

YOUR BENEFIT PLAN

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES MONROE NO. 2
ORLEANS COUNTIES**

Questions or Complaints about Your Coverage

In the event You have questions or complaints 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 Insurance Company
Group Sales Department
325 Essjay Road
Suite 402
Williamsville, NY 14221
TOLL FREE: 877-496-5665
FAX: 716-276-2160

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:

| For residents of: | Write | Telephone |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Arkansas | Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904 | 1(800) 852-5494 1(501) 371-2640 (in the Little Rock area) |
| California | State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013 | 1(800) 927-HELP |
| Idaho | Idaho Department of Insurance Consumer Affairs 700 W State Street, 3rd Floor PO Box 83720 Boise, ID 83720-0043 | 1-800-721-3272 or www.DOI.Idaho.gov |
| Illinois | 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 |
| Indiana | 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) |
| Virginia | 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) |
| Wisconsin | Office of the Commissioner of Insurance Complaints Department P.O. Box 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 laws of a state other than Florida.

**STATE OF DELAWARE
The Civil Union and Equality Act of 2011
Effective January 1, 2012**

In accordance with Delaware law, insurers are required to provide the following notice to applicants of insurance policies issued in Delaware.

The Civil Union and Equality Act of 2011 ("the Act") creates a legal relationship between two persons of the same sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Delaware to spouses in a legal marriage. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Delaware law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to Chapter 2 of Title 13 of the Delaware Code or the State of Delaware website at www.delaware.gov/CivilUnions.

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.

**STATE OF ILLINOIS
The Religious Freedom Protection and Civil Union Act
Effective June 1, 2011**

In accordance with Illinois law, insurers are required to provide the following notice to applicants of insurance policies issued in Illinois.

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at www.insurance.illinois.gov.

Maine

The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change the designation and, policy reinstatement if the insured suffers from organic brain disease and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

Maryland

The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

Massachusetts

As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org) .

This plan is not intended to provide comprehensive health care coverage and **does not meet Minimum Creditable Coverage standards**, even if it does include services that are not available in the insured's other health plans.

If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at www.mass.gov/doi.

Montana

Conformity with Montana statutes: The provisions of this certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this certificate.

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

To obtain information or make a complaint:

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

1-800-523-2233

You may also write to The Hartford at:

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:

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

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.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

1-800-523-2233

Usted tambien puede escribir a The Hartford:

P.O. Box 2999
Hartford, CT 06104-2999

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

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

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).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)



GROUP TERM LIFE CERTIFICATE OF INSURANCE Annually Renewable Nonparticipating Contributory

Policyholder: BOARD OF COOPERATIVE EDUCATIONAL SERVICES MONROE NO. 2 ORLEANS COUNTIES

Policy Number: GL-204298

Policy Effective Date: May 1, 2000

Policy Anniversary Date: February 1, 2017

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. This certificate replaces any other certificate We may have given to You earlier under The Policy. Nothing in The Policy invalidates or impairs any rights or benefits stated in the certificate or granted by New York law. Rights and benefits granted to the certificateholder will not be less than those required by New York law. The Policy and certificate are on file with Us at Our home office. The Policy and certificate may be inspected at the office of the Policyholder. The rights of any certificateholder, insured or beneficiary shall not be affected by any provision not contained in the certificate, riders, endorsements or amendments.

Signed for the Company

Terence Shields, Secretary

Michael Concannon, Executive Vice President

READ YOUR CERTIFICATE CAREFULLY. CERTAIN WAR RISKS ARE NOT ASSUMED. IN CASE OF ANY DOUBT WRITE YOUR COMPANY FOR FURTHER EXPLANATION.

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 | 9 |
| Cost of Coverage | 9 |
| Eligible Class(es) for Coverage..... | 9 |
| Eligibility Waiting Period for Coverage | 9 |
| Benefit Amounts..... | 9 |
| ELIGIBILITY AND ENROLLMENT | 10 |
| Eligible Persons | 10 |
| Eligibility for Coverage..... | 10 |
| Enrollment..... | 11 |
| Evidence of Insurability..... | 11 |
| PERIOD OF COVERAGE | 12 |
| Effective Date..... | 12 |
| Deferred Effective Date | 12 |
| Dependent Effective Date..... | 12 |
| Dependent Deferred Effective Date | 12 |
| Change in Coverage..... | 13 |
| Termination | 13 |
| Continuation Provisions..... | 14 |
| Waiver of Premium | 15 |
| BENEFITS..... | 16 |
| Life Insurance Benefit..... | 16 |
| Suicide Exclusion | 16 |
| Conversion Right..... | 17 |
| Portability | 18 |
| GENERAL PROVISIONS..... | 20 |
| DEFINITIONS..... | 23 |
| AMENDATORY RIDER..... | 25 |

SCHEDULE OF INSURANCE

The benefits described herein are those in effect as of July 1, 2016.

Cost of Coverage:

Contributory Coverage: Basic Dependent Life Insurance
Supplemental Life Insurance

Eligible Class(es) For Coverage: All Full-time Active Employees who are working in the United States of America, Puerto Rico, Guam and any other locations where We may legally provide such coverage, excluding temporary, leased or seasonal employees.

Full-time Employee: at least 30 hours weekly

Annual Enrollment Period: December 1st through January 31st

Eligibility Waiting Period for Coverage:

None

Life Insurance Benefit

Amount of Life Insurance

Supplemental Amount of Life Insurance

| Option | Guaranteed Issue Amount | Maximum Amount |
|--------|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1 | | The amount You elect in increments of \$10,000 subject to a maximum of \$25,000 and a minimum of \$10,000. |
| 2 | | The amount You elect in increments of \$10,000 subject to a maximum of \$50,000 and a minimum of \$10,000. |
| 3 | The amount You elect in increments of \$10,000, subject to the lesser of \$100,000 or 3 times Your annual Earnings. | The amount You elect in increments of \$10,000 subject to a maximum of \$100,000 and a minimum of \$10,000. |
| 4 | The amount You elect in increments of \$10,000, subject to the lesser of \$100,000 or 3 times Your annual Earnings. | The amount You elect in increments of \$10,000 subject to a maximum of \$150,000 and a minimum of \$10,000. |
| 5 | The amount You elect in increments of \$10,000, subject to the lesser of \$100,000 or 3 times Your annual Earnings. | The amount You elect in increments of \$10,000 subject to a maximum of \$250,000 and a minimum of \$10,000. |

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

Dependent Life Insurance Benefit

Basic Amount of Dependent Life Insurance

| | | Maximum Amount |
|----------|-----------|----------------|
| Option 1 | Spouse | \$5,000 |
| Option 2 | Spouse | \$10,000 |
| Option 1 | Dependent | \$100 |

| | | |
|----------|-------------------------------------------------------------------------|---------|
| | Children: Age 14 day(s) but under age 6 month(s) | |
| | Dependent Children: Age 6 month(s) but under age 19 year(s) | \$2,000 |
| Option 2 | Dependent Children: Age 14 day(s) but under age 6 month(s) | \$100 |
| | Dependent Children: Age 6 month(s) but under age 19 year(s) | \$4,000 |

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; or
- 2) under the Portability provision.

Reduction in Coverage Due to Age

We will reduce the Life Insurance Benefit for You to \$10,000 on the Policy Anniversary Date on or next following the date You attain age 70.

Reductions also apply if:

- 1) You become covered under The Policy; or
 - 2) Your coverage increases;
- on or after the date You attain age 70.

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?*

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us, for Your 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.

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.

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?*

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 Your Dependents within 31 days of the date You were first eligible to enroll;
- 2) Your Dependents will not be covered under The Policy if You enrolled Your Dependents 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.

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?*

A Change in Family Status occurs when:

- 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?*

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) 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.

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

Coverage will start on the latest to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
- 2) 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.

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; and

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.

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) on or 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 Life Insurance under The Policy, then You and Your Dependents must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for an Amount of Supplemental Life Insurance under The Policy, You must provide Evidence of Insurability for any amount of Supplemental Life Insurance coverage including an initial amount.

In any event, if the Amount of Life Insurance You request is greater than the Guaranteed Issue Amount, You 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.

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

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

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

unless continued in accordance with any one 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 last day of the month following the date Your coverage ends;
- 2) the last day of the month following the date the required premium is due but not paid;
- 3) the last day of the month following the date You are no longer eligible for Dependent coverage;
- 4) the last day of the month following the date We or the Employer terminate Dependent coverage; or
- 5) the last day of the month following 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 will be continued beyond a date shown in the Termination provision as outlined below.

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. The Continuation Provisions shown below may not be applied consecutively.

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 full-time 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 weeks. 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.

Status Change: If You are:

- 1) employed by the Policyholder; and
- 2) no longer in an Eligible Class due to a reduction in the number of scheduled hours You work;

Your coverage (including Dependent Life coverage) may be continued until the last day of the third consecutive month after the month in which Your scheduled hours were reduced.

Sickness or Injury: If, due to sickness or injury, You are:

- 1) not Actively at Work; or
- 2) working a reduced number of hours as part of a return to work plan with Your Employer, 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 or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive month(s).

Family and 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 ends 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 19 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 19.

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 Dependents' 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 for You or Your Dependents.

Disabled: *What does Disabled mean?*

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

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

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;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive months, 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. If Proof of Loss cannot be given within that time, it must be given as soon as reasonably possible after that.

If You were covered under a Disability Extension under the Prior Policy, Your coverage will be in force under The Policy.

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 9 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 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 9 month(s) that You are Disabled, the 9 month 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 9 month 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 9 months 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) Your Dependents are no longer in an Eligible Class, or Dependent coverage is no longer offered; or
- 4) 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 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 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 continue for a period of 12 months from the date of Policy termination and will be subject to the terms and conditions of this provision; 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 this Certificate.

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

If You commit suicide, We will not pay any Supplemental Amount of Life Insurance for You 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.

Any premium paid by You during this 2 year period for initial amounts of Supplemental Life Insurance or elected increases in Supplemental Life Insurance, will be returned to Your beneficiary.

Conversion Right: *If coverage under The Policy ends or is reduced, do I or do my Dependent(s) have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, except non payment of premium, You and Your Dependents have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Such reasons for the Life Insurance coverage ending include, but are not limited to termination of employment, termination of The Policy or change in classes eligible for insurance. Conversion is not available for any Amount of Life Insurance for which You or Your Dependents were not eligible and covered under The Policy.

This right to convert also applies if Your or Your Dependents' Amount of Life Insurance reduces:

- 1) due to a change in class of persons covered under The Policy;
- 2) due to an amendment to The Policy; or
- 3) in accordance with the Reduction in Amount of Coverage Due to Age provision stated in the Schedule.

Your Dependents also have the right to convert upon Your death, upon divorce or annulment of Your and Your Spouse's marriage, or the termination of Your domestic partnership, or upon Your Dependent Child no longer meeting the definition of Dependent Child(ren).

The amount that may be converted is limited to the amount of group coverage in force prior to termination, less any amount of group coverage remaining in force under The Policy, subject to the provisions outlined below.

If coverage under The Policy ends because The Policy is terminated, the amount which may be converted is limited to 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 45 days of termination of group life coverage.

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

If this conversion right applies due to a reduction in the Amount of Insurance, then the amount of the insurance that may be converted will equal the amount by which the benefit is reduced. However, if the Amount of Insurance is reduced in accordance with the Reduction in Amount of Coverage Due to Age provision stated in the Schedule, then the amount of insurance that may be converted will equal the amount which, when added to the amount in force after the reduction, equals 80% of the Amount of Insurance immediately prior to reduction.

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

You or Your Dependent will be given notice of the conversion privilege within 15 days before or after the terminating event which results in the conversion option. If such notice is not given, You or Your Dependent will have an additional period in which to exercise conversion rights. If notice is given more than 15 days but fewer than 90 days after the terminating event, this additional period will end 45 days following the date You or Your Dependent are given notice of the right to convert. Written notice and an application of conversion rights will be presented to You or Your Dependent or mailed by the Employer or Us to the last known address.

If notice is not given within 90 days after the terminating event, the conversion election period will terminate at the end of 90 days.

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

- 1) complete and return the conversion application; and
- 2) pay the required premium for coverage;

within 31 days of the date of termination or during any required extension of the conversion election period as noted above.

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

- 1) will be effective as of the date group coverage under The Policy ends and is not continued; 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 any one of the Life Insurance policy forms then customarily issued by Us, except term insurance; and

- 2) base premiums on unisex rates in effect for new applicants of Your 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.

At Your option, the Conversion Policy may be preceded by a one year term insurance policy subject to the same conditions and a premium payable in any mode customarily offered by Us.

If Your insurance terminates due to Your Total and Permanent Disability, You may elect any one of the Life Insurance policy forms, including term insurance, customarily issued by Us, subject to the same conditions, at the end of the one year period. At Your option, the Conversion Policy may be preceded by a one year term insurance policy subject to the same conditions and a premium payable in any mode customarily offered by Us.

Total and Permanent Disability means You are prevented by injury or sickness, expected to last at least 1 year, from doing any work for wage or profit for which You are, or could become, qualified by:

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

The Conversion Right is available for any Amount of Life Insurance which was, or is being, continued:

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

If Conversion is elected, then coverage continued as outlined above will terminate.

The Suicide and Incontestability provisions for the amount converted do not start anew.

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; and
- 2) You or Your Dependent die within 31 days of date coverage terminates or during any required extension of the conversion election period as noted above; 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.

The Conversion Right is available to You at any time while Your Portability Coverage is in effect, or when the Portability coverage ends.

Effect of Waiver of Premium on Conversion: *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered. We will refund the premium paid for such Conversion Policy.

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.

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;
- 2) Your death;

- 3) Your membership in a class eligible for Dependent coverage ends; or
- 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.

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

Electing Portability: *How do I elect Portability?*

You may elect Portability for Your coverage after Your Supplemental Life Insurance 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. Portability will not be available to You or Your Dependents unless You have been Actively at Work under The Policy.

You or Your Dependent will be given notice of the Portability provision within 15 days before or after the terminating event which results in the Portability option. If such notice is not given, You or Your Dependent will have an additional period in which to exercise Portability rights. If notice is given more than 15 days but fewer than 90 days after the terminating event, this additional period will end 45 days following the date You or Your Dependent are given notice of the right to elect Portability. Written notice of the Portability option and an application will be presented to You or Your Dependent or mailed by the Employer or Us to the last known address.

If notice is not given within 90 days after the terminating event, the Portability election period will terminate at the end of 90 days.

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

- 1) complete and return a Portability application; and
- 2) pay the required premium for coverage;

within 31 days of the date of termination or during any required extension of the Portability election period noted above.

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.

The Suicide and Incontestability provisions for the amount elected under this Portability provision do not start anew.

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 will 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.

The Conversion Right is available to You or Your Dependents at any time while Your Portability Coverage is in effect, or when the Portability coverage ends.

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 as soon as reasonably possible after the date of death. 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?*

For death claims, Proof of Loss may include the following:

- 1) certified copy of the death certificate or other due proof of death;
- 2) completed claim form.

For all other claims, Proof of Loss may include the following:

- 1) a completed claim form;
- 2) Your Enrollment form;
- 3) Your Beneficiary Designation (if applicable);
- 4) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability; and
 - c) the prognosis of Your Disability;
- 5) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 6) 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;
- 7) Your signed authorization for Us to obtain and release medical, employment, and financial information (if applicable); or
- 8) 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 should be sent to Us or Our representative as soon as reasonably possible after the loss.

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 days after such Proof of Loss is received.

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

Life Insurance Benefits will be paid in accordance with the life insurance Beneficiary Designation. If the beneficiary is a minor or otherwise incompetent, as determined by law or court proceeding, payment will be made to his or her legal guardian.

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 by reason of having incurred expenses on Your behalf or because of expenses from Your burial. Payment to any person, as shown above, will release Us from 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.

When the benefit is payable, We will pay it in a single lump sum check, unless another method of payment is requested by the certificate holder or beneficiary and agreed to by Us.

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.

Unless otherwise provided by law, the Life Insurance Benefit is not subject to the claim of, or legal process by, any creditor, personal representatives, or trustees and receivers in state or federal court.

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.

You may designate more than one beneficiary, specify amounts, percentage shares and the order of payment. If You designate more than one beneficiary and do not specify the amounts, percentage shares, or order of payment, benefits payable will be divided equally among all beneficiaries. The share of any beneficiary who has died before You will go equally to the surviving beneficiaries, unless Your beneficiary designation states otherwise.

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.

If You have designated an irrevocable beneficiary, You will be able to change that beneficiary only after We have received a signed release from Your irrevocable beneficiary.

If You are a minor, only You or Your parent, spouse, sibling, child or grandparent can be a beneficiary.

In no event may a beneficiary be changed by a Power of Attorney, to the extent permitted by applicable law.

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 upon 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.

Incontestability: *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

No material misrepresentation made by You or Your Spouse relating to Your or Your Spouse's insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your or Your Spouse's lifetime. In order to be used, the statement must be in writing and signed by You and Your Spouse, a copy of which is or has been furnished to You or Your Spouse or Your or Your Spouse's Beneficiary.

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

This two year period also applies to any additional amounts of Life Insurance which You request and is subject to Evidence of Insurability from the date such additional coverage becomes effective.

Assignment: *Are there any rights of assignment?*

You have the right to absolutely assign all of 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 received by Us.

You may only change an absolute assignment made by You with written consent of the absolute beneficiary(s), and a copy of the written consent must be 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.

Assignments 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 assignment or change of assignment.

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

Legal action cannot be taken against Us sooner than the date written Proof of Loss is furnished.

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.

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.

This adjustment will not apply to material facts, other than age or sex, after such insurance policy has been in force for a period of 2 years.

Entire Contract: *What documents are part of the Entire Contract?*

The contract between the parties consists of:

- 1) The Policy;
- 2) any certificates incorporated and made a part of The Policy;
- 3) any riders issued in connection with such certificates;
- 4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued; and
- 5) any individual application submitted by You or Your Dependents and accepted by The Company in connection with The Policy.

The rights of the Policyholder, insured or beneficiary shall not be affected by any provision not contained: (a) in The Policy, riders, endorsements or amendments signed by the Policyholder and the insurer, (b) in the Policyholder application attached to The Policy, or (c) in any individual statement submitted with the application.

Certificates: *How do I obtain a copy of my certificate?*

The Company will give individual certificates to:

- 1) the Policyholder; or
- 2) any other person according to a mutual agreement among the other person, the Policyholder, and The Company; for delivery to persons covered under The Policy and which will explain the important features of the certificate.

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.

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:

Your unmarried children, stepchildren, children of Your civil union or legally adopted children, and children during any waiting period prior to the finalization of the child's adoption; provided such children are primarily dependent upon You for financial support and maintenance and are:

- 1) age 19, but not yet age 25, and in full-time attendance (at least 12 course credit hours per semester) at an accredited institution of learning. If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student continues to qualify as a Dependent; or
- 2) age 19 or older and disabled. Such children must have become disabled before attaining age 19. You must submit proof, satisfactory to Us, of such children's disability.

Dependents means Your Spouse and Your Dependent Child(ren) living in the United States, Puerto Rico, Guam and any other locations where We may legally provide such coverage. By virtue of the compensation and benefits derived from such service, any person who is in full-time military service cannot financially 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.

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:

| Year of Birth | Normal Retirement Age | Year of Birth | Normal Retirement Age |
|----------------------|------------------------------|----------------------|------------------------------|
| 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.

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.

Spouse will include Your party to a civil union, provided You have registered as parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered parties to a civil union provided You continue to meet the requirements.

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



The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

This rider is attached to a certificate given in connection with The Policy.

This rider becomes effective on the certificate 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. However, if Your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to You. In addition, any reference made herein to Dependent coverage will only apply if Dependent coverage is provided in Your certificate.

For Alaska residents:

- 1) Item 2) is added to the second paragraph of the **Conversion** provision as follows:

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) if notice is not received by You on the date Your or Your Dependent's coverage terminates, You have 15 days from the date You receive the notice; or
- 3) 15 days from the date Your Employer signs the form;

whichever is later. However, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.

- 2) The provision titled **Policy Interpretation** is deleted in its entirety.

- 3) The following provision is added to the **General Provisions** section of Your certificate:

Eligibility Determination: *How will We determine Your or Your Dependent's eligibility for benefits?*

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your or Your Dependent's eligibility for benefits for any claim You or Your beneficiaries make on The Policy. We will:

- 1) obtain with Your or Your beneficiaries' cooperation and authorization if required by law, only such information that is necessary to evaluate Your or Your beneficiaries' claim and decide whether to accept or deny Your or Your beneficiaries' claim for benefits. We may obtain this information from Your or Your beneficiaries' Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You or Your Dependent's physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your or Your beneficiaries' option and at Your or Your beneficiaries' expense, You or Your beneficiaries may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your or Your beneficiaries' choice. You or Your beneficiaries should provide Us with all information that You or Your beneficiaries want Us to consider regarding Your or Your beneficiaries' claim;
- 2) consider and interpret The Policy and all information obtained by Us and submitted by You or Your beneficiaries that relates to Your or Your beneficiaries' claim for benefits and make Our determination of Your

or Your Dependent's eligibility for benefits based on that information and in accordance with The Policy and applicable law;

- 3) if We approve Your claim, We will review Our decision to approve Your or Your beneficiaries claim for benefits as often as is reasonably necessary to determine Your or Your Dependent's continued eligibility for benefits;
- 4) if We deny Your or Your beneficiaries' claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled **Claim Denial**.

In the event We deny Your or Your beneficiaries' claim for benefits, in whole or in part, You or Your beneficiaries can appeal the decision to Us. If You or Your beneficiaries choose to appeal Our decision, the process You or Your beneficiaries must follow is set forth in The Policy provision entitled **Claim Appeal**. If You or Your beneficiaries do not appeal the decision to Us, then the decision will be Our final decision.

- 4) The **Spouse** definition is deleted in its entirety and replaced with the following:

Spouse means Your spouse who:

- 1) is under age 90; and
- 2) is not legally separated or divorced from You; and
- 3) is not in active full-time military service outside the continental United States, Hawaii, Puerto Rico or Alaska.

Spouse will include Your domestic partner provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy; or
- 2) have registered as domestic partners with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit or required by law.

For Colorado residents:

- 1) 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.
- 2) The definition of **Dependent Child(ren)** is amended to read as follows:
Dependent Child(ren) means:
Your unmarried children, stepchildren, legally adopted children, or any other children related to You by blood or marriage or civil union or domestic partnership who:
 - 1) live with You in a regular parent-child relationship; and/or
 - 2) 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 15 days old but not yet age 19;
 - 2) age 19, but not yet age 21, and in full-time attendance (at least 12 course credit hours per semester at an accredited institution of learning. If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student continues to qualify as a Dependent; or
 - 3) age 19 or older and disabled. Such children must have become disabled before attaining age 19. You must submit proof, satisfactory to Us, of such children's disability.
- 3) The following is added to the definition of **Spouse**:
Spouse will include Your partner in a civil union.
- 4) The **Change in Family Status** provision is amended to read as follows:
Change in Family Status: What constitutes a Change in Family Status?
A Change in Family Status occurs when:
 - 1) You get married or enter a civil union or You execute a domestic partner affidavit;
 - 2) You and Your spouse divorce or terminate a civil union or terminate a domestic partnership;
 - 3) Your child is born or You adopt or become the legal guardian of a child;
 - 4) Your spouse or party to a civil union or domestic partner dies;
 - 5) Your child is no longer financially dependent on You or dies;
 - 6) Your spouse or party to a civil union or domestic partner 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.

For Louisiana residents:

- 1) The age limit stated in the **Continuation for Dependent Child(ren) with Disabilities** provision is increased to 21, if less than 21.
- 2) The following provision is added to the **PERIOD OF COVERAGE** provisions:
Reinstatement after Military Service: *Can coverage be reinstated after return from active military service?*
 If Your or Your Dependents' coverage ends because You or Your Dependents enter active military service, coverage may be reinstated, provided You request such reinstatement upon Your or Your Dependents' release from active military service.

The reinstated coverage will:

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

For Massachusetts residents, the definition of **Terminal Illness or Terminally Ill** in the Accelerated Benefit cannot exceed 24 months.

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 9th paragraph of the **Accelerated Benefit** provision is deleted.
- 4) the 2nd, 3rd and 4th paragraphs of the **Conversion Right** provision are deleted.
- 5) The first sentence of the 5th 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 following exclusions under the **Felonious Assault Benefit** provision are deleted:
 - 1) The Felonious Assault Benefit will not pay for a Loss that results from a Felonious Assault committed by a member of the injured person's family.
 - 2) The Felonious Assault Benefit will not pay for a Loss that results from a Felonious Assault committed by a member of the household in which the injured person lives.

For New Hampshire residents, the following **Spouse Continuation** is included when Spouse Life coverage is included:

Spouse Continuation: *Can coverage for my Spouse be continued in the event of divorce or separation?*

If:

- 1) You are a resident of New Hampshire;
- 2) You get a divorce or legal separation from a Spouse that is covered under The Policy; and
- 3) the final decree of divorce or legal separation does not expressly prohibit it;

Your former Spouse may continue his or her coverage.

We must receive Your Spouse's written request and the required premium to continue his or her coverage within 30 days of the final decree of divorce or legal separation.

Solely for the purpose of continuing the coverage, Your Spouse will be considered the insured person. However, Your former Spouse's coverage will not continue beyond the earliest of:

- 1) the 3-year anniversary of the final decree of divorce or legal separation;
- 2) the remarriage of the former Spouse;
- 3) Your death;
- 4) an earlier time as provided by the final decree of divorce or legal separation; or
- 5) a date the coverage would otherwise have ended under the Dependent Termination Provision.

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 Ohio residents, any references to **Accelerated Benefit** are amended to read as **Accelerated Death Benefit**.

For Oregon residents:

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

Spouse will include Your domestic partner provided You have registered as domestic partners with a government agency or office where such registration is available.
- 2) The definition of **Dependent Child(ren)** is amended to include children related to You by domestic partnership.
- 3) The following is added to the **Continuation Provisions** for Employers with 10 or more employees:

Jury Duty: If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:

 - 1) elected to have Your coverage continued; and
 - 2) provided notice of the election to Your Employer in accordance with Your Employer's notification policy.

For Rhode Island residents:

The provision titled **Policy Interpretation** is deleted in its entirety.

For South Carolina residents:

- 1) The dollar amount stated in the third paragraph of the **Claims to be Paid** provision is changed to \$2,000, if greater than \$2,000.
- 2) The lead-in of the second half of the first paragraph of the **Continuity from a Prior Policy for Disability Extension** provision is amended to read "Your Amount of Insurance will be the greater of the amount of life insurance and accidental death and dismemberment principal sum."
- 3) Item 3) "3) The Policy terminates or Your Employer ceases to be a Participating Employer;" of the second paragraph of the **Waiver Ceases** provision is deleted.
- 4) Items 1) and 2) of the first paragraph of the **Disability Extension Ceases** provision are deleted.
- 5) Item 3) "3) The Policy terminates or Your Employer ceases to be a Participating Employer;" of the **Disability Extension Ceases** provision is deleted.
- 6) The following paragraph is added between the first and second paragraphs of the **Disability Extension Ceases** provision:
In the event of Policy termination or Your Employer ceases to be a Participating Employer Your coverage will continue for a period of 12 months from the date of Policy termination as long as premiums are paid when due. This period will be subject to the terms and conditions of this provision.
- 7) The following paragraph is added between the second and third paragraphs of the **Disability Extension Ceases** provision:
In the event of Policy termination or Your Employer ceases to be a Participating Employer Dependent coverage will continue for a period of 12 months from the date of Policy termination as long as premiums are paid when due. This period will be subject to the terms and conditions of this provision.
- 8) The following paragraph is added at the end of the **Disability Extension Ceases** provision:
When the 12 month extension period ceases after The Policy terminates, 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.
- 9) Item 1) of the last paragraph of the **Effect of Policy Termination** provision is amended to read:
"Your Dependent coverage will continue for a period of 12 months from the date of Policy Termination and will be subject to the terms and conditions of this provision; and"

For South Dakota residents:

The definition of **Physician** is deleted and replaced by the following:

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 You or Your Spouse or Related to You or Your Spouse by blood or marriage, unless such physician is the only one in the area and is acting within the scope of their normal employment.

For Utah residents:

- 1) The time period stated in the **Claim Forms** provision is changed to 15 days.
- 2) Item 3 of the second paragraph of the **Sending Proof of Loss** provision is deleted.
- 3) The time period stated in the **Claim Payment** provision is changed to 45 days if more than 45 days.
- 4) The provision titled **Policy Interpretation** is replaced in its entirety as follows:

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

Benefits under this plan will be paid only if We decide in Our discretion that You or Your Dependents are entitled to them. We also have discretion to determine eligibility for benefits and to interpret the terms and conditions of the benefit plan. Determinations made by Us pursuant to this reservation of discretion do not prohibit or prevent You or Your Dependents from seeking judicial review in federal court of Our determinations.

The reservation of discretion made under this provision only establishes the scope of review that a federal court will apply when You or Your Dependents seek judicial review of Our determination of eligibility for benefits, the payment of benefits, or interpretation of the terms and conditions applicable to the benefit plan.

We are an insurance company that provides insurance to this benefit plan and the federal court will determine the level of discretion that it will accord to Our determinations.

- 5) The phrase "In the absence of fraud" is deleted from the second paragraph of the **Incontestability** provision.
- 6) The following "Sickness or Injury" continuation, will apply if the continuation included is for less than 6 months, or is added to the **Continuation Provisions** if not already included:

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 6 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 or federal family and medical leave laws, then the combined continuation period will not exceed 6 consecutive months.

For Vermont residents:

- 1) 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.

- 2) The following paragraph replaces the last paragraph in the **Claim Payment** provision.
Interest is payable from the date of death until the date payment is made at an interest rate of 6% annually or Our corporate interest rate, whichever is greater.

For Washington residents:

- 1) The provision titled **Disputed Diagnosis** is added as follows:

Disputed Diagnosis: *What happens if a dispute occurs over whether I am Terminally Ill or my Dependent is Terminally Ill?*

If Your or Your Dependent's attending Physician, and a Physician appointed by Us, disagree on whether You or Your Dependent are Terminally Ill, Our Physician's opinion will not be binding upon You or Your Dependent. The two parties shall attempt to resolve the matter promptly and amicably. If the disagreement is not resolved, You or Your Dependent have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either You or Your Dependent or Us. 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.

- 2) 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 for a period not exceeding 6 months. If the labor dispute ends, this continuation will cease immediately.

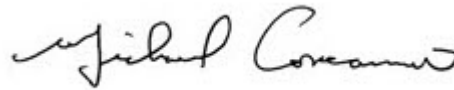
- 3) The provision titled **Policy Interpretation** is deleted in its entirety.
- 4) The following provision is added to the **General Provisions** section of Your certificate:
- Eligibility Determination:** *How will We determine Your or Your Dependent's eligibility for benefits?*
- We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your or Your Dependent's eligibility for benefits for any claim You or Your beneficiaries make on The Policy. We will:
- 1) obtain with Your or Your beneficiaries' cooperation and authorization if required by law, only such information that is necessary to evaluate Your or Your beneficiaries' claim and decide whether to accept or deny Your or Your beneficiaries' claim for benefits. We may obtain this information from Your or Your beneficiaries' Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You or Your Dependent's physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your or Your beneficiaries' option and at Your or Your beneficiaries' expense, You or Your beneficiaries may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your or Your beneficiaries' choice. You or Your beneficiaries should provide Us with all information that You or Your beneficiaries want Us to consider regarding Your or Your beneficiaries' claim;
 - 2) consider and interpret The Policy and all information obtained by Us and submitted by You or Your beneficiaries that relates to Your or Your beneficiaries' claim for benefits and make Our determination of Your or Your Dependent's eligibility for benefits based on that information and in accordance with The Policy and applicable law;
 - 3) if We approve Your claim, We will review Our decision to approve Your or Your beneficiaries claim for benefits as often as is reasonably necessary to determine Your or Your Dependent's continued eligibility for benefits;
 - 4) if We deny Your or Your beneficiaries' claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled **Claim Denial**.
- In the event We deny Your or Your beneficiaries' claim for benefits, in whole or in part, You or Your beneficiaries can appeal the decision to Us. If You or Your beneficiaries choose to appeal Our decision, the process You or Your beneficiaries must follow is set forth in The Policy provision entitled **Claim Appeal**. If You or Your beneficiaries do not appeal the decision to Us, then the decision will be Our final decision.
- 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.
- 7) The provision titled **Suicide** is deleted in its entirety and any suicide restrictions appearing in **Continuity from a Prior Policy, Reinstatement** and/or **Occupational Death Benefit** will not apply.

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company.



Terence Shields, *Secretary*



Michael Concannon, *Executive Vice President*

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

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