be subject to all the terms and provisions of The Policy.
- 6) The last paragraph of the **Claims to be Paid** provision is replaced by the following:  
In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your funeral or other expenses incident to Your last illness or death. Payment to any person, as shown above, will release Us from liability for the amount paid.
- 7) The exclusion for the **Seatbelt and Air Bag** benefit is replaced by the following:  
The Seat Belt and Air Bag Benefit will not be payable if the injured person is operating the Motor Vehicle at the time of Injury while:
  - 1) Intoxicated; or
  - 2) under the influence of narcotics, unless administered on the advice of a physician.
- 8) The drug exclusion in the Accidental Death and Dismemberment Exclusions is replaced by the following:  
Injury sustained while under the influence of narcotics, unless administered on the advice of a Physician;

For Maryland residents:

- 1) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
- 2) The following is added to the definition of **Spouse**:  
Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

For Minnesota residents:

- 1) The term "granted military leave of absence" in the Military Leave of Absence portion of the **Continuation Provisions** section, is amended to "documented military leave of absence."
- 2) The following applies to You if there are more than 25 residents of Minnesota who are covered under The Policy and those 25 residents constitute 25% or more of the total number of people covered under The Policy: The provision titled "**Lay Off**" is deleted from the Continuation Provisions and is replaced by the following:  
**Lay Off:** If You are voluntarily or involuntarily terminated or Laid Off, You may elect to continue Your coverage by making monthly premium payments to the Employer for the cost of continued coverage. You must elect this continued coverage within 60 days from:
  - 1) the date Your coverage would otherwise terminate; or
  - 2) the date You receive a written notice of Your right to continue coverage;

whichever is later. The amount of premium charged may not exceed 102% of the premium paid, either by You or the Employer, for life insurance coverage for an Active Employee. The Employer will inform You of:

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

Upon request, the Employer will provide You Our written verification of the cost of coverage. Coverage will continue until the first to occur of:

  - 1) the date You are covered under another group policy; or
  - 2) the last day of the 18th month following the date of termination or layoff.

At the end of such 18 month period, You may exercise the Conversion Right if You do so within the time limits described in such provision. However, in lieu of conversion coverage You may accept a policy providing reduced benefits at a reduced premium rate. Minnesota law requires that if Your coverage ends because the Employer fails:

  - 1) to notify You of Your right to continue coverage; or
  - 2) to pay the premium after timely receipt;

the Employer will be liable for benefit payments to the extent We would have been liable had You still been covered. Laid Off means that there is a reduction in the number of hours You work for the Employer so that You are no longer eligible for coverage. The term termination does not include discharge for gross misconduct but does include retirement.

- 3) the 7<sup>th</sup> paragraph of the **Accelerated Benefit** provision is deleted.
- 4) the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> paragraphs of the **Conversion Right** provision are deleted.
- 5) The first sentence of the 5<sup>th</sup> paragraph of the **Claims to be Paid** provision is amended as follows:  
If benefits are payable and are greater than \$15,000, then You or Your beneficiary may request that We pay benefits into a draft book account (checking account) which will be owned by:
  - 1) You, if living; or
  - 2) Your beneficiary, in the event of Your death.

For Missouri residents:

- 1) The time periods stated in the **Conditions for Qualification** and the **Benefit Payable before Approval of Waiver of Premium** provisions are changed to 180 days, if greater than 180 days.
- 2) The following language is added to the **When Premiums are Waived** provision:  
If Waiver of Premium is approved, it will be retroactive to the date the disability began. Premiums will be waived retrospectively once You have completed the 180 day waiting period.
- 3) The **Suicide** provision is replaced by the following:  
**Suicide:** *What benefit is payable if death is a result of suicide?*  
If You or Your Dependent commit suicide, whether sane or insane, We will not pay any Supplemental Amount of Life Insurance or Supplemental Amount of Dependent Life Insurance for the deceased person which was elected within the 1 year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings. If You or Your Dependent die as a result of suicide, whether sane or insane, within 1 year of the Policy effective date, all premiums paid for coverage will be refunded.

This 1 year period includes the time group life insurance coverage was in force under the Prior Policy.

For Montana residents:

- 1) The time period stated in the **Conversion Right** provision is changed to 3 years, if greater than 3 years.
- 2) The dollar amount stated in the **Conversion Right** provision is changed to \$10,000, if less than \$10,000.
- 3) The 2<sup>nd</sup> paragraph of the **Conversion Policy Provisions** is deleted.
- 4) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$500, if not \$500.
- 5) The following provision is added to the **Claims to be Paid** provision.  
**Payable Interest:** *Is interest payable on death claims?*  
Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the claim is paid more than 30 days after the date due proof is received, the amount payable will include interest. Interest will be paid at the discount rate, on 90-day commercial paper, in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof is received.

For New Hampshire residents:

- 1) The **Waiver of Premium and Disability Extension** provision or the **Disability Extension** provision is deleted
- 2) The following is added to the end of the first paragraph of the **Conversion** provision:  
The Notice of Conversion Right form will be mailed to You within 15 days after the Policy ceases. If notice is given more than 15 days after the Policy ceases, the time You have to convert will be extended for 15 days from the date notice was given.
- 3) The last sentence of the second paragraph of the **Conversion** provision is replaced by the following:  
However, unless you did not have notice, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.
- 4) Item #3 in the second paragraph of the Sending Proof of Loss provision is deleted.
- 5) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$250, if not \$250.
- 6) The following is added to the Period of Coverage if Spouse Accidental Death and Dismemberment is included in the contract:  
**Spouse Continuation:** *Can coverage be continued for a divorced Spouse?*  
If You are legally separated or divorced from Your Spouse, coverage for Your former Spouse may continue under The Policy until the earliest of:
  - 1) the last day of the third year following the anniversary of a final divorce or legal separation;

- 2) the date You remarry;
- 3) the date Your former Spouse remarries;
- 4) a date specified in the final divorce decree;
- 5) the date Your former Spouse fails to pay any premiums that may be due; or
- 6) the date You die.

For North Dakota residents, the **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

For Oregon residents:

- 1) The following is added to the definition of **Spouse**:  
Spouse will also include an individual who is in a registered domestic partnership with You in accordance with Oregon law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) The following is added to the definition of **Dependent Child(ren)**:  
Dependent Child(ren) will also include child(ren) of Your Oregon registered domestic partner.

For South Carolina residents:

- 1) The following is added to the **Physical Examinations and Autopsy** provision: "Such autopsy must take place in the state of South Carolina."
- 2) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$2,000, if not \$2,000.

For South Dakota residents:

- 1) The **suicide, felony, speed or endurance contest** exclusions are replaced by the following:  
suicide, whether sane or insane, within two years of the individual's coverage under the policy;  
Injury caused directly or indirectly by riding or driving on land, air, or water if participating in a speed or endurance contest;  
Injury sustained while committing a felony.
- 2) The **self-inflicted Injury, drug, Intoxicated and Driving while Intoxicated** exclusions are deleted.
- 3) The definition of "**Intoxicated**" is deleted from the Exclusion section.
- 4) The exclusions set forth in the **Seat Belt and Air Bag** benefit are deleted.
- 5) The definition of **Felonious Assault** set forth in the Felonious Assault Benefit is replaced by the following:  
**Felonious Assault** means a violent or criminal act directed at You or Your Dependents during the course of a robbery, kidnapping or criminal assault, which constitutes a felony under the law.

For Utah residents:

- 1) The time period stated in the **Suicide** provision is changed to 2 years if not already 2 years.
- 2) Item 1 of the first paragraph in the **Conversion Policy Provisions** is replaced by the following:
  - 1) be issued on one of the Life Insurance policy forms the Insurer is customarily issuing at the age and for the amount applied for at the time of conversion except for term insurance; and
- 3) The following sentence is added to the **Effect of Waiver of Premium on Conversion** provision, if not already added:  
The Insurer will refund the premium paid for such Conversion Policy.
- 4) The time period stated in the **Claim Forms** provision is changed to 15 days if not already 15 days.
- 5) Item 3 of the second paragraph of the **Sending Proof of Loss** provision is deleted.
- 6) The time period stated in the **Claim Payment** provision is changed to 15 days if not already 15 days.
- 7) The provision titled **Policy Interpretation** is deleted in its entirety.
- 8) The words "In the absence of fraud" are deleted from the **Incontestability** provision.
- 9) The following provision is added to the Continuation provisions:  
**Disability:** If You are not Actively at Work due a Disability, all of Your coverage (including Dependent Life coverage) may be continued beyond a date shown in the Termination provision. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Coverage will continue until the earliest of:
  - 1) six months from the date of Disability;
  - 2) approval by Us of continuation of the coverage under any disability provision The Policy may contain;
  - 3) the date premium payment is due but not paid;
  - 4) The Policy terminates; or
  - 5) if the Policyholder is a trust, Your Employer ceases to be a Participating Employer.

In no event will the amount of insurance increase while coverage is continued in accordance with this provision. The Continuation Provisions shown above may not be applied consecutively. If such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed twelve consecutive months.

For Vermont residents:

The following Endorsement applies:

**Purpose:** This endorsement is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must have been established in the state of Vermont according to Vermont law.

**General Definitions, Terms, Conditions and Provisions:** The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

- 1) Terms that mean or refer to a marital relationship or that may be construed to mean or refer to a marital relationship: such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a civil union.
- 2) Terms that mean or refer to a family relationship arising from a marriage such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include the family relationship created by a civil union.
- 3) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union.
- 4) "Dependent" means a spouse, a party to a civil union, and/or a child or children (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

**Cautionary Disclosure: THIS RIDER IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE "PURPOSE" PARAGRAPH OF THE RIDER. THE FEDERAL GOVERNMENT OR ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS RIDER. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMINE YOUR RIGHTS UNDER THIS CONTRACT.**

For Virginia residents, any and all references to Domestic Partners are hereby deleted.

For Washington residents:

- 1) The **Suicide** provision is deleted in its entirety.
- 2) The following is added to the **No Longer Terminally Ill** provision:

**Dispute about Diagnosis:** If You attending physician, and a physician appointed by Us, disagree on whether You are Terminally Ill, Our physician's opinion will not be binding upon You. The two parties shall attempt to resolve the matter promptly and amicably. In case the disagreement is not resolved, You have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either. Any such arbitration shall be conducted in accordance with the laws of the State of Washington. As part of the final decision, the arbitrator or mediator shall award the costs of the arbitrator to one party or the other, or may divide the costs equally or otherwise.
- 3) The **Labor Dispute** continuation provision is replaced with the following:

**Labor Dispute:** If You are not Actively at Work as the result of a labor dispute, all of Your coverages (including Dependent Life coverage) may be continued during such dispute until the last day of the month in which the coverage terminated, but in no event for a period exceeding six months. If the labor dispute ends, this continuation will cease immediately.
- 4) The provision titled **Policy Interpretation** is deleted in its entirety.
- 5) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
- 6) The following is added to the definition of **Spouse**:

Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

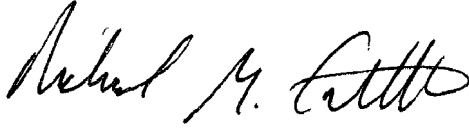
For Wisconsin residents:



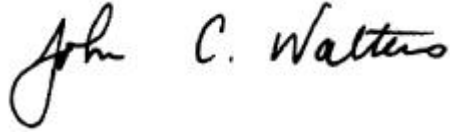
- 1) The dollar amount stated in the **Conversion Right** provision is changed to \$5,000, if not \$5,000.
- 2) The dollar amounts stated in the second paragraph and the last paragraph of the **Claims to be Paid** provision are changed to \$1,000, if not \$1,000.

In all other respects, the Policy and certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.



**Richard G. Costello, Secretary**



**John C. Walters, President**

## Questions about Your Coverage

**In the event You have questions regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:**

The Hartford  
Group Benefits Division, Customer Service  
P.O. Box 2999  
Hartford, CT 06104-2999

**Or call Us at:** 1-800-523-2233

When calling, please give Us the following information:

- 1) the policy number; and
- 2) the name of the policyholder (employer or organization), as shown in Your Certificate of Insurance.

**Or You may contact Our Sales Office:**

Hartford Life and Accident Insurance Company  
Group Sales Department  
1125 Sanctuary Parkway  
Suite 450  
Alpharetta, GA 30004-4738  
TOLL FREE: 888-560-9632  
FAX: 770-475-1404

**If you have a complaint, and contacts between you and the insurer or an agent or other representative of the insurer have failed to produce a satisfactory solution to the problem, the following states require we provide you with additional contact information:**

<b>For Residents of:</b>	<b>Write</b>	<b>Telephone</b>
<b>Arkansas</b>	Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904	1(800) 852-5494
<b>California</b>	State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013	1(800) 927-HELP
<b>Illinois</b>	Illinois Department of Insurance Consumer Services Station Springfield, Illinois 62767	Consumer Assistance: 1(866) 445-5364 Officer of Consumer Health Insurance: 1(877) 527-9431
<b>Indiana</b>	Public Information/Market Conduct Indiana Department of Insurance 311 W. Washington St. Suite 300 Indianapolis, IN 46204-2787	Consumer Hotline: 1(800) 622-4461 1(317) 232-2395 (in the Indianapolis Area)
<b>Virginia</b>	Life and Health Division Bureau of Insurance P.O. Box 1157 Richmond, VA 23209	1(804) 371-9741 (inside Virginia) 1(800) 552-7945 (outside Virginia)
<b>Wisconsin</b>	Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873	1(800) 236-8517 (outside of Madison) 1(608) 266-0103 (in Madison) to request a complaint form.

**The following states require that We provide these notices to You about Your coverage:**

**For residents of:**

- Arizona** This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read This certificate carefully.
- Florida** The benefits of the policy providing you coverage are governed primarily by the law of a state other than Florida.
- Maryland** The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all the benefits required by Maryland law.
- Montana** The benefits of the policy providing your coverage are governed primarily by the law of a state other than Montana.

**Georgia**

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

**North Carolina**

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
- 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

**IMPORTANT TERMINATION  
INFORMATION**

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

**THIS CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THIS CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.**

**IMPORTANT NOTICE**

**Texas**

**AVISO IMPORTANTE**

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call The Hartford's toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de The Hartford para informacion o para someter una queja al:

1-800-523-2233

1-800-523-2233

You may also write to The Hartford at:  
P.O. Box 2999  
Hartford, CT 06104-2999

Usted tambien puede escribir a The Hartford:  
P.O. Box 2999  
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

You may write the Texas Department of Insurance at:  
P.O. Box 149104  
Austin, TX 78714-9410  
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or The Hartford first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:  
P.O. Box 149104  
Austin, TX 78714-9410  
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o The Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).



## CERTIFICATE OF INSURANCE

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
**Simsbury, Connecticut**  
**(A stock insurance company)**

**Policyholder: City of Johnson City, TN**  
**Policy Number: ADD-S07251**  
**Policy Effective Date: July 1, 2009**  
**Policy Anniversary Date: July 1, 2010**

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

Signed for the Company

**Richard G. Costello, Secretary**

**John C. Walters, President**

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*A note on capitalization in this Certificate:*

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

**Table of Contents**

Schedule of Insurance  
Period of Coverage  
Benefits  
Exclusions  
General Provisions  
Definitions  
Amendatory Rider

## SCHEDULE OF INSURANCE

### Cost of Coverage:

#### Non-Contributory

#### Coverage:

Basic Accidental Death and Dismemberment Insurance

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

Full-time Employees: at least 30 hours weekly.

- Class 1 All Full-time Active Department of Education Employees with less than 2 years of active service
- Class 2 All Full-time Active Department of Education Employees with 2 years or more of active service
- Class 3 All Full-time Active Members of the Board of Education

### Eligibility Waiting Period for Coverage:

None

### Accidental Death and Dismemberment Benefit (AD&D)

#### Basic AD&D Principal Sum

Class 1:

**Principal Sum Amount:** 1 times Earnings, subject to a Maximum Amount of \$500,000

Class 2:

**Principal Sum Amount:** 2 times Earnings, subject to a Maximum Amount of \$500,000

**Principal Sum Amount:**

Class 3: \$50,000

#### **Principal Sum**

The Principal Sum applicable to You is the amount for which:

- a) You are eligible to request as determined below;
- b) You have given us a Written Request; and
- c) the required premium is paid.

**Accidental Death and Dismemberment Reduction on and after Age 65:** We will reduce Your Principal Sum by 35% on the Date You attain age 65 and by an additional 50% on the Date You attain age 70.

### Additional Benefits

#### **Seat Belt and Air Bag Coverage:**

Seat Belt Benefit Amount: 10% of Principal Sum to a maximum amount of \$10,000

Air Bag Benefit Amount: 5% of Principal Sum to a maximum amount of \$5,000

#### **Repatriation Benefit:**

Maximum Amount: \$5,000

Repatriation Benefit Percentage: 5%

#### **Child Education Benefit:**

Maximum Amount: \$2,500  
Percentage of Principal Sum: 2.5%

**Day Care Benefit:**

Maximum Amount: \$2,500  
Day Care Benefit Percentage: 2.5%

**Rehabilitation Benefit:**

Maximum Amount: \$2,500  
Rehabilitation Benefit Percentage: 2.5%

**Spouse Education Benefit:**

Maximum Amount: \$2,500  
Percentage of Principal Sum: 2.5%

**Adaptive Home and Vehicle Benefit:**

Maximum Amount: \$2,500  
Adaptive Home and Vehicle Benefit Percentage: 2.5%

**Waiver of Premium**

**Conversion Right**

Conversion Limit: \$250,000

## ELIGIBILITY AND ENROLLMENT

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

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

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

You will become eligible for coverage on the latest of:

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

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

Your Employer will automatically enroll You for the Amount of Basic Accidental Death and Dismemberment Insurance. However, You will be required to complete a beneficiary designation form.

## PERIOD OF COVERAGE

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

Coverage will start on the date You become eligible.

**Continuity from a Prior Policy:** *Is there Continuity of Coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if on the day before the Effective Date, You were insured under the Prior Policy, but on the Effective Date, You were not Actively at Work, but would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the amount of accidental death and dismemberment principal sum:

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

reduced by any coverage amount:

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

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

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

- 1) the last day of a period of 12 consecutive months after the Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

**Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or the Policy no longer covers Your class;
- 3) the date the required premium is due but not paid;
- 4) the date Your Employer terminates Your employment;
- 5) the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

**Continuation Provisions:** *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 12 week(s). If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Lay-off: If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued until the last day of the month following the month in which the lay-off commenced. If the lay-off becomes permanent, this continuation will cease immediately.

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

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

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

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

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

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

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



Disabled means You are wholly and continuously prevented from performing any work or occupation for wage or profit, for which You are reasonably qualified or trained, as a result of injury or sickness.

If You are in an occupation that requires You to maintain a license, Your failure to pass a physical examination required to maintain that license does not alone mean that You are disabled.

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

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 6 consecutive month(s), starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of the date You became Disabled.

**Refund of Premium:** *Will premiums be refunded if I am Disabled?*

When You are approved for Waiver of Premium, We will refund to You, or to Your estate if You have died, any premiums paid during the period You have been continuously Disabled.

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

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 6 month(s) You are Disabled. We have the right to:

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

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

However, if We deny Your application for Waiver of Premium, You may be eligible to convert coverage in accordance with the Conversion Right.

If You cease to be Disabled and return to work for a total of 5 days or less during the first 6 month(s) that You are Disabled, the 6 month(s) waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 6 month(s) period. If You return to work for more than 5 days, You must satisfy a new waiting period.

**Waiver Ceases:** *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 60.

*What happens when Waiver of Premium ceases?*

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You and Your Dependent may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Accidental Death and Dismemberment Insurance that may be converted will be subject to the terms and conditions of the Conversion Right.

**Effect of Policy Termination:** *What happens to the Waiver of Premium if Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium Your coverage under the terms of this provision will not be affected.

**Exercise of Conversion Right:** *What happens to the Waiver of Premium Provision if I convert my coverage?*

If You exercise Your right under the Conversion Right, this Waiver of Premium provision will automatically terminate. However, You may still be eligible for this Waiver of Premium provision, if, within 12 months of conversion of Your coverage to an individual policy:

- 1) You fulfill all the conditions of the Waiver of Premium provision; and
- 2) You surrender the individual policy and all benefits and payments under the individual policy except for any refund of premiums.

**Conversion Right:** *If my coverage under The Policy ends, do I have a right to conversion?*

If You cease to be covered under The Policy because You cease to be eligible for coverage and:

- 1) The Policy has not terminated; and
- 2) You have paid any required premium;

You have a Conversion Right as provided below.

The Conversion Right allows You to request coverage under a conversion policy from the Insurer, without giving medical evidence of insurability, to cover Yourself but not Your Dependents.

**Insurer**, as used for this Conversion Right, means Us or another insurance company which has agreed with Us to issue converted policies according to this conversion right.

You must:

- 1) give the Insurer a written request for the converted policy; and
- 2) pay the Insurer the initial premium;

within 31 days after You cease to be covered under The Policy.

The Conversion Right will provide a converted policy that:

- 1) will have the provisions, limitations and exclusions on the form the Insurer is issuing for this purpose at conversion;
- 2) will provide coverage on a twenty four hour a day basis;
- 3) will provide benefits for Accidental Death and Dismemberment alone;
- 4) will take effect on the date You cease to be covered under The Policy;
- 5) may exclude any condition excluded by The Policy;
- 6) will not pay for any loss covered by The Policy;
- 7) will provide a Principal Sum for You which will be:
  - a) the amount of Your Principal Sum under The Policy on the date of conversion, rounded to the nearest \$1,000, subject to a minimum of \$25,000.00 and a maximum of \$250,000, if You are under age 70;
  - b) \$25,000.00, if You are age 70 or older but less than age 75; or
  - c) \$12,500.00, if You are age 75 or older;
- 8) will have premiums based on the Insurer's rates in effect for new applicants of Your class and age at conversion.

**Reinstatement after Military Service:** *Can my coverage be reinstated after return from active military service?*

If:

- 1) Your coverage terminates because You enter active military service; and
- 2) You are rehired within 12 months of the date Your coverage terminated;

then coverage for You may be reinstated, provided You request such reinstatement within 31 days of the date You return to work.

The reinstated coverage will be the same coverage amounts in force on the date coverage terminated and will be subject to all the terms and provisions of The Policy.

## BENEFITS

**Accidental Death and Dismemberment Benefit:** *When is the Accidental Death and Dismemberment Benefit payable?*

If You sustain an Injury that results in any of the following Losses within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss, in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

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

**Loss** means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

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

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

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

We will presume that You suffered Loss of life if:

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

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

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

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

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

This Benefit will be paid:

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

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

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

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or

2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

**Accident**, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

**Seat Belt** means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
- 2) a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

The Seat Belt and Air Bag Benefit will not be payable if You are operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated; or
- 2) taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician.

**Intoxicated** means:

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

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

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

**Repatriation Benefit:** *When is the Repatriation Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence.

This Benefit will be paid:

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

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
  - a) preparation of the body for burial or cremation; and
  - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

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

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

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

This Benefit will be paid:

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

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

- 1) the amount resulting from multiplying Your Principal Sum by the Child Education Percentage; or

- 2) the Maximum Amount for this Benefit.

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

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

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

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

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

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

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

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

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

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

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or
- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

**Child(ren)** means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 23 who:

- 1) regularly attends an accredited institution of learning; and
- 2) is primarily dependent on You for financial support and maintenance.

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

**Day Care Benefit:** *When is the Day Care Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Day Care Benefit for each of your Children if such Child is under age 7 at the time of Your death.

This Benefit will be paid:

- 1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of 4 Day Care Benefit payments, for each Child. The Benefit will be paid to the person who has primary responsibility for the Child's Day Care expenses.

Proof of enrollment satisfactory to Us for each Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider;
- 3) a letter from the Day Care facility or Day Care provider stating that the Child:
  - a) is attending a Day Care Program; or
  - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12<sup>th</sup> month following the date of death.

If you die, the Day Care Benefit pays an amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal sum by the Day Care Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Child eligible for the Day Care Benefit.

**Day Care or Day Care Program** means a program of child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides, and makes a charge for, the care of children; and
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) licensing is not required, provides childcare on a daily basis for 12 months a year.

**Child** means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 7 and primarily dependent on You for financial support and maintenance.

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

**Rehabilitation Benefit:** *When is the Rehabilitation Benefit payable?*

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

This Benefit will be paid:

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

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

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

**Rehabilitative Program** means any training which:

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

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

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

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

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

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

This Benefit will be paid:

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

The Spouse Education Benefit is the least of:

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

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

Your surviving Spouse must enroll in Occupational Training:

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

**Occupational Training** means any:

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

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

**Expense Incurred** means:

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

for the Occupational Training.

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

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

**Adaptive Home and Vehicle Benefit:** *When is the Adaptive Home and Vehicle Benefit payable?*

If You sustain an Injury that results in a Loss, other than a Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Adaptive Home and Vehicle Benefit.

This Benefit will be paid:

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

The Adaptive Home and Vehicle Benefit pays a benefit for the one-time cost of alterations to Your:

- 1) principal residence; and/or
- 2) private automobile;

to make the residence accessible and/or the private automobile drivable or rideable for him or her. The costs must be incurred within two years from the date of accident.

We will pay the Adaptive Home and Vehicle Benefit if:

- 1) such home alterations are:
  - a) made by a person or persons with experience in such alterations; and
  - b) recommended by a recognized organization associated with the Injury; and
- 2) such vehicle modifications are:
  - a) carried out by a person or persons with experience in such matters; and
  - b) approved by the Motor Vehicle Department.

The Adaptive Home and Vehicle Benefit will provide an amount equal to the least of:

- 1) the actual cost of the alterations;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Adaptive Home and Vehicle Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

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

## EXCLUSIONS

**Exclusions:** *What losses are not covered?*

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

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority except Reserve National Guard Service;

(We will refund the pro rata portion of any premium paid for You while You are in the armed forces on full-time active duty, for a period of two months or more. Written notice must be given to Us within 12 months of the date You enter the armed forces);

- 5) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 6) Injury sustained while On any aircraft:
  - a) as a pilot, crewmember or student pilot;
  - b) as a flight instructor or examiner;
  - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy;
  - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 7) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens unless as prescribed by or administered by a Physician;
- 8) Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
- 9) Injury sustained while committing or attempting to commit a felony; or
- 10) Injury sustained while Intoxicated.

**Intoxicated** means:

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

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

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

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

## GENERAL PROVISIONS

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

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

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

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

**Claim Forms:** *Are special forms required to file a claim?*

We will send forms to the claimant to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

**Proof of Loss:** *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Beneficiary Designation (if applicable);
- 4) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 5) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 6) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 7) Any additional information required by Us to adjudicate the claim.



All proof submitted must be satisfactory to Us.

**Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss must be sent within 90 day(s) after the loss. All Proof of Loss should be sent to Us. However, all claims should be submitted to Us within 90 day(s) of the date coverage ends.

If proof is not given by the time it is due, it will not invalidate or reduce any claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

**Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

**Claim Payment:** *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision, but not more than 30 day(s) after such Proof of Loss is received.

**Claims to be Paid:** *To whom will benefits for my claim be paid?*

Benefits for Loss of Life will be paid in accordance with the Beneficiary Designation. If no beneficiary is named, payment will be made according to the beneficiary designation under the group life policy issued to the Policyholder and in effect at the time of death.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate; or
- 2) all to Your surviving Spouse; or
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Child(ren); or
- 4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Accidental Death Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

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

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

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

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

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

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

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

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

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

In no event may a beneficiary be changed by a Power of Attorney.

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

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

This written notification will:

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

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

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

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

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

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

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

**Assignment:** *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign Your rights and interest under The Policy including, but not limited, to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

**Legal Actions:** *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

**Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Insurance Fraud:** *How does the Company deal with fraud?*

Insurance Fraud occurs when You provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You perpetrate Insurance Fraud.

**Misstatements:** *What happens if facts are misstated?*

In the absence of Insurance Fraud, if material facts about You were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

## DEFINITIONS

**Active Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

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

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

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

Actively at Work does not include everyday travel to and from work.

**Airworthiness Certificate** means:

- 1) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration (FAA); or
- 2) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

**Civil or Public Aircraft** means a civil or public aircraft which:

- 1) has a current and valid Airworthiness Certificate;
- 2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

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

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

**Earnings** means Your regular annual rate of pay, not counting bonuses, commissions, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the last Policy Anniversary Date.

**Employer** means the Policyholder.

**FAA** means:

- 1) the Federal Aviation Administration of the United States; or
- 2) the equivalent aviation authority for the country of the aircraft's registry, if the governmental authority is recognized by the United States.

**Injury** means bodily injury resulting:

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

which occurs while You are covered under The Policy.

Loss resulting from:

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

is not considered as resulting from Injury.

**Military Transport Aircraft** means a transport aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

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

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

3) pick-up truck;  
not being used as a Common Carrier.

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

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

**On** means, when used with reference to any conveyance (land, water or air), in or on, boarding or alighting from the conveyance.

**Physician** means a person who is:

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

**Prior Policy** means the group accidental death and dismemberment insurance Policy carried by the Policyholder on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

**Related** means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, grandchild, or step-child.

**Spouse** means Your spouse who is not legally separated or divorced from You.

**The Policy** means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

**We, Us, or Our** means the insurance company named on the face page of The Policy.

**You or Your** means the person to whom this certificate is issued.



## AMENDATORY RIDER

This rider is attached to all certificates given in connection with The Policy and is effective on The Policy Effective Date.

This rider is intended to amend Your certificate, as indicated below, to comply with the laws of Your state of residence. Only those references to benefits, provisions or terms actually included in Your certificate will affect Your coverage. In addition, any reference made herein to Dependent coverage will only apply if Dependent coverage is provided in Your certificate.

For California residents:

- 1) The following is added to the definition of **Spouse**:  
Spouse will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) The following is added to the definition of **Dependent Child(ren)**:  
Dependent Child(ren) will also include child(ren) of Your California registered domestic partner.

For Indiana residents:

The first paragraph of the **Traumatic Brain Injury Benefit** is deleted and is replaced by the following:

If You or Your Dependents sustain an Injury that results in a Traumatic Brain Injury within 60 days of the date of accident which:

- 2) requires that the injured person be Hospitalized for at least 7 days during the first 60 days following the accident; and
  - 3) the Traumatic Brain Injury continues for 12 consecutive months;
- We will pay a Traumatic Brain Injury Benefit.

For Louisiana residents:

- 1) the following will be considered **Dependent Child(ren)** and are added to the definition of **Dependent Child(ren)**:
  - a) unmarried Child who is placed in your home pursuant to an adoption placement agreement; executed with a licensed adoption agency (from the date of placement in your home);
  - b) an unmarried Child who is placed in your home following execution of an act of voluntary surrender (as of the date on which the act of voluntary surrender becomes irrevocable);
  - c) your unmarried grandchild who is in your legal custody.
- 2) The child limiting age is changed to 21 years, or 24 years if a student, if less than such ages.
- 3) The following is added to the definition of **Dependent Child(ren)**: "Coverage will be continued for a Child up to age 24 who is deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder."
- 4) The following replaces the last sentence of the **Dependents** definition: "Any person who is in full-time military service cannot be a dependent, unless that person is subsequently called to military service and any required premium is paid."
- 5) The following provision is added:  
**Reinstatement after Military Service:** *Can my coverage be reinstated after return from active military service?*  
If:
  - 1) Your coverage terminates because You enter active military service; and
  - 2) You are rehired within 12 months of the date You return from active military service;then coverage may be reinstated, provided You request such reinstatement within 31 days of the date you return to work.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage terminated; and
- 2) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
- 3) be subject to all the terms and provisions of The Policy.

For Maine residents:

- 1) The time period stated in the **Notice of Claim** provision is changed to 30 days if not already 30 days.
- 2) The time period stated in the **Claim Forms** provision is changed to 15 days if not already 15 days.
- 3) The time periods stated in the **Sending Proof of Loss** provision are changed to 90 days and 1 year if not already 90 days and 1 year, respectively.
- 4) The time period stated in the **Claim Payment** provision is changed to 30 days if not already 30 days.
- 5) The dollar amount stated in the **Claims to be Paid** provision is changed to \$2,000 if not already \$2,000.
- 6) The phrase "In the absence of Insurance Fraud" is deleted from the **Misstatements** provision.

For Minnesota residents, the definition of **Disabled or Total Disability** in the **Permanent Total Disability Benefit** is replaced by the following:

**Disabled or Total Disability**, for the purpose of this Benefit, means Your or Your Spouse's:

- 3) inability during the first two years of disability to perform the Essential Duties of Your or Your Spouse's Occupation; and
- 4) after that, Your or Your Spouse's inability to engage in Any Occupation for which you are suited by education, training and experience; or
- 5) with respect to a Spouse who is unemployed, his or her inability to engage in the normal and customary activities of a person of like age and gender in good health.

You unemployed Spouse must be:

- 1) regularly attended by Physician; and
- 2) continuously confined within his or her house or Hospital, provided such house or Hospital confinement will not preclude transportation of Your Spouse to or from a Hospital or Physician's office for necessary treatment at the direction of his or her Physician.

For Missouri residents, the suicide **Exclusion** is replaced by the following: "suicide or attempted suicide, while sane".

For New Hampshire residents:

- 1) Item 1 of the definitions of **Disabled** and **Disabled or Disability** is replaced by the following:
  - 1) performing any work or occupation for wage or profit for which You are, or become, reasonably qualified by reason of education, training or experience.
- 2) Item 3 of the last paragraph of the **Sending Proof of Loss** provision is deleted.
- 3) Item 3 of the **Conditions for Qualification** provision is replaced by the following:
  - 1) provide such proof in accordance with the Sending Proof of Loss provision.
- 4) The **Policy Interpretation** provision is deleted.
- 5) The time period stated in the definition of **Period of Confinement** in the **Accident Hospital Income Benefit**, is changed to 180 days, if less than 180 days.
- 6) Item 1 of the definition of **Extended Care Facility** in the **Extended Care Facility Benefit** is replaced by the following:
  - 1) Operates pursuant to law;
- 7) The following is added to the Period of Coverage:

**Spouse Continuation:** *Can coverage be continued for a divorced Spouse?*  
If You are legally separated or divorced from Your Spouse, coverage for Your former Spouse may continue under The Policy until the earliest of:

  - 1) the last day of the third year following the anniversary of a final divorce or legal separation;
  - 2) the date You remarry;
  - 3) the date Your former Spouse remarries;
  - 4) a date specified in the final divorce decree;
  - 5) the date Your former Spouse fails to pay any premiums that may be due; or
  - 6) the date You die.

For Oregon residents:

- 1) The following is added to the definition of **Spouse**:

Spouse will also include an individual who is in a registered domestic partnership with You in accordance with Oregon law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) The following is added to the definition of **Dependent Child(ren)**:

Dependent Child(ren) will also include child(ren) of Your Oregon registered domestic partner.

For South Carolina residents:

- 1) The time period in the **Notice of Claim** provision is changed to 20 days, if not already 20 days.
- 2) The following is added to the **Physical Examinations and Autopsy** provision: "Such autopsy must be performed during the period of contestability and must take place in the state of South Carolina."
- 3) Item 2 of the **Legal Actions** provision is replaced by the following:
  - 2) 6 years of the date Proof of Loss is required to be furnished according to the terms of The Policy.

For South Dakota residents, the provision titled **Policy Interpretation** is deleted in its entirety.

For Utah residents:

- 1) The following benefits are not available:
  - o **Anti-Inflation Benefit**
  - o **Therapeutic Counseling Benefit**
  - o **Accidental Death Benefit with Double Indemnity while On a Common Carrier**
  - o **Accidental Death Motor Vehicle Benefit**
  - o **Accidental Death Benefit while in a Covered Accident**
  - o **Accidental Death and Dismemberment: while Actively at Work**
  - o **Double Indemnity while On A Common Carrier**
- 2) The maximum age for a student, stated in the **Child Education Benefit** is changed to 26 if not already 26.
- 3) The definition of **Dependent Child(ren)** is amended as follows:
  - 1) items a and b of item 2 are deleted
  - 2) the second item 2 is deleted
  - 3) the maximum age for a child is changed to 26 if not already 26.
- 4) The following is added to the first sentence of the **Change in Family Status** provision: or from the date of placement for adoption with You.
- 5) Item 3 of the **Sending Proof of Loss** provision is deleted in its entirety.
- 6) The age references in the **Continuation for Dependent Child(ren) with Disabilities** provision are changed to 26 if not already 26.

For Vermont residents:

**Purpose:** Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.

**Definitions, Terms, Conditions and Provisions:** The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

- 1) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.
- 2) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
- 3) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
- 4) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

**CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE**

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party

to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

For Virginia residents, any and all references to Domestic Partners are hereby deleted.

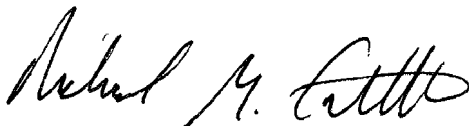
For Washington residents:

- 1) The **Accelerated Benefit** is not available.
- 2) The provision titled **Policy Interpretation** is deleted in its entirety.

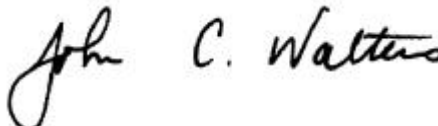
For Wisconsin residents, the time periods stated in the **Claim Appeal** provision are removed.

In all other respects, the Policy and certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.



**Richard G. Costello, Secretary**



**John C. Walters, President**



**The Plan Described in this Booklet  
is Insured by the**

**Hartford Life and Accident Insurance Company  
Simsbury, Connecticut  
Member of The Hartford Insurance Group**