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**GROUP  
BENEFIT  
PLAN**



ADMINISTRATIVE PROFESSIONALS, UNIVERSITY POLICE AND  
SUPPORT STAFF



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**TABLE OF CONTENTS**

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**Group Long Term Disability Benefits**

	PAGE
CERTIFICATE OF INSURANCE.....	2
SCHEDULE OF INSURANCE .....	3
Must you contribute toward the cost of coverage? .....	3
Who is eligible for coverage? .....	3
When will You become eligible? (Eligibility Waiting Period) .....	3
ELIGIBILITY AND ENROLLMENT .....	4
When does your coverage start?.....	4
When will coverage become effective if a disabling condition causes you to be absent from work on the date it is to start?.....	5
BENEFITS.....	5
When do benefits become payable? .....	5
When will benefit payments terminate? .....	6
What happens if You Recover during the Elimination Period but become Disabled again? .....	6
CALCULATION OF MONTHLY BENEFIT .....	7
What is Rehabilitation? .....	8
Family Care Credit Benefit.....	8
Cost-of-Living Adjustment.....	8
Survivor Income Benefit.....	9
Workplace Modification Benefit.....	10
Pension Contribution Benefit.....	10
PRE-EXISTING CONDITIONS LIMITATIONS .....	11
Are there any other limitations on coverage?.....	11
EXCLUSIONS .....	12
What Disabilities are not covered?.....	12
TERMINATION .....	13
When does your coverage terminate?.....	13
Does your coverage continue if your employment terminates because you are Disabled?.....	13
CONVERSION PRIVILEGE .....	14
GENERAL PROVISIONS .....	15
DEFINITIONS.....	18



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
Hartford, Connecticut  
(Herein called Hartford Life)

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**CERTIFICATE OF INSURANCE**

Under  
**The Group Insurance Policy**  
**as of the Effective Date**  
Issued by  
**HARTFORD LIFE**  
to  
**The Policyholder**

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This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

- are eligible for the insurance;
- become insured; and
- continue to be insured;

according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

**Richard G. Costello, Secretary**

**Thomas M. Marra, President**

**SCHEDULE OF INSURANCE**

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder: SAGINAW VALLEY STATE UNIVERSITY  
Group Insurance Policy: GLT-675626  
Plan Effective Date: December 1, 2005

**THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF DECEMBER 1, 2006.**

This plan of Disability Insurance provides you with loss of income protection if you become disabled from a covered accidental bodily injury, sickness or pregnancy.

**Must you contribute toward the cost of coverage?**  
You do not contribute toward the cost of coverage.

**Who is eligible for coverage?**

Eligible Class(es): All Active Full-time Administrative Professionals, University Police and Support Staff Employees who are U.S. citizens or U.S. residents, excluding temporary and seasonal employees

Full-time Employees: 30 hours weekly

**Maximum Monthly Benefit:** \$9,000

The **Minimum Monthly Benefit** will be the greater of:

- \$100; or
- 10% of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits.

**Benefit Percentage:** 69 2/3%

**When will You become eligible? (Eligibility Waiting Period)**

You will be eligible for coverage on the date on which You complete a waiting period of 1 year.

The waiting period will be reduced by the period of time You were an Active Full-time Employee with the Employer under the Prior Plan.

If you were covered under a group long term disability plan for 3 consecutive months ending just prior to date of eligibility, the waiting period will be waived for You.

**The Elimination Period** is the period of time you must be Disabled before benefits become payable. It is the first 180 consecutive day(s) of any one period of Disability.

**MAXIMUM DURATION OF BENEFITS TABLE**

<b>Age When Disabled</b>	<b>Benefits Payable</b>
Prior to Age 60	To Normal Retirement Age or 60 months, if greater
Ages 60 - 64	60 months
Ages 65 - 67	To age 70

Age 68 and over

24 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by your date of birth as follows:

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

The above table shows the maximum duration for which benefits may be paid. All other limitations of the plan will apply.

## **ELIGIBILITY AND ENROLLMENT**

### **Who are Eligible Persons?**

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

### **When will you become eligible?**

You will become eligible for coverage on either:

1. the Plan Effective Date, if you have completed the Eligibility Waiting Period; or if not
2. the date on which you complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

### **How do you enroll?**

Eligible Persons will be enrolled automatically by the Employer.

## **WHEN COVERAGE STARTS**

### **When does your coverage start?**

If you are not required to contribute toward the plan's cost, your coverage will start on the date you become eligible.

## **DEFERRED EFFECTIVE DATE**

### **When will coverage become effective if a disabling condition causes you to be absent from work on the date it is to start?**

If you are absent from work due to:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date your insurance or increase in coverage would otherwise have become effective, your effective date will be deferred. Your insurance, or increase in coverage will not become effective until you are Actively at Work for one full day.

## **CHANGES IN COVERAGE**

### **Do coverage amounts change if there is a change in your class or your rate of pay?**

Your coverage may increase or decrease on the date there is a change in your class or Monthly Rate of Basic Earnings. However, no increase in coverage will be effective unless on that date you:

1. are an Active Full-time Employee; and
2. are not absent from work due to being Disabled.

If you were so absent from work, the effective date of such increase will be deferred until you are Actively at Work for one full day.

No change in your Rate of Basic Earnings will become effective until the date we receive notice of the change.

### **What happens if the Employer changes the plan?**

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, subject to the following limitations on an increase:

1. the Deferred Effective Date provision; and
2. Pre-existing Conditions Limitations.

## **BENEFITS**

### **When do benefits become payable?**

You will be paid a monthly benefit if:

1. You become Disabled while insured under this plan;
2. You are Disabled throughout the Elimination Period;
3. You remain Disabled beyond the Elimination Period;
4. You are, and have been during the Elimination Period, under the Regular Care of a Physician; and
5. You submit Proof of Loss satisfactory to us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly.

**When will benefit payments terminate?**

We will terminate benefit payment on the first to occur of:

1. the date You are no longer Disabled as defined;
2. the date You fail to furnish Proof of Loss, when requested by us;
3. the date You are no longer under the Regular Care of a Physician, or refuse our request that You submit to an examination by a Physician;
4. the date You die;
5. the date Your Current Monthly Earnings exceed:
  - a) 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation;
  - b) an amount that is equal to 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Any Occupation;
6. the date determined from the Maximum Duration of Benefits Table shown in the Schedule of Insurance;
7. the date no further benefits are payable under any provision in this plan that limits benefit duration; or
8. the date You refuse to participate in a Rehabilitation program or, refuse to cooperate with or try:
  - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
  - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
  - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
  - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation,

provided a qualified Physician agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation; or

9. the date You refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition.

**RECURRENT DISABILITY****What happens if You Recover during the Elimination Period but become Disabled again?**

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, provided the number of days You return to work as an Active Full-time Employee are less than one-half (1/2) the number of days of Your Elimination Period shown in the Schedule of Insurance.

Any day of a period of Recovery will not count towards the Elimination Period.

After the Elimination Period, when a return to work as an Active Full-time Employee is followed by a recurrent Disability, and such Disability is:

1. due to the same cause; or
2. due to a related cause; and
3. within 6 month(s) of the return to work,

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided the Group Insurance Policy remains in force.

If You return to work as an Active Full-time Employee for 6 month(s) or more, any recurrence of a Disability will be treated as a new Disability. A new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits. The Elimination Period and Maximum Duration of Benefits Table are in the Schedule of Insurance.

The term "Period of Disability" as used in this provision means a continuous length of time during which You are Disabled under this plan.

## CALCULATION OF MONTHLY BENEFIT

### How are Disability benefits calculated?

#### Return to Work Incentive

If You remain Disabled after the Elimination Period, but work while You are Disabled, we will determine Your Monthly Benefit for a period of up to 12 consecutive months as follows:

1. multiply Your Pre-Disability Earnings by the Benefit Percentage;
2. compare the result with the Maximum Benefit; and
3. from the lesser amount, deduct Other Income Benefits.

Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds 100% of Your Pre-disability Earnings, we will reduce Your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

1. the day You first start such work; or
2. the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, we will calculate Your Monthly Benefit as follows:

1. multiply Your Monthly Income Loss by the Benefit Percentage;
2. compare the result with the Maximum Benefit; and
3. from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

#### What happens if the sum of the Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of Pre-disability Earnings?

We will reduce Your Monthly Benefit by the amount of the excess. However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

If an overpayment occurs, we may recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

#### How is the benefit calculated for a period of less than a month?

If a Monthly Benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day You were Disabled.

Benefit Percentages and Maximum Benefits are shown in the Schedule of Insurance.

## REHABILITATION

### What is Rehabilitation?

Rehabilitation is a process of working together to plan, adapt, and put into use options and services to meet Your return to work needs.

A Rehabilitation program may include, when we consider it to be appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. alternative treatment plans such as:
  - a) support groups;
  - b) physical therapy;
  - c) occupational therapy; and
  - d) speech therapy;
4. work-place modification to the extent not otherwise provided;
5. job placement; and
6. transitional work, and
7. similar services.

## FAMILY CARE CREDIT BENEFIT

### What if You must incur expenses for Family Care Services in order to participate in a Rehabilitative program?

If You are working as part of a program of Rehabilitative Employment, we will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from a Rehabilitative program, subject to the following limitations:

1. Family Care means the care or supervision of:
  - a) Your children under age 13; or
  - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
2. the maximum monthly deduction allowed for each qualifying child or family member is:
  - a) \$350 during the first 12 months of Rehabilitative Employment; and
  - b) \$175 thereafter,
  - c) but in no event may the deduction exceed the amount of Your monthly earnings;
3. Family Care Credits may not exceed a total of \$2,500 during a calendar year;
4. the deduction will be reduced proportionally for periods of less than a month;
5. the charges for Family Care must be documented by a receipt from the caregiver;
6. the credit will cease on the first to occur of the following:
  - a) You are no longer in a Rehabilitative program; or
  - b) Family Care Credits for 24 months have been deducted during Your Disability; and
7. no Family Care provided by an immediate relative of the family member receiving the care will be eligible as a deduction under this provision. An immediate relative is a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under the plan if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of Your Indexed Pre-disability Earnings.

## COST-OF-LIVING ADJUSTMENT

### How do benefits keep abreast of inflation?

Your Monthly Benefit for Total Disability may increase in accordance with the Cost-of-Living formula described below. Your Monthly Benefit may increase under this formula provided You:

1. have been Disabled for 12 consecutive months; and
2. are receiving benefits when the Cost-of-Living Adjustment is made.

### **What is the Cost-of-Living Formula?**

To apply the Cost-of-Living Formula:

1. determine the lesser of:
  - a) 3%; or
  - b) 1/2 the percentage change in the Consumer Price Index;
2. multiply the resulting percentage (%) times the Monthly Benefit for Disability being received; and
3. add the resulting amount to Your Monthly Benefit.

### **How long will Cost-of-Living Adjustments continue?**

No Cost-of-Living Adjustment will be made after You cease to be Disabled.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, we may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W.

"Totally Disabled," when used in this benefit, means that because of being Disabled, Your Current Monthly Earnings are less than 20% of Your Pre-disability Earnings.

## **SURVIVOR INCOME BENEFIT**

### **Will Your survivors receive a benefit if You should die while receiving Disability Benefits?**

If You die while receiving benefits under this plan, a Survivor Benefit will be payable to:

1. Your surviving Spouse or Domestic Partner; or
2. Your surviving Child(ren), in equal shares, if there is no surviving Spouse or Domestic Partner.

If a minor Child is entitled to benefits, we may, at our option, make benefit payments to the person caring for and supporting the Child until a legal guardian is appointed.

The Benefit is one payment of an amount that is 3 times the lesser of:

1. Your Monthly Income Loss multiplied by the Benefit Percentage; or
2. the Maximum Monthly Benefit shown in the Schedule of Insurance.

If there is no surviving Spouse or Domestic Partner or Child(ren), payment will be made to Your estate, unless there is none. In this case, no payment will be made.

However, we will first apply the Survivor Benefit to any overpayment which may exist on Your claim.

The following terms apply to this Benefit:

"Spouse" means Your wife or husband or Domestic Partner who:

1. is mentally competent; and
2. was not legally separated from You at the time of Your death.

"Child" means Your son or daughter under age 25 who is dependent on You for financial support.

To be eligible for the benefit payment, any person claiming to be a Domestic Partner may be required to verify, under oath, and to our satisfaction, the facts and circumstances demonstrating the validity and existence of the domestic partnership.

## WORKPLACE MODIFICATION BENEFIT

### **Will our Rehabilitation program provide for modifications to the workplace to accommodate a Disabled employee's return to work?**

We will reimburse Your Employer for the expense of reasonable modifications to Your workplace to accommodate Your Disability and enable You to return to work as an Active Full-time Employee. To qualify for this benefit:

1. Your Disability must be covered by this plan;
2. the Employer must agree to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the essential duties of Your job; and
3. any proposed modifications must be approved in writing by us.

Benefits paid for such workplace modification shall not exceed the amount equal to Your Pre-disability Earnings multiplied by the Benefit Percentage.

We have the right, at our expense, to have You examined or evaluated by:

1. a physician or other health care professional; or
2. a vocational expert or rehabilitation specialist,

of our choice so that we may evaluate the appropriateness of any proposed modification.

The Employer's costs for approved modifications will be reimbursed after:

1. the proposed modifications made on Your behalf are complete;
2. we have been provided written proof of the expenses incurred to provide such modification; and
3. You have returned to work as an Active Full-time Employee.

This Workplace Modification benefit will not be payable if:

1. the Employer does not incur any cost in making the modification;
2. we have not given written approval of the modification prior to expenses being incurred; or
3. You become self-employed, or return to work for another employer.

**Workplace Modification** means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of this plan.

## PENSION CONTRIBUTION BENEFIT

### **Does this plan also cover contributions to a Pension Plan?**

If You:

1. become Disabled while You are covered under this Pension Contribution Benefit;
2. remain Disabled for 180 days of one continuous period of Disability; and
3. are receiving a Monthly Benefit under this plan,

a Pension Contribution Benefit will be payable to the trustee or administrator of Your Pension Plan for deposit to Your pension account.

The Pension Contribution Benefit amount will be 15% of your Pre-disability Earnings.

Payments under this benefit are made according to the rules and regulations of the Internal Revenue Service and the provisions of Your Pension Plan. Any such payment that can not be paid to the trustee or administrator of Your Pension Plan will be paid to a deferred annuity account designated by You.

### **How long will payments be made under this benefit?**

No Pension Contribution Benefit will be payable after Your Monthly Benefit for Disability ends for any reason.

**Pension Plan** means, for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension plan, profit sharing plan, or other plan approved by us, in which You are participating as a result of Your employment with the Employer.

## PRE-EXISTING CONDITIONS LIMITATIONS

### **Are there any other limitations on coverage?**

No benefit will be payable under the plan for any Disability that is due to, contributed to by, or results from a Pre-existing Condition, unless such Disability begins after the last day of 5 consecutive day(s) during which you have been continuously insured under this plan.

The amount of a benefit increase, which results from a change in benefit options, a change of class or a change in the plan, will not be paid for any Disability that is due to, contributed to by, or results from a Pre-existing condition, unless such Disability begins after the last day of 5 consecutive day(s) during which you have been continuously insured for the increased benefit amount.

### **Pre-existing Condition** means:

1. any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
2. any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which you received Medical Care during the 30 day period that ends the day before:

1. your effective date of coverage or the effective date of a Change in Coverage; and
2. you have been actively at work for less than 5 consecutive days after your effective date in coverage or the effective date of a Change in Coverage.

### **Medical Care** is received when:

1. a Physician is consulted or medical advice is given; or
2. treatment is recommended, prescribed by, or received from a Physician.

Treatment includes but is not limited to:

1. medical examinations, tests, attendance or observation; and
2. use of drugs, medicines, medical services, supplies or equipment.

## CONTINUITY FROM A PRIOR PLAN

### **Is there continuity of coverage from a Prior Plan?**

If you were:

1. insured under the Prior Plan;
2. Actively at Work; and
3. not eligible to receive benefits under the Prior Plan,

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply to you.

For purposes of this continuity of coverage provision only, you shall be considered actively at work while on any scheduled leave of absence for reasons other than your own Disability or any regularly scheduled vacation day, holiday or weekend day, or any unscheduled absence for reasons other than your own Disability otherwise permitted by Employer normal leave or absence policies.

If you become insured under the Group Insurance Policy on the Plan Effective Date and were covered under the Prior Plan on the day before the Plan Effective Date, the Pre-existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the Plan Effective Date, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

However, the Pre-existing Conditions Limitation will apply after the Plan Effective Date to the amount of a benefit increase which results from a change in benefit options, a change of class or a change in the Plan.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:

1. the Monthly Benefit which was paid by the Prior Plan; or
2. the Monthly Benefit provided by this plan.

No payment shall be made after the earlier to occur of:

1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under this plan.

If you received Monthly Benefits for Disability under the Prior Plan, and:

1. you returned to work as an Active Full-time Employee before the Effective Date of this plan;
2. within 6 months of the return to work, you have a recurrence of the same Disability under this plan; and
3. there are no benefits available for the recurrence under the Prior Plan,

the Elimination Period of this plan, which would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

**Prior Plan** means the long term disability insurance carried by the Policyholder on the day before the Plan Effective Date.

## EXCLUSIONS

### What Disabilities are not covered?

The plan does not cover, and no benefit shall be paid for any Disability:

1. unless you are under the Regular Care of a Physician;
2. that is caused or contributed to by war or act of war (declared or not);
3. caused by your commission of or attempt to commit a felony, or to which a contributing cause was your being engaged in an illegal occupation; or
4. caused or contributed to by an intentionally self-inflicted injury.

If you are receiving or are eligible for benefits for a Disability under a prior disability plan that:

1. was sponsored by the Employer; and
2. was terminated before the Effective Date of this plan,

no benefits will be payable for the Disability under this plan.

## TERMINATION

### **When does your coverage terminate?**

You will cease to be covered on the earliest to occur of the following dates:

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution;
5. the date you cease to be an Active Full-time Employee in an eligible class including:
  - a) temporary layoff;
  - b) leave of absence; or
  - c) a general work stoppage (including a strike or lockout); or
6. the date your Employer ceases to be a Participant Employer, if applicable.

### **May coverage be continued during a temporary layoff?**

If you are temporarily laid off, the Employer may continue your insurance for 3 month(s) following the month coverage would have terminated subject to the following:

1. the required premium must be paid;
2. your benefit level, or the amount of earnings upon which your benefits may be based, will be that in effect on the day before said layoff commenced; and
3. such continuation will cease immediately if one of the following events should occur:
  - a) the layoff becomes permanent;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or you;
  - d) the Group Insurance Policy no longer insures your class; or
  - e) your Employer ceases to be a Participant Employer, if applicable.

### **May coverage be continued during a leave of absence?**

If you are granted a leave of absence, the Employer may continue your insurance for 3 month(s) following the month coverage would have terminated subject to the following:

1. the leave authorization is in writing or is documented as a leave for military purposes;
2. the required premium must be paid;
3. your benefit level, or the amount of earnings upon which your benefits may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or you;
  - d) the Group Insurance Policy no longer insures your class; or
  - e) your Employer ceases to be a Participant Employer, if applicable.

If You are on a documented sabbatical, Your coverage may be continued for 12 consecutive month(s) following the month in which the sabbatical commenced. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.

### **Does your coverage continue if your employment terminates because you are Disabled?**

If you are Disabled and you cease to be an Active Full-time Employee, your insurance will be continued:

1. during the Elimination Period while you remain Disabled by the same Disability; and
2. after the Elimination Period for as long as you are entitled to benefits under the Policy.

### **Must premiums be paid during a Disability?**

No premium will be due for you:

1. after the Elimination Period; and
2. for as long as benefits are payable.

**Do benefits continue if the plan terminates?**

If you are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as you remain Disabled by the same Disability; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no effect on our liability under this provision.

**May coverage be continued during a family or medical leave?**

If you are granted a leave of absence according to the Family and Medical Leave Act of 1993, your Employer may continue your insurance for up to 12 weeks, or longer if required by state law, following the date your coverage would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for you must be paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or you;
  - d) the Group Insurance Policy no longer insures your class; or
  - e) your Employer ceases to be a Participant Employer, if applicable.

**CONVERSION PRIVILEGE****Under what conditions can your Long Term Disability Coverage be converted to another plan?**

If your insurance terminates because:

1. your employment ends for a reason other than your retirement; or
2. you are no longer in an eligible class,

and if:

1. you have been continuously insured for at least 12 consecutive months under this plan or under this plan and the Prior Plan;
2. you are under the Limiting Age, if any is shown in the Schedule of Insurance;
3. a Disability is not preventing you from performing duties of Your Occupation;
4. the insurance for your class or the plan has not terminated;
5. you are not eligible for coverage under the plan under another class; and
6. you are not eligible or covered for similar benefits under another group plan or an individual policy,

then you are eligible to enroll for personal insurance under another group policy called the Group Long Term Disability Conversion Policy.

Prior Plan, as used in this Conversion Privilege provision, means the plan of group long term disability insurance that was provided or sponsored by the Employer and terminated on the day before the Plan Effective Date.

**How to convert**

To obtain coverage under the Group Long Term Disability Conversion Policy, the following must be done within 31 days of the termination of group insurance:

1. a written enrollment request must be made to us; and
2. the required premium and enrollment fee for the conversion policy must be paid.

If the preceding conditions are met, we will issue to you a certificate of insurance under the Group Long Term Disability Conversion Policy. Such coverage will:

1. be issued without medical evidence of insurability;
2. be on one of the forms then being issued by us for conversion purposes; and
3. be effective on the day following the date your insurance under this plan terminates.

The coverage available under the conversion policy may differ from this plan. The terms of the Group Long Term Disability Conversion Policy, including:

1. the type and amount of coverage provided; and
2. the premium payable,

will be determined by the kinds of insurance being provided by the Group Long Term Disability Conversion Policy at the time such enrollment request is made.

## **GENERAL PROVISIONS**

### **What happens if facts are misstated?**

If material facts about You were not stated accurately:

1. Your 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.

No statement made by You relating to Your 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 lifetime. In order to be used, the statement must be in writing and signed by You.

### **When should we be notified of a claim?**

You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include Your name, Your address and the Group Insurance Policy number.

### **Are special forms required to file a claim?**

When we receive a notice of claim, You will be sent forms for providing us with Proof of Loss. We will send these forms within 15 days after receiving a notice of claim. If we do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

### **What is Proof of Loss?**

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

1. documentation of:
  - a) the date Your Disability began;
  - b) the cause of Your Disability;
  - c) the prognosis of Your Disability;
  - d) Your Earnings or income, including but not limited to copies of Your filed and signed federal and state tax returns; and
  - e) evidence that You are under the Regular Care of a Physician;
2. any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
3. the names and addresses of all:
  - a) Physicians and practitioners of healing arts You have seen or consulted;
  - b) hospitals or other medical facilities in which You have been seen or treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
4. Your signed authorization for us to obtain and release:
  - a) medical, employment and financial information; and
  - b) any other information we may reasonably require;
5. Your signed statement identifying all Other Income Benefits; and
6. proof that You and Your dependents have applied for all Other Income Benefits which are available. You will not be required to claim any retirement benefits which You may only get on a reduced basis.

All proof submitted must be satisfactory to us.

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

Written Proof of Loss must be sent to us within 90 days after the start of the period for which we owe payment. If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible; but
3. not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability. In such cases, we must receive the proof within 30 days of the request.

**What additional Proof of Loss is Hartford Life entitled to?**

To assist us in determining if You are Disabled, or to determine if You meet any other term or condition of the policy, we have the right to require You to:

1. meet and interview with our representative; and
2. be examined by a doctor, vocational expert, functional expert, or other medical or vocational professional of our choice.

Any such interview, meeting or examination will be:

1. at our expense; and
2. as reasonably required by us.

We reserve the right to determine if Your Proof of Loss is satisfactory. Unless we determine You have a valid reason for refusal, we may deny, suspend or terminate Your benefits if You refuse to be examined, or meet to be interviewed.

**When must one apply for Social Security Benefits?**

Upon Hartford Life's request, You must apply for Social Security disability benefits. You must apply within 45 days from the date of Hartford Life's request. If the Social Security Administration denies Your claim for benefits, You will be required to follow the process established by the Social Security Administration to:

1. request a reconsideration of the denial; and
2. if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals on Your claim for Social Security benefits.

**How does Hartford Life estimate disability benefits under the United States Social Security Act?**

We reserve the right to reduce Your Monthly Benefit by estimating the Social Security disability benefits You or Your Dependent may be eligible to receive.

When we determine that You or Your Dependent may be eligible for benefits, we may estimate the amount of these benefits. We may reduce Your Monthly Benefit by the estimated amount.

Your Monthly Benefit will not be reduced by estimated Social Security disability benefits if:

1. You apply for Social Security disability benefits and pursue all required appeals in accordance with the provision entitled "When must one apply for Social Security Benefits?"; and
2. You have signed a form authorizing the Social Security Administration to release information about awards directly to us; and
3. You have signed and returned Hartford Life's reimbursement agreement, which confirms that You agree to repay all overpayments.

If we have reduced Your Monthly Benefit by an estimated amount and:

1. You or Your Dependent are later awarded Social Security disability benefits, we will adjust Your Monthly Benefit when we receive proof of the amount awarded; or
2. Your application for Social Security disability benefits has been denied, we will adjust Your Monthly Benefit when You provide us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If we have not reduced Your Monthly Benefit by an estimated Social Security disability benefit, we will adjust Your Monthly Benefit upon receipt of proof of the amount of Social Security disability benefits awarded.

If we owe You a refund, we will make such refund in a lump sum. If Your Monthly Benefit has been overpaid, You must make a lump sum refund to us equal to all overpayments, in accordance with the provision entitled “How does Hartford Life exercise the right to recover overpayments?”

**When does an overpayment occur?**

An overpayment occurs:

1. when we determine that the total amount we have paid in benefits is more than the amount that was due to You under the plan; or
2. when payment is made by us that should have been made under another group plan.

This includes, but is not limited to, overpayments resulting from:

1. retroactive awards received from sources listed in the Other Income Benefits definition;
2. failure to report, or late notification to us of any Other Income Benefit(s) or earned income;
3. misstatement;
4. fraud; or
5. any error we may make.

In case of an overpayment, we have the right to recover the payment from one or more of the following:

1. You;
2. any other organization;
3. any other insurance company; and
4. any other person to or for whom payment was made.

**How does Hartford Life exercise the right to recover overpayments?**

We have the right to recover from You any amount that we determine to be an overpayment. You have the obligation to refund to us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under this Plan.

If benefits are overpaid on any claim, You must reimburse Hartford Life within 30 days.

If reimbursement is not made in a timely manner, Hartford Life has the right to:

1. recover such overpayments from Your estate;
2. reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
3. refer Your unpaid balance to a collection agency; and
4. pursue and enforce all its legal and equitable rights in court.

**Who gets the benefit payments?**

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to Your estate, a person who is a minor or a person who is not legally competent, then we may pay up to \$1,000 to any of Your relatives who is entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid.

**When are payment checks issued?**

When we determine that You are Disabled and eligible to receive benefits, we will pay accrued benefits at the end of each month that You are Disabled. We may, at our option, make an advance benefit payment based on our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as satisfactory Proof of Loss is received.

**What notification will You receive if Your claim is denied?**

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

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

### **What recourse do You have if Your claim is denied?**

On any claim, You or Your representative may appeal to us for a full and fair review. You may:

1. request a review upon written application within 180 days of the claim denial;
2. request copies of all documents, records, and other information relevant to Your claim; and
3. submit written comments, documents, records and other information relating to Your claim.

We will make a decision no more than 45 days after we receive Your appeal unless we determine special circumstances exist that require an extension of time to process the appeal. If Your appeal requires extension, we will make our decision no more than 90 days after we receive Your appeal. The written decision will include specific references to the Policy provisions on which the decision is based.

### **When can legal action be started?**

Legal action cannot be taken against us:

1. sooner than 60 days after due Proof of Loss has been furnished; or
2. three years after the time written Proof of Loss is required to be furnished according to the terms of the Policy (five years in Kansas; six years in South Carolina).

### **What are our subrogation rights?**

If an Insured Person:

1. suffers a Disability because of the act or omission of a third party;
2. becomes entitled to and is paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. does not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time,

then we will be subrogated to any rights the Insured Person may have against the third party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability.

### **How do we deal with fraud?**

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

## **DEFINITIONS**

The terms listed will have these meanings.

### **Actively at Work**

You will be considered to be actively at work with your Employer on a day which is one of your Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a Full-time basis on that day. You will be deemed to be actively at work on a day which is not one of your Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

**Active Full-time Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. The employee must work the number of hours in the Employer's normal work week. This must be at least the number of hours indicated in the Schedule of Insurance.

**Any Occupation** means an occupation for which you are qualified by education, training or experience, and that has an earnings potential greater than an amount equal to the lesser of 80% of your Indexed Pre-disability Earnings and the Maximum Monthly Benefit shown in the Schedule of Insurance.

**Current Monthly Earnings** means the monthly earnings you receive from:

1. the Employer while Disabled;
2. other employment.

However, if the other employment is a job you held in addition to Active Full-time Employment with the Employer, then:

1. during the Elimination Period, and while eligible to receive benefits for being Disabled from Your Occupation;
2. any earnings from this other employment will be Current Monthly Earnings only to the extent that such earnings exceed the average monthly earnings you were receiving from this other job during the 6 month period immediately prior to becoming Disabled.

Current Monthly Earnings will also include the amount of pay for another or modified job position, which may be offered to you by the Employer or other employer, if you refuse the offer. The requirements of such position must be within your capabilities as described by your Physician, and consistent with your education, training and experience.

**Disability or Disabled** means:

1. during the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation;
2. for the 24 months following the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation, and as a result your Current Monthly Earnings are less than 80% of your Indexed Pre-disability Earnings;
3. after that, you are prevented from performing one or more of the Essential Duties of Any Occupation.

If at the end of the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation, but your Current Monthly Earnings are greater than 80% of your Pre-disability Earnings, your Elimination Period will be extended for a total period of 12 months from the original Date of Disability, or until such time as your Current Monthly Earnings are less than 80% of your Pre-disability Earnings, whichever occurs first.

Your Disability must be the result of:

1. accidental bodily injury;
2. sickness;
3. Mental Illness;
4. Substance Abuse; or
5. pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, alone, does not mean that you are Disabled.

**Employer** means the Policyholder.

**Essential Duty** means a duty that:

1. is substantial, not incidental;
2. is fundamental or inherent to the occupation; and
3. can not be reasonably omitted or changed.

To be at work for the number of hours in your regularly scheduled workweek is also an Essential Duty.

**Indexed Pre-disability Earnings** when used in this policy means your Pre-disability Earnings adjusted annually by adding the lesser of:

1. 10%; or
2. the percentage change in the Consumer Price Index (CPI-W).

The adjustment is made January 1st each year after you have been Disabled for 12 consecutive months, and if you are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, we may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31st, and the prior year's CPI-W as of July 31st, divided by the prior year's CPI-W.

**Mental Illness** means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations of psychological, behavioral or emotional disorders, but excluding demonstrable, structural brain damage.

**Monthly Benefit** means a monthly sum payable to you while you are Disabled, subject to the terms of the Group Insurance Policy.

**Monthly Income Loss** is the difference of your Pre-disability Earnings less your Current Monthly Earnings.

**Monthly Rate of Basic Earnings** means your regular monthly rate of pay from the Employer just prior to the date you become Disabled:

1. including contributions you make through a salary reduction agreement with the Employer to:
  - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - b) an executive non qualified deferred compensation arrangement; or
  - c) a salary reduction arrangement under an IRC Section 125 plan; and
2. not including bonuses, commissions, overtime pay or expense reimbursements for the same period as above.

**Other Income Benefits** mean the amount of any benefit for loss of income, provided to you or to your family, as a result of the period of Disability for which you are claiming benefits under this plan. This includes any such benefits for which you or your family are eligible or that are paid to you, to your family or to a third party on your behalf, pursuant to any:

1. temporary disability benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
2. governmental law or program that provides disability or unemployment benefits as a result of your job with the Employer;
3. plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the Employer or as a result of membership in or association with any group, association, union or other organization, including benefits required by state law, under an Employer sponsored short term disability program or under a salary continuation program;
4. mandatory "no-fault" automobile insurance plan;
5. disability benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act,that you, your spouse and children are eligible to receive because of your Disability; or
6. disability benefit from the Veteran's Administration, or any other foreign or domestic governmental agency:
  - a) that begins after you become Disabled; or
  - b) if you were receiving the benefit before becoming Disabled, the amount of any increase in the benefit that is attributed to your Disability.

Other Income Benefits also mean any payments that are made to you, your family, or to a third party on your behalf, pursuant to any:

1. disability benefit under the Employer's Retirement Plan;
2. permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges of such benefits;
3. portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings;
4. retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
  - a) you were receiving it prior to becoming Disabled; or
  - b) you immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.

Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by your after-tax contributions; or

5. retirement benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act; the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act,that you, your spouse and children receive because of your retirement, unless you were receiving them prior to becoming Disabled.

If you are paid Other Income Benefits in a lump sum or settlement, you must provide proof satisfactory to us of:

1. the amount attributed to loss of income; and
2. the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If you cannot or do not provide this information, we will assume the entire sum to be for loss of income, and the time period to be 24 months. We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of your claim. Please see the provision entitled, "What happens if benefits are overpaid?"

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

1. takes effect after the date benefits become payable under this plan; and
2. is a general increase which applies to all persons who are entitled to such benefits.

**Physician** means a person who is:

1. a doctor of medicine, osteopathy, psychology or other healing art recognized by us;
2. licensed to practice in the state or jurisdiction where care is being given; and
3. practicing within the scope of that license.

**Pre-disability Earnings** means your Monthly Rate of Basic Earnings in effect on the day before you became Disabled.

**Prior Plan** means the long term disability insurance carried by the Employer on the day before the Plan Effective Date.

**Recover** or **Recovery** means that you are no longer Disabled and have returned to work with the Employer and premiums are being paid for you.

**Regular Care of a Physician** means you are attended by a Physician, who is not related to you:

1. with medical training and clinical experience suitable to treat your disabling condition; and
2. whose treatment is:
  - a) consistent with the diagnosis of the disabling condition;
  - b) according to guidelines established by medical, research and rehabilitative organizations; and
  - c) administered as often as needed,

to achieve the maximum medical improvement.

**Retirement Plan** means a defined benefit or defined contribution plan that provides benefits for your retirement and which is not funded wholly by your contributions. It does not include:

1. a profit sharing plan;
2. thrift, savings or stock ownership plans;
3. a non-qualified deferred compensation plan; or
4. an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan or 403(b) plan.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

**We, us or our** means the Hartford Life and Accident Insurance Company.

**You, your, Insured Person** means the Insured Person to whom this Booklet-certificate is issued.

**Your Occupation**, if used in this Booklet-certificate, means your occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job you are performing for a specific employer or at a specific location.

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## TABLE OF CONTENTS

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### Group Life Insurance Benefits

	PAGE
CERTIFICATE OF INSURANCE.....	24
SCHEDULE OF INSURANCE .....	25
Who is eligible for coverage? .....	25
When will You become eligible? (Eligibility Waiting Period) .....	25
When will You become eligible for Dependent Coverage? .....	25
What is the Guaranteed Issue Amount?.....	25
What is Evidence of Good Health? .....	25
When will Evidence of Good Health be required?.....	25
What Life benefits are available to You?.....	26
What AD&D Benefits are available to You? .....	28
What reductions in Your coverage will occur due to Your age?.....	28
What benefits are available to Your Dependents?.....	28
ELIGIBILITY AND ENROLLMENT .....	30
Must You contribute toward the cost of coverage? .....	30
What is the Deferred Effective Date provision for employees? .....	31
When does coverage for Your Dependent(s) start? .....	31
What is the Deferred Effective Date provision for Dependents? .....	32
When are changes effective?.....	32
BENEFITS.....	33
Life Insurance Benefit .....	33
Accelerated Death Benefit .....	33
Accidental Death and Dismemberment (AD&D) Benefit .....	34
TERMINATION .....	37
When does Your coverage terminate?.....	37
Under what conditions can Your insurance be continued under the continuation provisions? .....	37
When does Dependent Coverage terminate?.....	40
Under what conditions can Dependent child insurance be continued?.....	40
PORTABILITY .....	40
CONVERSION PRIVILEGE .....	41
GENERAL PROVISIONS .....	42
DEFINITIONS.....	43



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
Hartford, Connecticut  
(Herein called Hartford Life)

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**CERTIFICATE OF INSURANCE**

Under  
**The Group Insurance Policy**  
As of the  
**Effective Date**  
Issued by  
**HARTFORD LIFE**  
to  
**The Policyholder**

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This is to certify that We have issued and delivered the Group Insurance Policy (Policy) to the Policyholder. The Policy insures the Policyholder's employees who:

- are eligible for the insurance;
- become insured; and
- continue to be insured,

according to the terms of the Policy.

The terms of the Policy which affect an employee's insurance are summarized in the following pages.

This Certificate of Insurance, and the following pages, will become Your Booklet-certificate. The Booklet-certificate is a part of the Policy. This Booklet-certificate replaces any other which We may have issued to the Policyholder to give to You under the Policy specified herein.

**Richard G. Costello, Secretary**

**Thomas M. Marra, President**

Some of the terms used within this Booklet-certificate are capitalized and have special meanings. Please refer to the definitions at the end of this Booklet-certificate when reading about Your benefits.

## SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

The Policyholder: SAGINAW VALLEY STATE UNIVERSITY

The Policy Number: GL-675626

Policy Effective Date: December 1, 2005

### **THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF DECEMBER 1, 2006.**

Anniversary Date: January 1 of each year, beginning in 2009.

#### **Who is eligible for coverage?**

Eligible Class(es): All Active Full-time Administrative Professionals, University Police and Support Staff Employees who are U.S. citizens or U.S. residents, excluding temporary and seasonal employees

All persons who are eligible for employee coverage will be eligible for coverage for Dependents.

#### **When will You become eligible? (Eligibility Waiting Period)**

You are eligible on the later of either the Policy Effective Date or the date You enter an eligible class.

#### **When will You become eligible for Dependent Coverage?**

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

1. the date You become eligible for employee coverage; or
2. the date You acquire Your first Dependent.

#### **What is the Guaranteed Issue Amount?**

This is the Amount of Insurance for which We do not require Evidence of Good Health. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

#### **What is Evidence of Good Health?**

Evidence of Good Health is information about a person's health from which We can determine if coverage or increases in coverage will be effective. Information may include questionnaires, physical exams, or written documentation as required by Us.

Inquiries as to the status of Your submission of Evidence of Good Health should be addressed to Your Employer and/or Benefit Administrator. We, Your Employer and/or Benefit Administrator will notify You of approvals. We will notify You, in writing, of any disapprovals.

#### **When will Evidence of Good Health be required?**

Evidence of Good Health is required if:

1. You enroll for coverage more than 31 days after the date You are first eligible to do so for any amount of Life Insurance for Yourself or Your Spouse; or
2. You elect no coverage when eligible to do so and later opt for coverage for any Amount of Life Insurance for Yourself or Your Spouse.

Evidence of Good Health is also required if You elect to increase coverage for Yourself to any higher option.

Evidence of Good Health must be provided at Your own expense.

If Evidence of Good Health is not approved in the situation(s) described above, no coverage, including the Guaranteed Issue Amount, will become effective.

Evidence of Good Health is also required if the Amount of Insurance You request for Your Dependents exceeds the Guaranteed Issue Amount for any coverage.

If Evidence of Good Health is not approved in this situation, Your Dependents are eligible for the amount You requested for which Evidence of Good Health was not required.

Additionally, once approved, Evidence of Good Health will be required again only if Your or Your Dependents Amount of Life Insurance is greater than the Guarantee Issue Amount and You increase Your or Your Dependents coverage election.

**Are there exceptions to the Evidence of Good Health requirement for late enrolling Dependents?**

This Evidence of Good Health requirement will be waived for Your Dependent spouse and/or Dependent children, if:

1. You do not elect coverage for Your spouse when first eligible to do so, but, within 31 days following the date You acquire Your first child, You elect spouse coverage; or
2. Your spouse and children were previously covered for life benefits provided by Your spouse's employer group plan; and
  - a) Your spouse and children have ceased to be covered under the employer's group plan due to Your spouse's loss of employment or cancellation of that group plan;
  - b) Your spouse and children provide Us with proof of prior coverage, including the date of termination, when applying for Dependent Coverage; and
  - c) coverage with Us is requested within 31 days of Your spouse's loss of coverage.

Dependents who qualify for this waiver will be subject to all other conditions, restrictions and limitations of the Policy.

**AMOUNT OF LIFE INSURANCE  
Employee Only**

**What Life benefits are available to You?**

With respect to Administrative Professionals and University Police earning less than \$50,000 annually and Support Staff:

**Option 1:**

**Basic Amount of Life Insurance:**

An amount equal to 4 times Your annual rate of basic Earnings, rounded to the next higher multiple of \$1,000, if not already such a multiple, subject to a maximum of \$500,000.

In no event however will Your Basic Amount of Life Insurance be less than \$10,000.

With respect to those avoiding imputed income,

**Option 2:**

**Basic Amount of Life Insurance:**

An amount equal to \$50,000.

With respect to Administrative Professionals and University Police earning \$50,000 or more annually:

**Option 1:**

**Basic Amount of Life Insurance:**

An amount equal to 3 times Your annual rate of basic Earnings, rounded to the next higher multiple of \$1,000, if not already such a multiple, subject to a maximum of \$500,000.

In no event however will Your Basic Amount of Life Insurance be less than \$10,000.

With respect to those avoiding imputed income,

**Option 2:**

**Basic Amount of Life Insurance:**

An amount equal to \$50,000.

With respect to Administrative Professionals and University Police earning less than \$50,000 annually and Support Staff:

**Supplemental Amount of Life Insurance:**

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

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

The Amount You elect is indicated on Your group enrollment form.

Your Amount of Life Insurance will be reduced by any life benefit:

1. paid to You under an accelerated death benefit in the Prior Plan; and
2. in force for You under any disability extension provision of the Prior Plan.

In no event shall the combined amount of:

- Basic Life Insurance
- Supplemental Life Insurance

exceed \$500,000. In the event the combined amount of such coverages would exceed \$500,000, any necessary reductions shall come first from the Supplemental Life Insurance and then, if necessary, from the Basic Life Insurance.

With respect to Administrative Professionals and University Police earning \$50,000 or more annually:

**Supplemental Amount of Life Insurance:**

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

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

The Amount You elect is indicated on Your group enrollment form.

Your Amount of Life Insurance will be reduced by any life benefit:

1. paid to You under an accelerated death benefit in the Prior Plan; and
2. in force for You under any disability extension provision of the Prior Plan.

In no event shall the combined amount of:

- Basic Life Insurance
- Supplemental Life Insurance

exceed \$500,000. In the event the combined amount of such coverages would exceed \$500,000, any necessary reductions shall come first from the Supplemental Life Insurance and then, if necessary, from the Basic Life Insurance.

**If You convert, does it affect the Amount of Life Insurance benefit payable?**

The Amount of Life Insurance under the Policy will be reduced by the amount of the individual life insurance issued in accordance with the Conversion Privilege for reasons other than reductions in coverage.

**ACCIDENTAL DEATH, DISMEMBERMENT  
AND LOSS OF SIGHT BENEFIT (AD&D)  
Employee Only**

**What AD&D Benefits are available to You?**

**Basic Principal Sum:**

An amount which equals the Basic Amount of Life Insurance in force for You.

Although Evidence of Good Health is not required for AD&D benefits, the Principal Sum will not exceed the Amount of Life Insurance for which You are insured.

**REDUCED AMOUNTS OF INSURANCE**

**What reductions in Your coverage will occur due to Your age?**

Your Amount of Life Insurance and Principal Sum will decrease by 35% on the Anniversary Date which occurs on or next follows the date You attain age 70 and by 50% when You attain age 75. The reduction will apply to the Amount of Life Insurance and Principal Sum in force immediately prior to the first reduction made.

Additionally, if:

1. You become insured under the Policy; or
2. Your coverage increases,

on or after the date You attain age 70, We reduce the amount of coverage for which You would otherwise be eligible in the same manner.

Reduced amounts of Life Insurance and Principal Sum will be rounded to the next higher multiple of \$500, if not already such a multiple.

**AMOUNT OF LIFE INSURANCE  
Dependent Only**

**What Life benefits are available to Your Dependents?**

**Option 1:**

**Supplemental Dependent Spouse:**

An amount equal to \$10,000 not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee.

**Supplemental Dependent Children:**

less than 6 month(s) of age:	\$1,000
6 month(s) of age or older:	\$5,000

The Amount You elect is indicated on Your group enrollment form.

**Option 2:**

**Supplemental Dependent Spouse:**

An amount equal to \$10,000 not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee.

**Supplemental Dependent Children:**

less than 6 month(s) of age: \$1,000  
6 month(s) of age or older: \$10,000

The Amount You elect is indicated on Your group enrollment form.

**Option 3:**

**Supplemental Dependent Spouse:**

An amount equal to \$25,000 not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee.

**Supplemental Dependent Children:**

less than 6 month(s) of age: \$1,000  
6 month(s) of age or older: \$5,000

The Amount You elect is indicated on Your group enrollment form.

**Option 4:**

**Supplemental Dependent Spouse:**

An amount equal to \$25,000 not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee.

**Supplemental Dependent Children:**

less than 6 month(s) of age: \$1,000  
6 month(s) of age or older: \$10,000

The Amount You elect is indicated on Your group enrollment form.

**Option 5:**

**Supplemental Dependent Spouse:**

- a) a Guaranteed Issue Amount equal to \$25,000 without Evidence of Good Health, not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee; or
- a) a maximum amount equal to \$50,000 with Evidence of Good Health, not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee.

**Supplemental Dependent Children:**

less than 6 month(s) of age: \$1,000  
6 month(s) of age or older: \$5,000

The Amount You elect is indicated on Your group enrollment form.

**Option 6:**

**Supplemental Dependent Spouse:**

- a) a Guaranteed Issue Amount equal to \$25,000 without Evidence of Good Health, not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee; or
- b) a maximum amount equal to \$50,000 with Evidence of Good Health, not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee.

**Supplemental Dependent Children:**

less than 6 month(s) of age: \$1,000  
6 month(s) of age or older: \$10,000

The Amount You elect is indicated on Your group enrollment form.

**Option 7:**

**Supplemental Dependent Spouse:**

- a) a Guaranteed Issue Amount equal to \$25,000 without Evidence of Good Health, not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee; or
- c) a maximum amount equal to \$100,000 with Evidence of Good Health, not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee.

**Supplemental Dependent Children:**

less than 6 month(s) of age: \$1,000  
 6 month(s) of age or older: \$5,000

The Amount You elect is indicated on Your group enrollment form.

**Option 8:**

**Supplemental Dependent Spouse:**

- a) a Guaranteed Issue Amount equal to \$25,000 without Evidence of Good Health, not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee; or
- d) a maximum amount equal to \$100,000 with Evidence of Good Health, not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee.

**Supplemental Dependent Children:**

less than 6 month(s) of age: \$1,000  
 6 month(s) of age or older: \$10,000

The Amount You elect is indicated on Your group enrollment form.

**ELIGIBILITY AND ENROLLMENT**

**Must You contribute toward the cost of coverage?**

With respect to Basic Life Insurance and AD&D coverage, You do not contribute toward the cost.

With respect to Supplemental Life Insurance and Supplemental Dependent Life Insurance coverage, You must contribute toward the cost.

**How do You enroll?**

To enroll You must:

- 1. complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2. deliver it to the Employer.

If You do not enroll within 31 days after becoming eligible, the following limitations will apply to a later enrollment:

- 1. You must submit Evidence of Good Health; and
- 2. You may not enroll until:
  - a) an Annual Enrollment Period; or
  - b) You have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period or within 31 days of the Change in Family Status.

The Annual Enrollment Period is determined by Your Employer on a yearly basis.

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

A Change in Family Status means:

1. Your marriage, or entrance into a domestic partnership, or the birth or adoption of a child, or becoming the legal guardian of a child;
- d) the death of or divorce from Your spouse or dissolution of a domestic partnership;
3. the death of or emancipation of a child;
4. spouse's loss of employment which results in a loss of group insurance; or
5. change in classification from Part-time to Full-time or from Full-time to Part-time.

**When does coverage start?**

Your coverage will start on the latest of the dates determined below:

1. the date You become eligible, if You enroll or have enrolled by then;
2. the date on which You enroll, if You do so within 31 days after the date You are eligible;
3. the date We approve Evidence of Good Health which We may have required; or
4. the first day of the month following the Annual Enrollment Period if You enroll during an Annual Enrollment Period.

All of the above effective dates are subject to the Deferred Effective Date provision.

**What is the Deferred Effective Date provision for employees?**

If You are absent from work due to a physical or mental condition on the date Your insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of Your insurance, any increase in insurance or the additional benefit will be deferred until the date You return to work as an Active Full-time Employee.

**Are there exceptions to the Deferred Effective Date provision?**

If You were insured under the Prior Plan on the day before the Policy Effective Date and You would be eligible for coverage on the Policy Effective Date except that You are not able to meet the requirements of the Deferred Effective Date provision, then:

1. the Deferred Effective Date provision will not apply to the original effective date of coverage; and
2. the coverage amount shown in the Schedule of Insurance will not apply to You.

Instead, You will be considered to be insured and Your coverage amount will be the lesser of:

1. the Amount of Life Insurance and Principal Sum under the Prior Plan; or
2. the Amount of Life Insurance and Principal Sum shown in the Schedule of Insurance,

reduced by:

1. any coverage amount in force or otherwise payable due to any disability benefit extension under the Prior Plan; or
2. any coverage amount that would have been in force due to any disability benefit extension under the Prior Plan had timely election for the disability provision been made.

You will remain insured under this provision until the first to occur of:

1. the date You return to work as an Active Full-time Employee;
2. the date Your insurance terminates for a reason stated under the Termination provision;
3. the last day of a period of 12 consecutive months which begins on the Policy Effective Date; or
4. the last day You would have been covered under the Prior Plan, had the Prior Plan not terminated.

**When does coverage for Your Dependent(s) start?**

You are required to enroll for contributory Dependent coverage. To do so You have to complete and sign a group insurance enrollment form acceptable to Us and deliver it to the Employer.

Your spouse will become insured for coverage for which We do not require Evidence of Good Health on the first to occur of:

1. the date You are eligible for Dependent Coverage, if You enroll or have enrolled for spouse coverage by then; or
2. the date You enroll for Dependent Coverage, if You do so within 31 days after the date You are eligible.

If You enroll for Dependent Coverage more than 31 days after You are first eligible to do so, no coverage will be available without Evidence of Good Health.

Coverage for which We require Evidence of Good Health will be effective on the later of:

1. the date You become eligible; or
2. the date approved by Us.

Each child will become insured for coverage for which We do not require Evidence of Good Health on the first to occur of:

1. the date You are eligible for Dependent Coverage, if You enroll or have enrolled for child coverage by then; or
2. the date You enroll for coverage for Your child, if You do so within 31 days after the date You acquire the child.

If You enroll for Dependent Coverage more than 31 days after You are first eligible to do so, no coverage will be available without Evidence of Good Health.

Coverage for which We require Evidence of Good Health will be effective once approved by Us.

In no event will Dependent Coverage become effective before the date You become insured.

All effective dates of coverage are subject to the Deferred Effective Date provision for Dependents.

#### **What is the Deferred Effective Date provision for Dependents?**

If a Dependent, other than a newborn, is confined at home, in a hospital or elsewhere because of a physical or mental condition on the date insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of insurance, any increase or additional benefit will be deferred until the Dependent is discharged from the hospital or no longer confined and has engaged in substantially all the normal activities of a healthy person of the same age for a period of at least 15 days in a row.

"Confined elsewhere" means the individual is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

#### **Are there exceptions to the Deferred Effective Date provision?**

If You were insured with respect to a Dependent under the Prior Plan as of the day before the Policy Effective Date, the Deferred Effective Date provision will not apply to the original effective date of coverage for any Dependent.

Instead, Your Dependent will be considered to be insured and the Amount of Insurance will be the lesser of:

1. the Amount of Insurance in force on the life of the Dependent under the Prior Plan; or
2. the Amount of Insurance shown in the Schedule of Insurance.

#### **When are changes effective?**

The provisions, terms and conditions of the Schedule of Insurance or this Booklet-certificate may be modified, amended or changed at any time; consent from any covered individual is not required.

If there is any type of change in Your class, Earnings, the Schedule of Insurance or the Booklet-certificate which:

1. decreases an amount of coverage or deletes, limits or restricts the availability of a benefit or provision, then that decrease, deletion, limitation or restriction will be effective on the date the change in class, Earnings, the Schedule of Insurance or the Booklet-certificate is effective;
2. increases an amount of coverage or adds, improves or increases availability of a benefit or provision, then that increase, addition or improvement will be effective on the date the change in class, Earnings, the Schedule of Insurance or the Booklet-certificate is effective, subject to application of the Deferred Effective Date provision and Our approval where Evidence of Good Health is required.

## **BENEFITS**

### **Life Insurance Benefit**

#### **To whom and how are benefits paid?**

A completed claim form, a certified copy of the death certificate and Your enrollment form must be sent to the Employer or Us. When the required claim papers are received and approved by Us, the Amount of Life Insurance will be paid.

Benefits payable for a Dependent's death are payable to You if living, otherwise, We may, at Our option, pay the benefit to Your surviving spouse or to the executors or administrators of Your estate.

Your death benefit will be paid in a lump sum to the beneficiary(ies) designated by You in writing and on file with the Employer.

Unless You have requested something different, payment will be made as follows:

1. If more than one beneficiary is named, each will be paid an equal share.
2. If any named beneficiary dies before You, His share will be divided equally among the named surviving beneficiaries.

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

1. up to \$500 of Your life insurance to any party that We deem is entitled because of their payment of burial expenses. We will be released from further liability for any amount so paid; and/or
2. the executors or administrators of Your estate; or
3. Your surviving relatives in the following order:
  - a) all to Your surviving spouse; or
  - b) if Your spouse does not survive You, in equal shares to Your surviving children; or
  - c) if no child survives You, in equal shares to Your surviving parents.

If a minor does not have a legal guardian, We may, until such a guardian is appointed, pay the person We deem to be caring for and supporting him. Such payment will be in monthly installments of not more than \$200.

If a death benefit payable meets Our guidelines, then the benefit is payable into a checking account. In the case of a Dependent death benefit, You own the checking account. In the case of Your death benefit, Your beneficiary owns the checking account. A lump sum payment may be elected by writing a check for the full amount in the checking account.

#### **What benefit is payable if Your death results from suicide?**

No Supplemental Life or Supplemental Dependent Life benefit will be payable if death results from suicide, whether sane or insane, within 2 years of the effective date of Your coverage. Additionally, if death resulting from suicide, whether sane or insane, occurs within 2 years of the effective date of an increase in Your coverage, the death benefit payable is limited to the amount of coverage in force prior to the increase. The 2 year period includes the time coverage was in force under a Prior Plan.

### **Accelerated Death Benefit**

**This benefit is not available for Dependents.**

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

If You are diagnosed as being Totally and Permanently Disabled and proof of such diagnosis is provided by an attending physician licensed to practice in the United States, and You are:

1. less than age 60; and
2. insured for at least \$10,000,

then You may request that a portion of Your Amount of Life Insurance be paid to You prior to death.

The request cannot exceed 80% of the in force Amount of Life Insurance, and is subject to a minimum of \$3,000 and a maximum of \$500,000. You may exercise this option only once per person.

For example, if You have an Amount of Life Insurance equal to \$20,000 and You are Totally and Permanently Disabled, You can request any portion of the life insurance between \$3,000 to \$16,000 to be paid to You now instead of to Your beneficiary at Your death. However, if You decide to request only \$3,000 now, You cannot request the additional \$13,000 in the future.

**What does Totally and Permanently Disabled mean?**

Totally and Permanently Disabled Illness means that an individual has a life expectancy of 12 months or less.

**RECEIPT OF ANY BENEFITS IN ACCORDANCE WITH THIS PROVISION WILL REDUCE LIFE INSURANCE BENEFITS PAYABLE UPON DEATH.**

**What if an individual is no longer Totally and Permanently Disabled?**

If diagnosed as no longer Totally and Permanently Disabled, coverage may or may not remain in force. Coverage which remains in force will be reduced by any amount of Accelerated Death Benefits received and premium is due for this reduced amount. If coverage does not remain in force, then the reduced amount of coverage may be converted.

**What limitations apply to this benefit?**

The Accelerated Death Benefit provision will be subject to all applicable terms and conditions of the Policy.

No Accelerated Death Benefit will be paid if You are required by law to accelerate benefits to meet the claims of creditors, or if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement.

**What if You made an assignment under this plan?**

If You have executed an assignment of rights and interest with respect to Your Amount of Life Insurance, in order to pay benefits to You under this provision, We must receive a release from the individual to whom the assignment was made before any benefits are payable.

**Accidental Death and Dismemberment (AD&D) Benefit  
Employee Only**

**What conditions are necessary for benefits to become payable?**

We will pay a benefit if You suffer an accidental injury while insured and:

1. a Loss results directly from such injury, independent of all other causes; and
2. such Loss occurs within 365 days after the date of the accident causing the injury.

**When should We be notified of a claim?**

A claimant must give Us, or Our appropriate representative, written notice of a claim within 20 days after the Loss happens or starts. If notice cannot be given within that time, it must be given as soon as possible after that.

Such notice must include:

1. the claimant's name and address; and
2. the Policy or account number.

**Are special forms required to file a claim?**

Within 15 days of receiving a notice of claim, We or Our appropriate representative will send forms to the claimant for providing proof of Loss. If the forms are not provided within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of claim.

**When must proof of Loss be given?**

Satisfactory written proof of Loss must be sent to Us or Our appropriate representative, within 90 days after the date of such Loss. However, all claims must be submitted to Us within 90 days of the date any individual's insurance terminates.

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

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible, but no later than a year after it is due unless the claimant is not legally competent.

**When and to whom will Your claim be paid?**

Benefits for Loss of life will be paid in accordance with Your life insurance beneficiary designation. Unless otherwise specified, benefits for all other Losses are payable to You.

Benefits for all other Losses will be paid as soon as due written proof is received. Benefits for all other Losses will be paid not more than 60 days after written proof is received.

Any payments other than for Loss of life which are owing at Your death may be paid to Your estate. If any payment is owed to:

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

then We may pay up to \$1,000 to Your relative who is entitled to it in Our opinion. Any such payment shall fulfill Our responsibility for the amount paid.

**What types of injuries are excluded from coverage?**

No benefit will be paid for a Loss caused or contributed to by:

1. sickness;
2. disease;
3. any medical treatment for items (1) or (2);
4. any infection, except a pus-forming infection of an accidental cut or wound;
5. war or any act of war, whether war is declared or not;
6. any injury received while in any armed service of a country which is at war or engaged in armed conflict;
7. any intentionally self-inflicted injury, suicide, or suicide attempt, whether sane or insane;
8. taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for or administered by a licensed physician; or
9. the injured person's intoxication.

Intoxication means that blood alcohol content or the results of other means of testing blood alcohol level, meet or exceed the legal presumption of intoxication under the law of the state where the accident took place.

### **What is the benefit payable?**

The benefit payable for any Loss is that which is shown opposite the Loss in the following schedule. The Principal Sum is shown in the Schedule of Insurance. No benefit is payable for any Loss which is not shown in the schedule below.

<u>DESCRIPTION OF LOSS</u>	<u>BENEFIT</u>
Loss of life	Principal Sum
Loss of a hand	One-half the Principal Sum
Loss of a foot	One-half the Principal Sum
Loss of an eye	One-half the Principal Sum
Loss of speech or hearing	One-half the Principal Sum
Loss of thumb and index finger on either hand	One-quarter the Principal Sum
Loss of movement of both upper and lower limbs (Quadriplegia)	Principal Sum
Loss of movement of three limbs (Triplegia)	Three-quarters the Principal Sum
Loss of movement of both lower limbs (Paraplegia)	Three-quarters the Principal Sum
Loss of movement of both upper and lower limbs on one side of the body (Hemiplegia)	One-half the Principal Sum
Loss of movement of one limb (Uniplegia)	One-quarter the Principal Sum
More than one of the above resulting from one accident	Principal Sum or the sum of the Benefits payable for each Loss, whichever is lesser.

Loss means the following:

1. Loss of a hand or foot means that it is completely cut off at or above the wrist or ankle joint.
2. Loss of an eye means that sight in the eye is completely lost and cannot be recovered or restored.
3. Loss of speech or hearing means that speech or hearing is lost entirely and the Loss cannot be recovered or restored. Hearing must be lost in both ears.
4. Loss of movement of limbs means that the movement is completely lost and is irreversible.
5. Loss of thumb and index finger means actual severance through or above the metacarpophalangeal joints.

### **Seat Belt/Air Bag Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if You suffer a Loss under the AD&D Benefit, while:

1. a passenger riding in; or
2. the licensed operator of,

an Automobile and, at the time of the accident, You were properly wearing a Seat Belt as verified on the police report, then a Seat Belt Benefit will be payable in addition to the Principal Sum.

### **What is the Seat Belt Benefit payable?**

The Seat Belt Benefit payable is the lesser of:

1. 10% of the Principal Sum; or
2. \$10,000.

### **What conditions are necessary for an Air Bag Benefit to become payable?**

If a Seat Belt Benefit is payable, We will pay an additional 5% of the Principal Sum, subject to a maximum of \$5,000, as an Air Bag Benefit, provided that:

1. You were positioned in a seat that was equipped with a factory installed Air Bag;
2. You were properly strapped in the Seat Belt when the Air Bag inflated; and
3. the police report establishes that the Air Bag inflated properly upon impact.

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

Automobile means a duly registered, four wheeled, private passenger car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

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

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications.

### **Repatriation Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if You die, then a Repatriation Benefit will be paid in addition to the Principal Sum. For a Repatriation Benefit to be payable, the death must occur outside the territorial limits of the state or country of Your place of permanent residence.

### **What is the Repatriation Benefit payable?**

The Repatriation Benefit payable is the lesser of:

1. the expense incurred for:
  - a) preparation of Your body for burial or cremation; and
  - b) transportation of Your body to the place of burial or cremation; or
2. 5% of the Principal Sum; or
3. \$5,000.

## **TERMINATION Employee Coverage**

### **When does Your coverage terminate?**

Unless continued in accordance with the Exceptions to Termination section, Your insurance will terminate on the first to occur of:

1. the date the Policy terminates;
2. the last day of the period for which You made any required premium contribution, if You fail to make any further required contribution;
3. the date You are no longer in a class eligible for coverage;
4. the date Your Employer terminates Your employment; or
5. the date You are absent from work as an Active Full-time Employee.

## **EXCEPTIONS TO TERMINATION**

### **Under what conditions can Your insurance be continued under the continuation provisions?**

If You are absent from work as an Active Full-time Employee, Your insurance may be continued up to the maximum period of time stated. In each instance, such continuation shall be at the Employer's option, but must be according to a plan which applies to all employees in the same way. Continued coverage:

1. is subject to any reductions in the Policy;
2. is subject to payment of premium by the Employer; and
3. terminates when the Policy terminates.

If You are on a documented leave of absence, other than Family or Medical Leave, all of Your coverages (including Dependent Life coverage) may be continued for 3 consecutive month(s) following the month in which the leave of absence commenced.

If You are laid off due to lack of work, all of Your coverages (including Dependent Life coverage) may be continued for 3 consecutive month(s) following the month in which the layoff commenced.

If Your employment status changes from Full-time to Part-time, all of Your coverages (including Dependent Life coverage) may be continued for 3 consecutive month(s) following the date of such change in employment status.

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, all of Your coverages (including Dependent Life coverage) may be continued for up to 12 weeks, or longer if required by state law, following the date Your insurance would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for You must be paid;
3. Your benefit level will be that which was in effect on the day before said leave started, subject to any reductions included in the Policy;
4. the amount of Earnings upon which Your benefit may be based, will be that which was in effect on the day before said leave started; and
5. continued coverage will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the Policy terminates;
  - c) You or the Policyholder fail to pay premium when due; or
  - d) the Policy no longer insures Your class.

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

If You are on a documented sabbatical, Your coverage (including Dependent Life coverage) may be continued for 12 consecutive month(s) following the month in which the sabbatical commenced. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.

If You are absent from work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued until the last day of a period of 12 month(s) which begins on the date You were first absent from work as an Active Full-time Employee. If You feel that Your condition may continue for an extended period of time, You should request that Your Employer file a waiver of premium claim.

#### **What is Waiver of Premium?**

Waiver of premium is a provision which allows for continued employee or Dependent life insurance, without payment of premium, while You are Disabled. You or Your Dependent may not exercise the rights under the Portability provision and qualify for waiver of premium.

#### **To what coverages does the Waiver of Premium apply?**

These provisions apply only to Your Basic and Supplemental Life Insurance and Dependent Life Insurance.

Waiver of Premium does not apply to any AD&D Insurance.

#### **What conditions must be satisfied before You qualify for Waiver of Premium?**

1. You must be less than age 60, insured and Disabled; and
2. acceptable proof of Your condition must be furnished to Us within one year of Your last day of work as an Active Full-time Employee.

#### **What does Disabled mean?**

Disabled means that You have a condition that prevents You from doing any work for which You are or could become qualified by education, training or experience and it is expected that this condition will last for at least six consecutive months from Your last day of work as an Active Full-time ; or You have been diagnosed with a life expectancy of 12 months or less.

#### **When will We waive premium?**

We will waive premium after proof that You are Disabled is provided by an attending physician licensed to practice in the United States and We approve the proof. You will be notified by Us of the date We will begin to waive premium.

Continued coverage will be subject to any age reductions provided by any part of the Policy.

**What if You or Your Dependent die before You qualify for Waiver of Premium?**

If:

1. You or Your Dependent should die within one year of Your last day of work as an Active Full-time Employee but prior to qualifying for waiver of premium; and
2. You were Disabled,

We will pay the Amount of Life Insurance which is in force for You or Your Dependent. Your Dependent Life coverage will terminate on the date You die. They may be eligible for conversion as of that date.

**Can We have You examined for proof that You continue to be Disabled?**

During the first two years following the date You qualify as Disabled, We may have You examined at reasonable intervals. Thereafter, We will only require an annual examination to confirm that You continue to be Disabled. If You fail to submit any required proof or refuse to be examined as required by Us, then Your coverage will terminate.

**What if You are no longer Disabled?**

If, for any reason, You are no longer Disabled, Your premium will no longer be waived. On that date, You may or may not return to work.

If You return to work in an Eligible Class, then all of Your coverages will be reinstated subject to the terms of the Policy in effect on the reinstatement date.

If You do not return to work within an Eligible Class, and You are not eligible for any other group life insurance, then You are entitled to the Conversion Privilege. You may convert the Amount of Life Insurance that is in force for You and Your Dependent on the date it is determined that You are no longer Disabled.

**How long will premiums be waived?**

Your premium will be waived and Your coverage will be continued until You attain age 65.

The premium for Dependent Life coverage will be waived and subject to all Policy provisions, Dependent Life coverage will continue until the first to occur of the date:

1. You die;
2. You no longer qualify for Waiver of Premium;
3. the date the Policy terminates; or
4. You attain age 65.

On the date waiver of premium terminates, if You do not return to work, You will be entitled to convert Your coverage. You may convert no more than Your Amount of Life Insurance that is in force on the date waiver of premium terminates. On the date the waiver of premium terminates for Dependent Life coverage, Your Dependents may be eligible to convert.

**What if the Policy terminates before You qualify for waiver of premium?**

If the Policy terminates before You qualify for waiver of premium, You may be eligible to convert. Additionally, You may later be approved for waiver of premium.

**What if the Policy terminates after You qualify for waiver of premium?**

Termination of the Policy will not affect Your coverage under the terms of this provision.

## DEPENDENT COVERAGE

### When does Dependent Coverage terminate?

Unless continued in accordance with the Exception to Termination section, a covered Dependent's insurance will terminate on the earliest of:

1. the date Your coverage terminates;
2. the last day of the period for which any required premium contribution is made, if You fail to make any further required contribution;
3. the date You are no longer eligible for Dependent Coverage;
4. the date the Dependent no longer meets the definition of Dependent; or
5. the date We or the Employer terminate Dependent Coverage.

## EXCEPTIONS TO TERMINATION

### Under what conditions can Dependent child insurance be continued?

If a covered Dependent child reaches the age at which He would otherwise cease to be a Dependent as defined, and the Dependent child is:

1. disabled and incapable of earning His own living; and
2. unmarried and primarily dependent on You for support and maintenance,

then Dependent coverage will not terminate solely due to age if You submit satisfactory proof of the Dependent child's disability to Us within 31 days of the date the Dependent child reaches such age.

Coverage will continue while the Policy remains in force as long as:

1. the child continues to meet the required conditions; and
2. any required premium is paid.

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

## PORTABILITY

### When can a person elect Portability?

You may elect portability if:

1. the Policy is still in force;
2. Your life insurance terminates because:
  - a. Your employment terminates for any reason prior to Retirement; or
  - b. You are no longer in an Eligible Class; and
3. You do not currently have coverage for the amount of life insurance You intend to continue under a certificate of insurance issued in accordance with a conversion, portability or other similar provision under this Policy.

A Dependent may elect portability if:

1. the Policy is still in force;
2. He has not reached Retirement status; and
3. His life insurance terminates because:
  - a. Your employment terminates for any reason prior to Retirement;
  - b. Your membership in a class eligible for Dependent's coverage ceases;
  - c. You die; or
  - d. He ceases to be an eligible Dependent as defined, except a child who reaches the limiting age under the Policy.

In order for a Dependent child to continue coverage, You and/or Your spouse must elect continuation.

**What does Retirement mean?**

Retirement means the date You or Your Dependent attain normal retirement age under the 1983 United States Social Security Act, and any amendments thereto.

**Will the Waiver of Premium provision be available if You elect to continue coverage under this Portability provision?**

No.

**Will Conversion be available if a person elects to continue coverage under this Portability provision?**

If a person elects to continue all terminated coverage under this portability provision, then the Conversion provision is not available. If a person elects to continue only a portion of terminated coverage under this portability provision, then the Conversion privilege will be available for the remaining amount.

**How is Portability elected?**

A person must, within 31 days of the date group coverage terminates:

1. make written application to Us; and
2. pay the required premium.

If this is done, We will issue a certificate of insurance under a group portability policy. Such coverage will be:

1. issued without evidence of good health;
2. on one of the forms then being issued by Us for portability purposes; and
3. effective on the day following the date insurance terminates.

The terms and conditions of coverage under the group portability policy will be similar, but may not be identical, to coverage under this plan.

**What limitations apply to this benefit?**

A person may elect to continue 50%, 75% or 100% of his amount of life insurance being terminated. Such amount will be rounded to the next higher \$1,000, if not already an even multiple thereof. No employee's amount of life insurance continued may exceed \$250,000. No spouse's amount of life insurance continued may exceed \$50,000. No child's amount of life insurance continued may exceed \$10,000.

If an election is made to continue 50% or 75% now, a person may not continue any portion of the remaining amount. In no event will a person be able to continue an amount of life insurance which is less than \$5,000 unless he is a Dependent child.

**How much does Portability cost?**

See Your Employer for the cost.

**CONVERSION PRIVILEGE**

The following does not apply to any AD&D Benefits.

**When can an individual convert?**

If insurance, or any portion thereof, terminates, then any individual covered under the Policy may convert his life insurance to a conversion policy without providing Evidence of Good Health.

If the qualifying event is policy termination or termination of coverage for a class then the individual must have been insured for at least 5 years under the Policy in order to be eligible for this conversion privilege.

**What is the conversion policy?**

The conversion policy will:

1. be on one of the life insurance policy forms, except term insurance, then customarily issued by Us for conversion purposes;
2. contain no disability, supplementary or AD&D benefits; and
3. be effective on the 32nd day after group life insurance terminates.

**How much can be converted?**

If the qualifying event is policy termination or termination of coverage for a class, then the amount which may be converted is limited to the lesser of:

1. the amount of group coverage in force prior to the qualifying event, reduced by the amount of any other group coverage for which the individual becomes covered within 31 days of termination of group coverage; or
2. \$2,000.

If conversion is due to retirement or any other qualifying event, the full amount of coverage lost may be converted.

**How does an individual convert coverage?**

To convert life insurance, the individual must, within 31 days of the date group coverage terminates, make written application to the Us and pay the premium required for his age and class of risk.

**What if death occurs during the conversion election period?**

If the individual should die within the 31 day conversion election period, We will, upon receipt of acceptable proof of His death, pay the Amount of Life Insurance He was entitled to convert.

## **GENERAL PROVISIONS**

**When can this plan be contested?**

Except for non-payment of premium, the Policy cannot be contested after two years from the Policy Effective Date.

No statement relating to 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 the individual's lifetime. In order to be used, the statement must be in writing and signed by the affected individual.

**Who interprets policy terms and conditions?**

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

**Are there any rights of assignment?**

Except for the dismemberment benefits under the AD&D Benefit, 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 privilege of converting; and
3. the right to name and change a beneficiary.

No absolute assignment of rights and interest shall be binding on Us until and unless:

1. the original of the form documenting the absolute assignment; or
2. a true copy of it,

is received and acknowledged by Us at our home office.

We have 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.

**How do You designate or change Your 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.

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

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

**Can We have a claimant examined or request an autopsy?**

We reserve the right to have a claimant examined and to have an autopsy performed, if not forbidden by law. Any such examinations will be as reasonably required by Us and at Our expense.

**What notification will You receive if Your claim is denied?**

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

1. give the specific reason(s) for the denial;
2. make specific reference to the provisions upon which the denial is based; and
3. provide an explanation of the review procedure.

**What recourse do You have if Your claim is denied?**

On any denied claim, the claimant or His representative may appeal to Us for a full and fair review.

The claimant may:

1. request a review upon written application within 60 days of receipt of claim denial;
2. review pertinent documents; and
3. submit issues and comments in writing.

A request for an appeal will not be denied if not submitted within 60 days if it is not reasonably possible to make such request within 60 days. In this case, the request must be submitted as soon as reasonably possible thereafter.

A decision will be made by Us no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no event more than 120 days after the request for review is received.

**When can legal action be taken?**

Legal action cannot be taken against Us:

1. sooner than 60 days after proof of loss has been furnished; or
2. 3 or more years after the time proof of loss is required to be furnished according to the terms of the Policy.

**How does this plan affect Workers' Compensation coverage?**

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

**Physician-patient Relationship**

You may choose any licensed physician. We shall not in any way disturb the physician-patient relationship.

**DEFINITIONS**

**Active Full-time Employee** - An employee who works for the Employer on a regular basis in the usual course of the Employer's business. An employee must work at least the number of hours in the Employer's normal work week. This must be at least 30 hours. You will be considered actively at work with Your Employer on a day which is one of Your Employer's scheduled work days if You are performing, in the usual way, all of the regular duties of Your job on a Full-time basis on that day. You will also be considered actively at work on a paid vacation day or a day which is not one of Your Employer's schedule work days only if You were actively at work on the preceding scheduled work day.

**Amount of Life Insurance** – This term means both the Basic and Supplemental Life Amounts unless otherwise stated in specific provisions and benefits.

**Dependent**

1. Your spouse; and
2. Your unmarried child:
  - a) from live birth to age 19 years; or
  - b) who is 19, but has not yet attained age 25, is primarily dependent upon You for financial support and attends an accredited school (other than a correspondence school) on a regular and Full-time student basis as his principal activity; or
  - c) who is 19 years old or older, and is disabled and primarily dependent upon You for financial support. Such child must have become disabled before attaining age 19.

The term "Full-time student" shall mean registered for not less than 12 course credit hours per semester. If the institution establishes Full-time student status by a method other than semester credit hours, We reserve the right to determine whether the student qualifies as a Dependent.

The term "spouse" means an individual who is either:

1. in a marriage with the employee which is recognized by the law in the state of residence; or
2. the employee's domestic partner.

The term "domestic partner" means any individual with whom the employee executes a Domestic Partner Affidavit acceptable to Us, to establish that they are domestic partners for purposes of this Policy. Such person will remain a domestic partner as long as he continues to meet the requirements described in the Domestic Partner Affidavit.

The term "child", shall also include Your:

1. stepchild;
2. legally adopted child; and
3. any other child related to You by blood or marriage or domestic partnership and who lives with You in a regular parent-child relationship, provided that You claim such child as a dependent on Your most current federal income tax return Form 1040.

You may not elect coverage for Your Dependent if Your Dependent is covered as an employee under the Policy. Any person who is in Full-time military, naval or air force service cannot be a Dependent. No person can be insured as a Dependent of more than one employee under the Policy.

**Earnings** - Regular pay, not counting:

1. commissions;
2. bonuses;
3. overtime pay; or
4. any other pay or fringe benefits.

**Employer** – The Policyholder named in the Schedule of Insurance.

**He/His** – He or she. His or her.

**Prior Plan** – A plan of group term life insurance sponsored by the Employer which was in force on the day before the Policy Effective Date.

**We/Us/Our** – The Hartford Life and Accident Insurance Company.

**You/Your** – The employee to whom this Booklet-certificate is issued.

**The Plan Described in this Booklet**

**is Insured by the**

**Hartford Life and Accident Insurance Company**

Hartford, Connecticut

**Member of The Hartford Insurance Group**