

# **YOUR BENEFIT PLAN**

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**ARLINGTON COUNTY GOVERNMENT**

**Group Term Life Insurance**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

**CERTIFICATE OF INSURANCE**

**Policyholder:** ARLINGTON COUNTY GOVERNMENT

**Policy Number:** GL-803582

**Policy Effective Date:** July 1, 2019

**Policy Anniversary Date:** July 1, 2022

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

Signed for the Company

A handwritten signature in dark ink, appearing to read "Kevin Barnett".

Kevin Barnett, Secretary

A handwritten signature in dark ink, appearing to read "Jonathan R. Bennett".

Jonathan Bennett, President

**This certificate contains an Accelerated Benefit. Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.**

*A note on capitalization in this Certificate:*

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

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## SCHEDULE OF INSURANCE

The benefits described herein are those in effect as of September 10, 2021.

**Cost of Coverage:**

**Non-Contributory Coverage:** Basic Life Insurance  
Basic Accidental Death and Dismemberment

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

Class 1: Full-time and Part-time Active Employees

Class 2: non-seasonal temporary employees

Full-time Employment: at least 30 hours weekly

Part-time Employment: at least 10 hours weekly

With respect to Class 1:

**Eligibility Waiting Period for Coverage:**

None

With respect to Class 2:

**Eligibility Waiting Period for Coverage:**

- 1) None – If you previously met the eligibility requirements of the Employer as of the Policy Effective Date; or
- 2) After 1 year of employment and you averaged 20 work hours per week during the previous year – if You start working for the Employer after the Policy Effective Date.

The time period(s) referenced above are continuous.

### Life Insurance Benefit

**Amount of Life Insurance:**

#### Basic Amount of Life Insurance

**Maximum Amount**

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

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

### Accidental Death and Dismemberment Benefit

#### Basic Principal Sum

**Maximum Amount**

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

However, in no event will Your Basic Principal Sum be less than \$10,000.

### **Reduction in Amount of Life Insurance**

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

- 1) in accordance with the Conversion Right;

- 2) under the Portability provision; or
- 3) under the Prior Policy.

### **Additional Accidental Death and Dismemberment Benefits**

#### **Seat Belt Benefit Amount**

Percentage of Accidental Death and Dismemberment Principal Sum: 10%  
Maximum Amount: \$10,000  
Minimum Amount: \$1,000

#### **Air Bag Benefit Amount**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000

#### **Repatriation Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000

#### **Child Education Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000  
Minimum Benefit: \$1,250

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#### **Day Care Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000  
Minimum Benefit: \$1,250

#### **Rehabilitation Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000

#### **Spouse Education Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000  
Minimum Benefit: \$1,250

#### **Adaptive Home and Vehicle Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000

## **ELIGIBILITY AND ENROLLMENT**

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

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

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

You will become eligible for coverage on the latest of:

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

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

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

## PERIOD OF COVERAGE

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

Coverage will start on the date You become eligible.

Contributory Coverage will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date; or
- 2) the date You enroll, if You do so within days from the date You are eligible.

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

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

If, on the date You are to become covered:

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

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

### **Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

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

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

reduced by any coverage amount:

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

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

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

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

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

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

Your coverage will end on the earliest of the following:

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

unless continued in accordance with any one of the Continuation Provisions.

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

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way.

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

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

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions. The Continuation Provisions shown below may not be applied consecutively.

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

**Leave of Absence:** If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage may be continued for 24 month(s) after the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

**Military Leave of Absence:** If You enter active full-time military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 24 weeks. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

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

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

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

**Family and Medical Leave:** If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage(s) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

**Severance:** If Your employment terminates and continuation of life insurance is available to You in a severance plan sponsored by the Employer, all of Your coverage may be continued. Your coverage will continue until the earliest of:

- 1) the date The Policy terminates;
- 2) the date You become covered under another group life insurance policy;
- 3) the date specified in Your severance plan; or
- 4) for up to 1 month(s) from the date Your employment terminated.

**Disability Extension:** *Does coverage continue if I am Disabled?*

If You become Disabled, You may qualify for Disability Extension. To qualify for Disability Extension, You must be Disabled prior to Age 70. If You qualify for Disability Extension, You may continue Your coverage while You are Disabled provided the required premium payments are made.

If You qualify for Disability Extension, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee or the date You became insured under The Policy if You were never an Active Employee under The Policy;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

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

This provision applies only to Your Basic Life Insurance.

This provision does not apply to:

- 1) Your Accidental Death and Dismemberment coverage; and
- 2) Retirees (if applicable).

You are not eligible to apply for both the Portability Benefit and Disability Extension for the same coverage amount for You.

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

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

- 1) education;
- 2) training; or

3) experience.

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

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

To qualify for Disability Extension You must:

- 1) be covered under The Policy and be under Age 70 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled; or
- 3) Your coverage must have been continued under a Disability Extension provision of the Prior Policy.

In any event, You must have been Actively at Work under The Policy to qualify for Disability Extension.

**Disability Extension Ceases:** *When will the Disability Extension cease?*

We will continue Your coverage while You remain Disabled until the earliest of the date:

- 1) The Policy terminates;
- 2) the required premium for coverage is due but not paid;
- 3) You attain Age 70; or
- 4) You are no longer in an Eligible Class, or the class is cancelled.

*What happens when the Disability Extension ceases?*

When the Disability Extension ceases:

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

## BENEFITS

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

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

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

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

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

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

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

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



|  |                              |
|--|------------------------------|
| Speech or Hearing in Both Ears.....        | One-Half of Principal Sum    |
| Movement of One Limb (Uniplegia).....      | One-Quarter of Principal Sum |
| Thumb and Index Finger of Either Hand..... | One-Quarter of Principal Sum |

**Loss** means with regard to:

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

**Exposure and Disappearance:** *What if Loss is due to exposure or disappearance? This benefit is not available for Retirees.*

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

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

We will presume that You suffered Loss of life if:

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

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

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

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

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

This Benefit will be paid:

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

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

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

The Seat Belt Benefit is the lesser of:

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

The Air Bag Benefit is the lesser of:

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

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

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

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

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

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

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

**Intoxicated means:**

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

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

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

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

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

This Benefit will be paid:

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

The Repatriation Benefit will pay the least of:

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

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

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

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

This Benefit will be paid:

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

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

- 1) the amount resulting from multiplying Your Principal Sum by the Child Education Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

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

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

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

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

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

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

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

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

- 1) a Principal Sum is payable because of Your death; and

- 2) no person qualifies as a Student.

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

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

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

**Child(ren)** means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 21 who:

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

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

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

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

This Benefit will be paid:

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

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

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

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

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

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

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

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

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

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

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

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

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

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

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

This Benefit will be paid:

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

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

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

**Rehabilitative Program** means any training which:

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

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

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

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

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

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

This Benefit will be paid:

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

The Spouse Education Benefit is the least of:

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

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

Your surviving Spouse must enroll in Occupational Training:

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

**Occupational Training** means any:

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

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

**Expense Incurred** means:

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

for the Occupational Training.

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

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

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

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

This Benefit will be paid:

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

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

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

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

We will pay the Adaptive Home and Vehicle Benefit if:

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

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

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

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

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

In the event that You are diagnosed as Terminally Ill while You are:

- 1) covered under The Policy for an Amount of Life Insurance of at least \$10,000; and
- 2) under age 70;

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

The Accelerated Benefit will not be available to You unless You have been Actively at Work under The Policy.

You must request in writing that a portion of Your Amount of Life Insurance be paid as an Accelerated Benefit.

The Amount of Life Insurance payable upon Your death will be reduced by any Accelerated Benefit Amount paid under this benefit. Any premium required will be based on the amount of Your life insurance remaining after the Accelerated Benefit is paid under this benefit. There will be no effect on the Accidental Death and Dismemberment Benefit Principal Sum after the Accelerated Benefit Amount is paid under this benefit.

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

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$100,000 and are Terminally Ill, You can request any portion of the Amount of Life Insurance Benefits from \$3,000 to \$80,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$77,000 in the future.

Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

In the event:

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

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

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

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

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

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

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

**No Longer Terminally III:** *What happens to my coverage if I am no longer Terminally III?*

If You are diagnosed by a Physician as no longer Terminally III and:

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

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

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

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

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

under The Policy.

If Your coverage under The Policy ends because:

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

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

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of Your coverage which ended may be converted less any Amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

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

**Conversion:** *How do I convert my coverage?*

To convert Your coverage You must:

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

The Insurer must receive this within:

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

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

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

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

within the time period specified in the proposal.

Any individual policy issued to You under the Conversion Right:

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

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

The Conversion Policy will:

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

The Conversion Policy will not provide:

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

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

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

until such coverage ends.

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

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

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

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

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

Portability is a provision which allows You to continue coverage under a group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Basic Life Insurance coverage only.

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

Qualifying Events for You are:

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

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

You may elect Portability for Your coverage after Your Basic Life Insurance coverage ends due to a Qualifying Event. The Policy must still be in force in order for Portability to be available.

To elect Portability for yourself, You must:

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

This must be received within:

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

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

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

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

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

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

You may elect to continue 50%, 75%, or 100% of the Amount of Life Insurance which is ending for You. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the Amount of Life Insurance that may be continued will not exceed \$250,000 for You.

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

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

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

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

Portability is not available for any Amount of Life Insurance that You have exercised under the Conversion Right. Portability is also not available to You while Your coverage is being continued under a Continuation Provision under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability Benefit; or
  - 2) the Amount of Life Insurance exceeds the maximum Portability amount;
- then the Conversion Right may be available for the remaining amount.

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## EXCLUSIONS

**Accidental Death and Dismemberment Benefit Exclusions:** (Applicable to all benefits except the Life Insurance Benefit and the Accelerated Benefit) *What is not covered under The Policy?*

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

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

**Intoxicated means:**

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

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

## GENERAL PROVISIONS

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

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

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

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

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



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

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

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

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

All proof submitted must be satisfactory to Us.

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

Written Proof of Loss should be sent to Us or Our representative:

- 1) with respect to the Life Insurance Benefits within 365 day(s); and
- 2) with respect to the Accidental Death and Dismemberment Benefits within 90 day(s);

after the loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

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

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

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

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

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

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

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

Benefits may be subject to interest payments as required by applicable law.

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

Life Insurance Benefits and benefits for loss of life under the Accidental Death and Dismemberment Benefit will be paid in accordance with the life insurance Beneficiary Designation provided it does not contradict the Claim Payment provision.

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

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

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

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

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

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

If benefits are payable and meet Our guidelines, then You, or your Beneficiary, may elect to receive benefits in a lump sum payment or may elect to receive benefits through a draft book account. The draft book account will be owned by:

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

However, an account will not be established for:

- 1) a benefit payable to Your estate; or
- 2) an amount that is less than \$10,000.

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

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

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

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

In no event may a beneficiary be changed by a power of attorney.

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

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

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

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

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

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

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

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

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

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

Except for non-payment of premiums, Your Life Insurance Benefit cannot be contested after two years from its effective date.

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

All statements made by the Policyholder, the Employer or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or representative.

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

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

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

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

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

We and the Policyholder assume no responsibility:

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

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

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

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) more than 6 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

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

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

**Fraud:** *What are the consequences of making fraudulent statements?*

Any person who, with the intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

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

If material facts about You were not stated accurately:

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

## DEFINITIONS

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

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

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

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

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

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

However, if You are an hourly paid Active Employee, Earnings means the product of:

- 1) the average number of hours You worked per year, not including overtime, over the most recent 1 year period immediately prior to the last day You were Actively at Work, multiplied by;
- 2) Your hourly wage in effect on the date immediately prior to the last day You were Actively at Work.

**Employer** means the Policyholder.

**Injury** means bodily injury resulting:

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

which occurs while You are covered under The Policy.

Loss resulting from:

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

is not considered as resulting from Injury.

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

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

not being used as a Common Carrier.

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

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

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

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

**Physician** means a person who is:

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

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

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

**Spouse** means Your spouse who:

- 1) is not legally separated or divorced from You; and
- 2) is not in active full-time military service.

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

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

**You or Your** means the person to whom this Certificate of Insurance is issued.

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)

This rider forms a part of a Certificate of Insurance given in connection with The Policy.

This rider becomes effective on the Effective Date of The Policy.

In accordance with Virginia law, the following applies to all certificates of Life Insurance:

**BENEFICIARY DESIGNATIONS MAY NOT APPLY  
IN THE EVENT OF ANNULMENT OR DIVORCE**

Under Virginia law (Virginia Code s 20-111.1), a revocable beneficiary designation in a policy owned by one spouse that names the other spouse as beneficiary becomes void upon the entry of a decree of annulment or divorce, and the death benefit prevented from passing to a former spouse will be paid as if the former spouse had predeceased the decedent. In the event of annulment or divorce proceedings, and if it is the intent of the parties that the beneficiary designation of the former spouse is to continue, you are advised to make certain that one of the following courses of action is taken prior to the entry of a decree of annulment or divorce:

- 1) change the beneficiary designation to make it irrevocable;
- 2) change the ownership of the policy or contract;
- 3) execute a separate written agreement stating the intention of both parties that the beneficiary designation is to remain in effect beyond the date of entry of the decree of annulment or divorce; or
- 4) make certain that the decree of annulment or divorce contains a provision stating that the beneficiary designation is not to be revoked pursuant to s 20-111.1.

In all other respects the Certificate of Insurance remains the same.

Signed for Hartford Life and Accident Insurance Company

Kevin Barnett, Secretary

Jonathan Bennett, President

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

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

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**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Full-time Active Employees who are county manager(s), Your certificate is amended as follows:

1. The **Basic Amount of Life Insurance** provision shown in the **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Basic Amount of Life Insurance**

**Maximum Amount**

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

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

2. The **Basic Principal Sum** provision shown in the **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Basic Principal Sum**

**Maximum Amount**

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

However, in no event will Your Basic Principal Sum be less than \$10,000.

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
**One Hartford Plaza**  
**Hartford, Connecticut 06155**  
**(A stock insurance company)**

This rider is attached to a certificate given in connection with Policy number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2022.

With respect to All Full-time Active Employees who are county attorney(s), Your certificate is amended as follows:

1. The **Basic Amount of Life Insurance** provision shown in the **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Basic Amount of Life Insurance**

**Maximum Amount**

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

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

2. The **Basic Principal Sum** provision shown in the **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Basic Principal Sum**

**Maximum Amount**

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

However, in no event will Your Basic Principal Sum be less than \$10,000.

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are former employees of Arlington County who participated in the pension plan and are now retired under age 65 as of April 1<sup>st</sup> every year, who worked 30 to 40 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

Retiree Amount of Life Insurance

**Maximum Amount**  
\$10,000

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Non-Contributory Coverage will start on the date You become eligible.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or

- 2) for a new benefit;

You are:

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

such coverage will not start until You:

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

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

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:
  2. Accidental Death and Dismemberment Benefit;
  3. Additional Accidental Death and Dismemberment Benefits;
  4. Reduction in Coverage Due to Age;
  5. Continuity from a Prior Policy;
  6. Continuation Provisions
  7. Waiver of Premium; and
  8. Accelerated Benefit.
  9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



Lisa Levin, *Secretary*



Michael Concannon, *President*

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are retirees under age 65 as of April 1<sup>st</sup> every year, who worked 20 to 29 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

Basic Amount of Life Insurance

**Maximum Amount**  
**\$5,000**

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Non-Contributory Coverage will start on the date You become eligible.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

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

such coverage will not start until You:

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

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

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

---

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:
2. Accidental Death and Dismemberment Benefit;
  3. Additional Accidental Death and Dismemberment Benefits;
  4. Reduction in Coverage Due to Age;
  5. Continuity from a Prior Policy;
  6. Continuation Provisions
  7. Waiver of Premium; and
  8. Accelerated Benefit.
  9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



Lisa Levin, *Secretary*



Michael Concannon, *President*

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are retirees under age 65 as of April 1<sup>st</sup> every year, who worked 10 to 19 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

Basic Amount of Life Insurance

**Maximum Amount**  
**\$2,500**

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Non-Contributory Coverage will start on the date You become eligible.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

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

such coverage will not start until You:

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

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

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:
2. Accidental Death and Dismemberment Benefit;
  3. Additional Accidental Death and Dismemberment Benefits;
  4. Reduction in Coverage Due to Age;
  5. Continuity from a Prior Policy;
  6. Continuation Provisions
  7. Waiver of Premium; and
  8. Accelerated Benefit.
  9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



Lisa Levin, *Secretary*



Michael Concannon, *President*

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are retirees age 65 and over as of April 1<sup>st</sup> every year, who worked 30 to 40 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

Basic Amount of Life Insurance

**Maximum Amount**  
**\$8,000**

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Non-Contributory Coverage will start on the date You become eligible.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;



You are:

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

such coverage will not start until You:

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

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

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

---

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:
2. Accidental Death and Dismemberment Benefit;
  3. Additional Accidental Death and Dismemberment Benefits;
  4. Reduction in Coverage Due to Age;
  5. Continuity from a Prior Policy;
  6. Continuation Provisions
  7. Waiver of Premium; and
  8. Accelerated Benefit.
  9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



Lisa Levin, *Secretary*



Michael Concannon, *President*

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are retirees age 65 and over as of April 1<sup>st</sup> every year, who worked 20 to 29 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

Basic Amount of Life Insurance

**Maximum Amount**  
\$4,000

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Non-Contributory Coverage will start on the date You become eligible.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

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

such coverage will not start until You:

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

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

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

---

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:
2. Accidental Death and Dismemberment Benefit;
  3. Additional Accidental Death and Dismemberment Benefits;
  4. Reduction in Coverage Due to Age;
  5. Continuity from a Prior Policy;
  6. Continuation Provisions
  7. Waiver of Premium; and
  8. Accelerated Benefit.
  9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



Lisa Levin, *Secretary*



Michael Concannon, *President*

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are retirees age 65 and over as of April 1<sup>st</sup> every year, who worked 10 to 19 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

Basic Amount of Life Insurance

**Maximum Amount**  
\$2,000

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Non-Contributory Coverage will start on the date You become eligible.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

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

such coverage will not start until You:

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

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

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

---

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:
2. Accidental Death and Dismemberment Benefit;
  3. Additional Accidental Death and Dismemberment Benefits;
  4. Reduction in Coverage Due to Age;
  5. Continuity from a Prior Policy;
  6. Continuation Provisions
  7. Waiver of Premium; and
  8. Accelerated Benefit.
  9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



Lisa Levin, *Secretary*



Michael Concannon, *President*

# **YOUR BENEFIT PLAN**

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**ARLINGTON COUNTY GOVERNMENT**

**Group Term Life Insurance**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

**CERTIFICATE OF INSURANCE**

**Policyholder:** ARLINGTON COUNTY GOVERNMENT

**Policy Number:** GL-803582

**Policy Effective Date:** July 1, 2019

**Policy Anniversary Date:** July 1, 2022

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

Signed for the Company

Kevin Barnett, Secretary

Jonathan Bennett, President

**This certificate contains an Accelerated Benefit. Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.**

*A note on capitalization in this Certificate:*

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

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## SCHEDULE OF INSURANCE

The benefits described herein are those in effect as of September 10, 2021.

**Cost of Coverage:**

**Contributory Coverage:**

Supplemental Life Insurance  
Supplemental Dependent Life Insurance  
Supplemental Accidental Death and Dismemberment

**Disclosure of Fees:**

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

**Disclosure of Services:**

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

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

Full-time Employment: at least 30 hours weekly

Part-time Employment: at least 10 hours weekly

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

**Eligibility Waiting Period for Coverage:**

None

### Life Insurance Benefit

**Amount of Life Insurance:**

#### Supplemental Amount of Life Insurance

**Guaranteed Issue Amount**

2 times Your annual Earnings, subject to a maximum of \$450,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

**Maximum Amount**

.5, 1, 2, 3, 4, or 5 times Your annual Earnings, subject to a maximum of \$1,000,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

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

### Dependent Life Insurance Benefit

#### Supplemental Amount of Dependent Life Insurance

**Guaranteed Issue Amount**

The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$50,000.

**Maximum Amount**

The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$250,000.

Spouse

**Maximum Amount**

Dependent Children: Age 15  
day(s) but under age 19  
year(s) \$10,000

If Dependent Child is a student, their supplemental life coverage can continue to age 25.

The amount of Spouse Supplemental coverage may never exceed 50% of the Supplemental Amount of Life Insurance in force for the employee.

### **Accidental Death and Dismemberment Benefit**

#### **Supplemental Principal Sum**

##### **Guaranteed Issue Amount**

2 times Your annual Earnings, subject to a maximum of \$450,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

##### **Maximum Amount**

.5, 1, 2, 3, 4, or 5 times Your annual Earnings, subject to a maximum of \$1,000,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

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

### **Dependent Accidental Death and Dismemberment Benefit**

#### **Supplemental Principal Sum**

|        | <b>Guaranteed Issue Amount</b>  | <b>Maximum Amount</b>   |
|--------|---|---|
| Spouse | The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$50,000. | The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$250,000 |

|  | <b>Maximum Amount</b> |
|--|-----------------------|
| Dependent Children: Age 15 day(s) but under age 19 year(s) | \$10,000              |

#### **Reduction in Amount of Life Insurance**

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

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

### **Additional Accidental Death and Dismemberment Benefits**

#### **Seat Belt Benefit Amount**

Percentage of Accidental Death and Dismemberment Principal Sum: 10%  
Maximum Amount: \$10,000  
Minimum Amount: \$1,000

#### **Air Bag Benefit Amount**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000

#### **Repatriation Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000

#### **Child Education Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000  
Minimum Benefit: \$1,250

#### **Day Care Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000  
Minimum Benefit: \$1,250

**Rehabilitation Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000

**Spouse Education Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000  
Minimum Benefit: \$1,250

**Adaptive Home and Vehicle Benefit**

Percentage of Accidental Death and Dismemberment Principal Sum: 5%  
Maximum Amount: \$5,000

**ELIGIBILITY AND ENROLLMENT**

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

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

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

You will become eligible for coverage on the latest of:

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

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

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

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

No person may be insured:

- 1) as a Dependent and an Active Employee; or
  - 2) as a Dependent of more than one Active Employee;
- under The Policy.

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

To enroll for Contributory Coverage, You must:

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

If You do not enroll for Your coverage and/or Your Dependent's coverage within 60 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll You may enroll for Your coverage and/or Your Dependent's coverage only:

- 1) during an Annual Enrollment Period designated by the Policyholder; or
- 2) within 60 days of the date You have a Change in Family Status.

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

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

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

- 1) enroll more than 60 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Life Insurance greater than the Supplemental Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 60 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 60 days after the date You were first eligible to enroll.

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

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

- 1) enroll for Your Dependents' coverage more than 60 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Dependent Life Insurance greater than the Supplemental Dependent Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

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

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

- 1) Your Dependents' Amount of Life Insurance will equal the amount for which Your Dependents were eligible without providing Evidence of Insurability, provided You enrolled Your Dependents within 60 days of the date You were first eligible to enroll;
- 2) Your Dependents will not be covered under The Policy if You enrolled Your Dependents more than 60 days after the date You were first eligible to enroll.

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

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

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

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

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

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

A Change in Family Status occurs when:

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

## PERIOD OF COVERAGE

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

Non-Contributory Coverage will start on the date You become eligible.

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

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 60 days from the date You are eligible.

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

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

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

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

If, on the date You are to become covered:

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

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

**Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

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

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

reduced by any coverage amount:

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

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

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

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

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

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

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

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
- 2) the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 60 days from the date You are eligible for Dependent coverage.

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

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

In no event will Dependent coverage become effective before You become insured.

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

If, on the date Your Dependent, other than a newborn, is to become covered:

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

he or she is:

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

such coverage will not start until he or she:

- 1) is discharged from the hospital; or

2) is no longer Confined Elsewhere;  
and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to Disabled children who qualify under the definition of Dependent Child(ren).

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

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

If on the day before the Policy Effective Date, You were covered with respect to Your Dependents under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependents. However, the Dependent Amount of Insurance will be the lesser of the amount of life insurance and the accidental death and dismemberment principal sum:

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

reduced by any coverage amount:

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

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

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

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 60 days of the date of a Change in Family Status.

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

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

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

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

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

If You or Your Dependents are:

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

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

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

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

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

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

increase in Earnings which causes an increase in Your Amount of Life Insurance will be accompanied by a corresponding increase in the amount of premium due for this coverage.

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

However, if:

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

Your Amount of Life Insurance:

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

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

Your coverage will end on the earliest of the following:

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

unless continued in accordance with any one of the Continuation Provisions.

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

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

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

unless continued in accordance with the Continuation Provisions.

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

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way.

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

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

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions. The Continuation Provisions shown below may not be applied consecutively.

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

**Leave of Absence:** If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Life coverage) may be continued for 24 month(s) after the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

**Military Leave of Absence:** If You enter active full-time military service and are granted a military leave of absence in writing, Your coverage (including Dependent Life coverage) may be continued for up to 24 weeks. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

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

**Family and Medical Leave:** If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage(s) (including Dependent Life coverage) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

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

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

- 1) age 19 or older; and
- 2) Disabled; and
- 3) primarily dependent upon You for financial support;

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

- 1) You must submit proof satisfactory to Us of such Dependent Child(ren)'s Disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child(ren) must have become Disabled before attaining age 19.

Disabled means Your Dependent Child(ren) is incapable of self-sustaining employment by reason of intellectual disability or physical handicap.

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Coverage under The Policy will continue as long as:

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

However, no increase in the Amount of Life Insurance for such Dependent Child(ren) will be available.

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

**Disability Extension:** *Does coverage continue if I am Disabled?*

If You become Disabled, You may qualify for Disability Extension for You and Your Dependents. To qualify for Disability Extension, You must be Disabled prior to Age 70. If You qualify for Disability Extension, You may continue Your coverage while You are Disabled provided the required premium payments are made.

If You qualify for Disability Extension, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee or the date You became insured under The Policy if You were never an Active Employee under The Policy;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

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

This provision applies only to:

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

This provision does not apply to:

- 1) Your Accidental Death and Dismemberment coverage; and
- 2) Retirees (if applicable).

You are not eligible to apply for both the Portability Benefit and Disability Extension for the same coverage amount for You or Your Dependents.

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

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

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



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

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

To qualify for Disability Extension You must:

- 1) be covered under The Policy and be under Age 70 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled; or
- 3) Your coverage must have been continued under a Disability Extension provision of the Prior Policy.

In any event, You must have been Actively at Work under The Policy to qualify for Disability Extension.

**Disability Extension Ceases:** *When will the Disability Extension cease?*

We will continue Your coverage while You remain Disabled until the earliest of the date:

- 1) The Policy terminates;
- 2) the required premium for coverage is due but not paid;
- 3) You attain Age 70; or
- 4) You are no longer in an Eligible Class, or the class is cancelled.

Dependent Life Insurance coverage will continue until the earliest to occur of the date:

- 1) You die;
- 2) Your coverage terminates;
- 3) The Policy terminates;
- 4) the required premium for coverage is due but not paid;
- 5) You attain age 70;
- 6) Your Dependents are no longer in an Eligible Class, or Dependent coverage is no longer offered; or
- 7) Your Dependent no longer meets the definition of Dependent.

*What happens when the Disability Extension ceases?*

When the Disability Extension ceases:

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

## BENEFITS

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

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

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

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

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

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

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

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

If You or Your Dependents sustain an Injury which results in any of the following Losses within 365 days of the date of accident, and the accident occurs while You are covered under this benefit, We will pay the injured person's amount of

Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss in accordance with the Proof of Loss provision.

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

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

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

**Loss** means with regard to:

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

**Exposure and Disappearance:** *What if Loss is due to exposure or disappearance? This benefit is not available for Retirees.*

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

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

We will presume that You suffered Loss of life if:

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

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

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

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

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

This Benefit will be paid:

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

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if the injured person was:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and

- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

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

The Air Bag Benefit is the lesser of:

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

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

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

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

**Seat Belt** means:

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

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

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

**Intoxicated** means:

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

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

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

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

If You or Your Dependents sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of the deceased person's place of permanent residence. We will only pay a benefit if the deceased person's body is transported across state lines or country borders.

This Benefit will be paid:

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

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
  - a) preparation of the body for burial or cremation; and
  - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying the deceased person's amount of Principal Sum by the Repatriation Benefit Percentage; or

- 3) the Maximum Amount for this Benefit.

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

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

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

This Benefit will be paid:

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

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

- 1) the amount resulting from multiplying Your Principal Sum by the Child Education Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

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

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

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

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

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

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

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

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

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

**Student** means Your Dependent Child(ren) who is covered on the date of Your death and:

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

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

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

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

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

This Benefit will be paid:

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

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

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

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

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

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

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

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

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

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

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

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

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

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

This Benefit will be paid:

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

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

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

**Rehabilitative Program** means any training which:

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

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

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

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

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

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

This Benefit will be paid:

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

The Spouse Education Benefit is the least of:

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

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

Your surviving Spouse must enroll in Occupational Training:

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

**Occupational Training** means any:

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

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

**Expense Incurred** means:

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

for the Occupational Training.

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

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

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

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

This Benefit will be paid:

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

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

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

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

We will pay the Adaptive Home and Vehicle Benefit if:

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

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

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

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

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

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

- 1) covered under The Policy for an Amount of Life Insurance of at least \$10,000; and
- 2) under age 70;

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

The Accelerated Benefit will not be available to You unless You have been Actively at Work under The Policy.

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

The Amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit. Any premium required will be based on the amount of Your life insurance remaining after the Accelerated Benefit is paid under this benefit. There will be no effect on the Accidental Death and Dismemberment Benefit Principal Sum after the Accelerated Benefit Amount is paid under this benefit.

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

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$100,000 and are Terminally Ill, You can request any portion of the Amount of Life Insurance Benefits from \$3,000 to \$80,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$77,000 in the future.

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Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
  - 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;
- You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

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

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

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

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

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

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

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

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

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

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

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

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

If Your or Your Spouse's coverage under The Policy ends because:

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

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

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You or Your Spouse may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, except nonpayment of premium, the full amount of Your or Your Spouse's coverage which ended may be converted less any Amount of Life Insurance for which You or Your Spouse may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any reason, except nonpayment of premium, the full amount of Your Dependent Child(ren)'s coverage which ended may be converted less any Amount of Life Insurance for which Your Dependent Child(ren) may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

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

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

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

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

The Insurer must receive this within:

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

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

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

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

within the time period specified in the proposal.

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

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

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

The Conversion Policy will:

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

The Conversion Policy will not provide:

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

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

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

until such coverage ends.

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



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

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

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

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

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

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

Qualifying Events for You are:

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

Qualifying Events for Your Dependents are:

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

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

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

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

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

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

This must be received within:

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

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

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

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

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

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

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

However, the Amount of Life Insurance that may be continued will not exceed:

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

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

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

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

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

Portability is not available for any Amount of Life Insurance that You have exercised under the Conversion Right.

Portability is also not available to You while Your coverage is being continued under a Continuation Provision under The Policy. However, if:

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

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

## EXCLUSIONS

**Accidental Death and Dismemberment Benefit Exclusions:** (Applicable to all benefits except the Life Insurance Benefit and the Accelerated Benefit) *What is not covered under The Policy?*

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

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

**Intoxicated** means:

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

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

## GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

All proof submitted must be satisfactory to Us.

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

Written Proof of Loss should be sent to Us or Our representative:

- 1) with respect to the Life Insurance Benefits within 365 day(s); and
- 2) with respect to the Accidental Death and Dismemberment Benefits within 90 day(s);

after the loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

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

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

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

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

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

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

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

Benefits may be subject to interest payments as required by applicable law.

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

Life Insurance Benefits and benefits for loss of life under the Accidental Death and Dismemberment Benefit will be paid in accordance with the life insurance Beneficiary Designation provided it does not contradict the Claim Payment provision.

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

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

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

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

- 1) \$200 at Your death; and

- 2) monthly installments of not more than \$200.

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

We will pay the Life Insurance Benefit and benefits for loss of life under the Accidental Death and Dismemberment Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving spouse or the executor or administrator of Your estate.

If benefits are payable and meet Our guidelines, then You, or your Beneficiary, may elect to receive benefits in a lump sum payment or may elect to receive benefits through a draft book account. The draft book account will be owned by:

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

However, an account will not be established for:

- 1) a benefit payable to Your estate; or
- 2) an amount that is less than \$10,000.

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

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

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

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

In no event may a beneficiary be changed by a power of attorney.

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

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

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

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

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

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

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

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

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

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

Except for non-payment of premiums, Your or Your Dependent's Life Insurance Benefit cannot be contested after two years from its effective date.

No statement made by You or Your Spouse relating to Your or Your Spouse's insurability will be used to contest Your insurance for which the statement was made after Your insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You and Your Spouse.

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

All statements made by the Policyholder, the Employer or You or Your Spouse under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or representative.

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

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

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

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

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

We and the Policyholder assume no responsibility:

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

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

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

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) more than 6 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

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

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

**Fraud:** *What are the consequences of making fraudulent statements?*

Any person who, with the intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

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

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

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

## DEFINITIONS

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

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

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

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

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

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

**Dependent Child(ren)** means:

Your children, stepchildren, legally adopted children, or any other children related to You by blood or marriage who:

- 1) live with You in a regular parent-child relationship; and/or
- 2) You claimed as a dependent on Your last filed federal income tax return;

provided such children are primarily dependent upon You for financial support and maintenance and are:

- 1) at least 15 days old but not yet age 19;
- 2) age 19, but not yet age 25, and in full-time attendance (at least 12 course credit hours per semester) at an accredited institution of learning. If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student continues to qualify as a Dependent; or
- 3) age 19 or older and Disabled. Such children must have become Disabled before attaining age 19. You must submit proof, satisfactory to Us, of such children's Disability.

Disabled means such child is:

- 1) incapable of self-sustaining employment by reason of intellectual disability or physical handicap; and
- 2) primarily dependent upon You for financial support and maintenance.

**Dependents** means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States of America, its territories and protectorates.

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

However, if You are an hourly paid Active Employee, Earnings means the product of:

- 1) the average number of hours You worked per year, not including overtime, over the most recent 1 year period immediately prior to the last day You were Actively at Work, multiplied by:
- 2) Your hourly wage in effect on the date immediately prior to the last day You were Actively at Work.

**Employer** means the Policyholder.

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

**Injury** means bodily injury resulting:

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

which occurs while You or Your Dependents are covered under The Policy.

Loss resulting from:

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

is not considered as resulting from Injury.

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

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

not being used as a Common Carrier.

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

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

| Year of Birth  | Normal Retirement Age | Year of Birth | Normal Retirement Age |
|----------------|-----------------------|---------------|-----------------------|
| 1937 or before | 65                    | 1955          | 66 + 2 months         |
| 1938           | 65 + 2 months         | 1956          | 66 + 4 months         |

|                   |                |               |                |
|-------------------|----------------|---------------|----------------|
| 1939              | 65 + 4 months  | 1957          | 66 + 6 months  |
| 1940              | 65 + 6 months  | 1958          | 66 + 8 months  |
| 1941              | 65 + 8 months  | 1959          | 66 + 10 months |
| 1942              | 65 + 10 months | 1960 or after | 67             |
| 1943 through 1954 | 66             |               |                |

**Physician** means a person who is:

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

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

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

**Spouse** means Your spouse who:

- 1) is not legally separated or divorced from You; and
- 2) is not in active full-time military service.

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

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

**You or Your** means the person to whom this Certificate of Insurance is issued.

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider forms a part of a Certificate of Insurance given in connection with The Policy.

This rider becomes effective on the Effective Date of The Policy.

In accordance with Virginia law, the following applies to all certificates of Life Insurance:

**BENEFICIARY DESIGNATIONS MAY NOT APPLY  
IN THE EVENT OF ANNULMENT OR DIVORCE**

Under Virginia law (Virginia Code s 20-111.1), a revocable beneficiary designation in a policy owned by one spouse that names the other spouse as beneficiary becomes void upon the entry of a decree of annulment or divorce, and the death benefit prevented from passing to a former spouse will be paid as if the former spouse had predeceased the decedent. In the event of annulment or divorce proceedings, and if it is the intent of the parties that the beneficiary designation of the former spouse is to continue, you are advised to make certain that one of the following courses of action is taken prior to the entry of a decree of annulment or divorce:

- 1) change the beneficiary designation to make it irrevocable;
- 2) change the ownership of the policy or contract;
- 3) execute a separate written agreement stating the intention of both parties that the beneficiary designation is to remain in effect beyond the date of entry of the decree of annulment or divorce; or
- 4) make certain that the decree of annulment or divorce contains a provision stating that the beneficiary designation is not to be revoked pursuant to s 20-111.1.

In all other respects the Certificate of Insurance remains the same.

Signed for Hartford Life and Accident Insurance Company

**Kevin Barnett, Secretary**

**Jonathan Bennett, President**



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

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

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**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are retirees under age 65 as of April 1<sup>st</sup> every year, who worked 30 to 40 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

Supplemental Amount of Life Insurance

|           | <b>Maximum Amount</b>   |
|-----------|---|
| Option 1: | \$10,000  |
| Option 2: | .5 times Your annual Earnings, subject to a maximum of \$100,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000. |
| Option 3: | 1 times Your annual Earnings, subject to a maximum of \$100,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.  |

However, in no event will Your Supplemental Amount of Life Insurance be less than \$10,000.  
Earnings means Your Earnings on Your last day of work as an Active Employee prior to Retirement.

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Contributory Coverage will start on the date You become eligible if You enroll on or before that date.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

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

such coverage will not start until You:

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

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

---

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:

1. Dependent Life Insurance Benefit;
2. Accidental Death and Dismemberment Benefit;
3. Additional Accidental Death and Dismemberment Benefits;
4. Reduction in Coverage Due to Age;
5. Continuity from a Prior Policy;
6. Continuation Provisions
7. Waiver of Premium; and
8. Accelerated Benefit.
9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



Lisa Levin, Secretary



Michael Concannon, President

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are retirees under age 65 as of April 1<sup>st</sup> every year, who worked 20 to 29 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

Supplemental Amount of Life Insurance

**Maximum Amount**  
\$10,000

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Contributory Coverage will start on the date You become eligible if You enroll on or before that date.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

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

such coverage will not start until You:

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

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

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

---

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:
1. Dependent Life Insurance Benefit;
  2. Accidental Death and Dismemberment Benefit;
  3. Additional Accidental Death and Dismemberment Benefits;
  4. Reduction in Coverage Due to Age;
  5. Continuity from a Prior Policy;
  6. Continuation Provisions
  7. Waiver of Premium; and
  8. Accelerated Benefit.
  9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



Lisa Levin, *Secretary*



Michael Concannon, *President*

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are retirees under age 65 as of April 1<sup>st</sup> every year, who worked 10 to 19 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

**Supplemental Amount of Life Insurance**

**Maximum Amount**  
**\$5,000**

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Contributory Coverage will start on the date You become eligible if You enroll on or before that date.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

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

such coverage will not start until You:

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

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

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

---

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:

1. Dependent Life Insurance Benefit;
2. Accidental Death and Dismemberment Benefit;
3. Additional Accidental Death and Dismemberment Benefits;
4. Reduction in Coverage Due to Age;
5. Continuity from a Prior Policy;
6. Continuation Provisions
7. Waiver of Premium; and
8. Accelerated Benefit.
9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



Lisa Levin, *Secretary*



Michael Concannon, *President*

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are retirees age 65 and over as of April 1<sup>st</sup> every year, who worked 30 to 40 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

**Supplemental Amount of Life Insurance**

**Maximum Amount**  
\$10,000

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Contributory Coverage will start on the date You become eligible if You enroll on or before that date.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;



You are:

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

such coverage will not start until You:

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

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

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

---

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:
1. Dependent Life Insurance Benefit;
  2. Accidental Death and Dismemberment Benefit;
  3. Additional Accidental Death and Dismemberment Benefits;
  4. Reduction in Coverage Due to Age;
  5. Continuity from a Prior Policy;
  6. Continuation Provisions
  7. Waiver of Premium; and
  8. Accelerated Benefit.
  9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



Lisa Levin, *Secretary*



Michael Concannon, *President*

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are retirees age 65 and over as of April 1<sup>st</sup> every year, who worked 20 to 19 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

Supplemental Amount of Life Insurance

**Maximum Amount**  
**\$5,000**

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Contributory Coverage will start on the date You become eligible if You enroll on or before that date.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

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

such coverage will not start until You:

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

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

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

---

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:

1. Dependent Life Insurance Benefit;
2. Accidental Death and Dismemberment Benefit;
3. Additional Accidental Death and Dismemberment Benefits;
4. Reduction in Coverage Due to Age;
5. Continuity from a Prior Policy;
6. Continuation Provisions
7. Waiver of Premium; and
8. Accelerated Benefit.
9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



**Lisa Levin, Secretary**



**Michael Concannon, President**

**Amendatory Rider**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

This rider is attached to a certificate given in connection with Policy Number GL-803582, issued to ARLINGTON COUNTY GOVERNMENT.

This rider becomes effective July 1, 2019.

The certificate is hereby amended in the following manner:

With respect to All Retirees who are retirees age 65 and over as of April 1<sup>st</sup> every year, who worked 10 to 19 hours per week prior to date of retirement Your certificate is amended as follows:

1. The **Amount of Life Insurance** provision shown in **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Amount of Life Insurance**

Supplemental Amount of Life Insurance

**Maximum Amount**  
\$2,500

2. The **Eligibility for Coverage** provision shown in the **Eligibility and Enrollment** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

3. The **Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Effective Date:** When does my Retiree Coverage start?

Contributory Coverage will start on the date You become eligible if You enroll on or before that date.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

4. The **Deferred Effective Date** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

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

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

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

such coverage will not start until You:

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

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

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

5. The **Termination** provision shown in the **Period of Coverage** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

**Retiree Coverage Termination:** When will my Retiree Coverage End?

Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the required premium is due but not paid.

6. The following Definition of a Retiree shall apply to You:

**Retiree** means a former Active Full-time Employee of the Employer who has attained Retiree status according to the Employer's retiree eligibility policy.

7. The following Provisions found in the **Life Insurance** portion of Your certificate will not apply to You:

1. Dependent Life Insurance Benefit;
2. Accidental Death and Dismemberment Benefit;
3. Additional Accidental Death and Dismemberment Benefits;
4. Reduction in Coverage Due to Age;
5. Continuity from a Prior Policy;
6. Continuation Provisions
7. Waiver of Premium; and
8. Accelerated Benefit.
9. Portability

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company



Lisa Levin, *Secretary*



Michael Concannon, *President*

# **YOUR BENEFIT PLAN**

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**ARLINGTON COUNTY GOVERNMENT**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

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

**CERTIFICATE OF INSURANCE**

**Policyholder:** ARLINGTON COUNTY GOVERNMENT

**Policy Number:** GLT-681584

**Policy Effective Date:** July 1, 2019

**Policy Anniversary Date:** July 1, 2022

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

Signed for the Company

Kevin Barnett, Secretary

Jonathan Bennett, President

*A note on capitalization in this certificate:*

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

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## SCHEDULE OF INSURANCE

The Policy of long term Disability insurance provides You with long term income protection if You become Disabled from a covered injury, sickness or pregnancy.

The benefits described herein are those in effect as of September 10, 2021.

**Cost of Coverage:**

You must contribute toward the cost of coverage.

**Disclosure of Fees:**

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

**Disclosure of Services:**

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

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

Full-time Employment: at least 30 hours weekly

Part-time Employment: at least 10 hours weekly

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

**Eligibility Waiting Period for Coverage:**

None

**Elimination Period:** 365 day(s)

**Maximum Monthly Benefit:** \$10,000

**Minimum Monthly Benefit:** The greater of:

- 1) \$100; or
- 2) 10% of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits.

**Benefit Percentage:** 60%

### Maximum Duration of Benefits

#### Maximum Duration of Benefits Table

| Age When Disabled | Benefits Payable                                  |
|-------------------|---|
| Prior to Age 63   | To Normal Retirement Age or 48 months, if greater |
| Age 63            | To Normal Retirement Age or 42 months, if greater |
| Age 64            | 36 months   |
| Age 65            | 30 months   |
| Age 66            | 27 months   |
| Age 67            | 24 months   |
| Age 68            | 21 months   |
| Age 69 and over   | 18 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:

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

**Additional Benefit:**

**Family Care Credit Benefit**  
see benefit

**Survivor Income Benefit**  
see benefit

**Workplace Modification Benefit**  
see benefit

## ELIGIBILITY AND ENROLLMENT

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

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

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

You will become eligible for coverage on the later of:

- 1) the Policy Effective Date; or
- 2) the date on which You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

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

To enroll for coverage You must:

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

You have the option to enroll electronically. Your Employer will provide instructions.

If You do not enroll within 60 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll:

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) You may only enroll:
  - a) during an Annual Enrollment Period designated by the Policyholder; or
  - b) within 60 days of the date You have a Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.

**Evidence of Insurability:** *What is Evidence of Insurability and what happens if Evidence of Insurability is not satisfactory to Us?*

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

- 1) a completed and signed application approved by Us;
- 2) a medical examination, if requested;
- 3) attending Physicians' statements; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Our expense. We will then determine if You are insurable under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Monthly Benefit will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 60 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 60 days after the date You were first eligible to enroll.

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

A Change in Family Status occurs when:

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

## PERIOD OF COVERAGE

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

Your coverage will start on the earliest of:

- 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 60 days after the date You are eligible;
- 3) the date We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or
- 4) the Policy Anniversary Date following the Annual Enrollment Period if You enroll, for benefit amounts not requiring Evidence of Insurability, during an Annual Enrollment Period.

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

If You are absent from work due to:

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

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

**Changes in Coverage:** *Can I change my benefit options?*

You may change Your benefit option only:

- 1) during an Annual Enrollment Period; or
- 2) within 60 days of a Change in Family Status.

At such time You may decrease coverage, or increase coverage to a higher option. An increase in coverage will be subject to Your submission of an application that meets Our approval.

*When will a requested change in benefit option take effect?*

If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

- 1) the Policy Anniversary Date following the Annual Enrollment Period; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

If You enroll for a change in benefit option within 60 days following a Change in Family Status, the change will take effect on the later of:

- 1) the date You enroll for the change; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

Any such increase in coverage is subject to the following provisions:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitation.

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

Your coverage may increase or decrease on the date there is a change in Your class or Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:

- 1) are an Active 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 Pre-disability Earnings will become effective until the date We receive notice of the change.

*What happens if the Employer changes The Policy?*

Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, subject to the following provisions:

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

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

Your coverage will end on the earliest of the following:

- 1) the end of the month following the date The Policy terminates;
- 2) the end of the month following the date The Policy no longer insures Your class;
- 3) the end of the month following the date premium payment is due but not paid, subject to the Grace Period;
- 4) the last day of the period for which You make any required premium contribution, subject to the Grace Period;
- 5) the end of the month following the date Your Employer terminates Your employment; or
- 6) the end of the month following the date You cease to be a Full-time or Part-time Active Employee in an eligible class for any reason;

unless continued in accordance with any of the Continuation Provisions.

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

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium by the Employer; and
- 3) terminates if:
  - a) The Policy terminates; or
  - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

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

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

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

**Family and Medical Leave:** If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

**Coverage while Disabled:** *Does my insurance continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active 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.

**Waiver of Premium:** *Am I required to pay premiums while I am Disabled?*

No premium will be due for You:

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

**Extension of Benefits for Disability:** *Do my benefits continue if The Policy terminates?*

If You are entitled to benefits while Disabled and The 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 of The Policy for any reason will have no effect on Our liability under this provision.

## BENEFITS

**Disability Benefit:** *What are my Disability Benefits under The Policy?*

We will pay You a Monthly Benefit if You:

- 1) become Disabled while insured under The Policy;
- 2) are Disabled throughout the Elimination Period;
- 3) remain Disabled beyond the Elimination Period; and
- 4) submit Proof of Loss to Us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly. However, benefits will not exceed the Maximum Duration of Benefits.

**Mental Illness and Substance Abuse Benefits:** *Are benefits limited for Mental Illness or Substance Abuse?*

If You are Disabled because of:

- 1) Mental Illness that results from any cause;
- 2) any condition that may result from Mental Illness;
- 3) alcoholism; or
- 4) the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance;

then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.

Benefits will be payable:

- 1) for as long as You are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
- 2) if not confined, or after You are discharged and still Disabled, for a total of 24 months for all such disabilities during Your lifetime.

**Recurrent Disability:** *What happens if I Recover but become Disabled again?*

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

Any day within such period of Recovery, will not count toward the Elimination Period.

After the Elimination Period, if You return to work as an Active Employee and then become Disabled and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 6 months 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 Policy remains in force.

If You return to work as an Active Employee for 6 months or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

**Period of Disability** means a continuous length of time during which You are Disabled under The Policy.

**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.

**Calculation of Monthly Benefit: Return to Work Incentive:** *How are my Disability benefits calculated?*

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.

The result is Your Monthly Benefit. 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 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.

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

If the sum of Your Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of Your 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.

If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.

**Minimum Monthly Benefit:** *Is there a Minimum Monthly Benefit?*

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

**Partial Month Payment:** *How is the benefit calculated for a period of less than a month?*

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

**Termination of Payment:** *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits Table;
- 8) the date Your Current Monthly Earnings:
  - a) are equal to or greater than 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
  - b) are greater than the lesser of the product of Your Indexed Pre-disability Earnings and the Benefit Percentage or the Maximum Monthly Benefit if You are receiving benefits for being Disabled from Any Occupation;
- 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration; or
- 10) 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 or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation.

**Family Care Credit Benefit:** *What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?*

If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, 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 intellectually disabled 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 Rehabilitation; and
  - b) \$175 thereafter;
 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 Rehabilitation program; or
  - b) Family Care Credits for 24 months have been deducted during Your Disability; and
- 7) no Family Care provided by someone Related to the family member receiving the care will be eligible as a deduction under this provision.

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 Policy if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of Your Indexed Pre-disability Earnings.

**Survivor Income Benefit:** *Will my survivors receive a benefit if I die while receiving Disability Benefits?*

If You were receiving a Monthly Benefit at the time of Your death, We will pay a Survivor Income Benefit, when We receive proof satisfactory to Us:

- 1) of Your death; and
- 2) that the person claiming the benefit is entitled to it.

We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.

The Survivor Income Benefit will only be paid:

- 1) to Your Surviving Spouse; or
- 2) if no Surviving Spouse, in equal shares to Your Surviving Children.

If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.

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

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 Survivor Income Benefit is calculated as 3 times the lesser of:

- 1) Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or
- 2) The Maximum Monthly Benefit.

**Surviving Spouse** means Your spouse who was not legally separated or divorced from You when You died.

**Surviving Children** means Your unmarried children, step children, legally adopted children who, on the date You die, are primarily dependent on You for support and maintenance and who are under age 25.

The term Surviving Children will also include any other children related to You by blood or marriage and who:

- 1) lived with You in a regular parent-child relationship; and
- 2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death.

**Workplace Modification Benefit:** *Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?*

We will reimburse Your Employer for the expense of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active Employee. You qualify for this benefit if:

- 1) Your Disability is covered by The Policy;
- 2) the Employer agrees 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) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such Workplace Modification shall not exceed \$25,000.

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.

We will reimburse the Employer's costs for approved Workplace Modifications 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 Employee.

**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 The Policy.

## EXCLUSIONS AND LIMITATIONS

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

The Policy does not cover, and We will not pay a benefit 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, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted injury.

**Pre-existing Condition Limitation:** *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled:

- 1) You have not received Medical Care for the condition for 3 consecutive month(s) while insured under The Policy; or
- 2) You have been continuously insured under The Policy for 12 consecutive month(s).

**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 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

**Medical Care** is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or



- 2) recommends, prescribes, or provides Treatment.

**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.

## GENERAL PROVISIONS

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

You must give Us written notice of a claim within 30 days after Disability or loss occurs. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address and the Policy Number.

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

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

**Proof of Loss:** *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 Pre-disability Earnings, Current Monthly Earnings or any 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 or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 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) disclosure of all information and documentation required by Us relating to Other Income Benefits;
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available; and
- 7) disclosure of all information and documentation required by Us in order to exercise Our Subrogation or Reimbursement rights.

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.

**Additional Proof of Loss:** *What Additional Proof of Loss is the Company 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 Physician, 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.

Your Additional Proof of Loss must be satisfactory to Us. 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 by Our representative.

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

Written Proof of Loss must be sent to Us within 90 days following the completion of the Elimination Period. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably 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, as reasonably required. In such cases, We must receive the proof within 30 day(s) of the request.

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

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits for loss of time at the end of each month that You are Disabled. We will pay all other benefits within 60 days. 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 Proof of Loss satisfactory to Us is received.

Benefits may be subject to interest payments as required by applicable law.

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

All payments are payable to You. Any payments owed 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 a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

**Claim Denial:** *What notification will I receive if my 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 notification 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 perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

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

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so You:

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

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

**Social Security:** *When must I apply for Social Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

**Plan Offered by a State or Municipal Government:** *When must I apply for benefits under a plan offered by a state or municipal government?*

You must apply for disability benefits under a plan offered by a state or municipal government, such as those offered by a public employee retirement system or state teacher retirement system, when the length of Your Disability meets the minimum duration required to apply for such benefits and You are eligible under the plan. You must apply within 45 days

from the date of Our request. If the administrator of that alternative plan denies Your eligibility for benefits, You will be required to follow the process established by the administrator to reconsider the denial.

**Benefit Estimates:** *How does the Company estimate Disability benefits under the United States Social Security Act or an alternative plan offered by a state or municipal government?*

We reserve the right to reduce Your Monthly Benefit by estimating the Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, that You or Your spouse and children 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 nor disability benefits under an alternative plan offered by a state or municipal government if:

- 1) You apply for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government if applicable, and pursue all required appeals in accordance with the Social Security and Plan Offered by a State or Municipal Government provisions; and
- 2) You have signed a form authorizing the Social Security Administration, or the administrator of the alternative plan offered by a state or municipal government if applicable, to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

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

- 1) You or Your dependent are later awarded Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, We will adjust Your Monthly Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, 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, or similar level under an alternative plan offered by a state or municipal government when available.

If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were lower than We estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were higher than We estimated, and if Your Monthly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision.

**Overpayment:** *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 Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

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.

**Overpayment Recovery:** *How does the Company 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 The Policy.

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

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
  - a) You;

- b) any other organization;
  - c) any other insurance company;
  - d) any other person to or for whom payment was made; and
  - e) 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 legal and equitable rights in court.

**Subrogation:** *What are Our subrogation rights?*

If You:

- 1) suffer a Disability caused, in full or in part, by the act or omission of any person or legal entity;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from a Third Party in a reasonable period of time or notify Us that You do not intend to do so;

then We will be subrogated to any rights You may have against a Third Party and may, at Our option, bring legal action against or otherwise pursue a Third Party to recover any payments made by Us in connection with the Disability.

**Third Party** as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

**Reimbursement:** *What are Our reimbursement rights?*

We have the right to be reimbursed for any benefit payments made or required to be made under The Policy for a Disability for which You recover any funds from a Third Party.

If You recover any funds from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You or Your attorney shall hold in constructive trust the lesser of:

- 1) the entire amount of the benefit payment(s) made or required to be made by Us; or
- 2) the total amount of the recovered funds;

less Our pro rata share of any reasonable attorneys' fees and court costs associated with the recovered funds. We have the right of first reimbursement regardless of:

- 1) whether You are made whole;
- 2) how the recovered funds are characterized; or
- 3) whether the particular funds recovered are still in Your possession.

By accepting benefit payment(s) under The Policy, You:

- 1) agree to cooperate fully with Our reimbursement rights, including disclosure of all information and documentation required by Us in order to exercise Our reimbursement rights; and
- 2) will not do anything to prejudice Our reimbursement rights.

You or Your attorney's failure to cooperate fully with Our reimbursement rights may result in denial or termination of Your benefits under The Policy.

**Third Party** as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

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

Legal action cannot be taken against Us:

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

**Fraud:** *What are the consequences of making fraudulent statements?*

Any person who, with the intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

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

If material facts about You were not stated accurately, including facts about Your age:

- 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.

All statements made by the Policyholder, the Employer or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

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

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

**Physical Examinations and Autopsy:** *Will I be examined during the course of my claim?*

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

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

**Entire Contract**

The contract between the parties consists of:

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

All statements made by the Policyholder, or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or personal representative.

## DEFINITIONS

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

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

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

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

**Any Occupation** means any occupation for which You are qualified by education, training or experience, and that has an earnings potential greater than the lesser of:

- 1) the product of Your Indexed Pre-disability Earnings and the Benefit Percentage; or
- 2) the Maximum Monthly Benefit.

**Current Monthly Earnings** means monthly earnings You receive from:

- 1) Your Employer; and

2) other employment;  
while You are Disabled.

Current Monthly Earnings also includes the pay You could have received for another job or a modified job if:

- 1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
- 2) the requirements of the position were consistent with:
  - a) Your education, training and experience; and
  - b) Your capabilities as medically substantiated by Your Physician.

**Disability or Disabled** means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation during the Elimination Period;
- 2) Your Occupation, for the 2 year(s) following the Elimination Period, and as a result Your Current Monthly Earnings are less than 80% of Your Indexed Pre-disability Earnings; and
- 3) after that, 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 equal to or 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. For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by Your Employer, or another employer, and You refused the offer.

Your Disability must result from:

- 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.

**Elimination Period** means the longer of the number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable or the expiration of any Employer sponsored short term disability benefits or salary continuation program, excluding benefits required by state law.

**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) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

**Indexed Pre-disability Earnings** 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 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. The adjustment is made January 1st each year after You have been Disabled for 12 consecutive month(s), provided 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.

**Mental Illness** means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

**Monthly Benefit** means a monthly sum payable to You while You are Disabled, subject to the terms of The Policy.

**Monthly Income Loss** means Your Pre-disability Earnings minus Your Current Monthly Earnings.

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

- 1) temporary, permanent disability, or impairment 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 Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 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/or children, are eligible to receive because of Your Disability; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
  - a) that begins after You become Disabled; or
  - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means the amount of any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under Your Employer's Retirement Plan;
- 2) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 3) portion of a judgement or settlement of a claim or lawsuit that represents or compensates for Your loss of earnings, less Our pro rata share of any associated reasonable attorneys' fees and court costs;
- 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/or 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 month(s). We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

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

**Pre-disability Earnings** means Your regular monthly rate of pay not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the last day You were Actively at Work before You became Disabled.

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However, if You were an hourly paid Active Employee before You became Disabled, Pre-disability Earnings means the product of:

- 1) the average number of hours You worked per month, not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by:
- 2) Your hourly wage in effect immediately prior to the last day You were Actively at Work before You became Disabled.

**Regular Care of a Physician** means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are 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.

**Rehabilitation** means a process of Our working together with You in order for Us 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; or
  - d) speech therapy;
- 4) work-place modification to the extent not otherwise provided;
- 5) job placement;
- 6) transitional work; and
- 7) similar services.

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

**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, 403(b) plan or 457 deferred compensation arrangement.

**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.

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

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

**Your Occupation** 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.

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

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

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

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