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## **MARINERS CHURCH**

**862326(GRH/GLT/GL)1.5 Short Term Disability, Long Term Disability, Life, Supplemental Life, Accidental Death and Dismemberment and Supplemental Dependent Life**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
**DISABILITY INCOME PROTECTION COVERAGE**  
**OUTLINE OF COVERAGE**

Read Your Certificate Carefully. This outline of coverage provides a very brief description of some important features of your certificate. The certificate itself must be consulted for important details of the coverage provided. Please see the Table of Contents in the front of your Certificate for the location of the sections and provisions referred to in this outline.

- 1) Disability Income Protection Coverage. This category of coverage is designed to provide, to persons insured, benefits for disabilities resulting from a covered accident or sickness, subject to any limitations set forth in the policy. Benefits are not provided for basic hospital, basic medical-surgical, or major-medical expenses.
- 2) Benefits. The benefits provided by your coverage are indicated in the Schedule of Insurance in your Certificate. Benefit provisions are described in the Benefits section of your Certificate.
- 3) Exceptions, Reductions, and Limitations. Exceptions, reductions and limitations to your coverage are described in the Schedule of Insurance and in the Benefits section of your Certificate. In addition, exclusions and limitations, including any limitations for pre-existing conditions, are described in the Exclusions section of your Certificate.
- 4) Continuation of Coverage. Please see the provisions relating to eligibility for coverage in the Schedule of Insurance, and to continuation and termination of coverage in the Termination provision of the Benefits section of your Certificate.
- 5) Premiums/Contributions. The premium or contribution required for your coverage is shown in the Schedule of Insurance in your Certificate. Your premiums or contributions may increase or decrease as indicated in the Schedule of Insurance in your Certificate.

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A note on capitalization in this benefits booklet:

Capitalization of the first letter of a word or phrase not normally capitalized according to the rules of standard punctuation (Weekly Earnings, for example) indicates a word or phrase that is defined in the DEFINITIONS section, or that refers back to an item found in the Schedule of Benefits.

PS-M-73

**INSURER INFORMATION NOTICE**

**NOTICE REQUIREMENT**

**IF YOU HAVE A COMPLAINT, AND CONTACTS BETWEEN YOU AND THE INSURER OR AN AGENT OR OTHER REPRESENTATIVE OF THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM, THEN YOU MAY CONTACT:**

**STATE OF CALIFORNIA INSURANCE DEPARTMENT  
CONSUMER COMMUNICATIONS BUREAU  
300 SOUTH STREET, SOUTH TOWER  
LOS ANGELES, CA 90013**

**1-800-927-HELP**

**THE HARTFORD'S ADDRESS AND TOLL-FREE NUMBER IS:**

**THE HARTFORD GROUP BENEFIT'S DIVISION  
POLICYHOLDER SERVICES, P.O. BOX 2999  
HARTFORD, CT 06104-2999  
TELEPHONE: 1-800-572-9047**



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

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**CERTIFICATE OF INSURANCE**

Under  
**The Group Insurance Policy**  
**as of the Effective Date**

Issued by  
**HARTFORD LIFE**  
to  
**The Policyholder**

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

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

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

according to the terms of the Policy.

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

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

**Richard G. Costello, Secretary**

**John C. Walters, President**

## SCHEDULE OF INSURANCE

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

Policyholder: MARINERS CHURCH  
Group Insurance Policy: GRH-862326  
Plan Effective Date: September 1, 2008

### **THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF SEPTEMBER 1, 2009.**

This plan of Short Term Disability Insurance provides You with short term income protection if You become Disabled from a covered injury, sickness, Mental Illness, Substance Abuse or pregnancy. Where used in this contract, the term Disabled or Disability shall mean Total Disability or Partial Disability as defined in the Definitions Section of the Certificate.

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

Your Employer is paying for the cost of Your coverage and has decided to give You the choice of including or not including the cost in Your gross income on IRS Form W-2.

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

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

Full-time Employees: 40 hours weekly

The **Weekly Benefit** will be the lesser of:

- 60% of Your Weekly Earnings; or
- \$750,

reduced by Other Income Benefits.

The **Maximum Duration of Benefits** for a Disability is:

- 12 week(s) if caused by Accident;
- 12 week(s) if caused by Sickness.

**Benefits Commence** for Disability caused by:

- Accident: on the 8th day of Disability
- Sickness: on the 8th day of Disability

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

You will be eligible for coverage on the first day of the month coincident with or next following Your date of hire.

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

## ELIGIBILITY AND ENROLLMENT

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

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

**When will You become eligible?**

You will become eligible for coverage on either:

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

See the Schedule of Insurance for the Eligibility Waiting Period.

**How do You enroll?**

Eligible Persons will be enrolled automatically by the Employer.

**WHEN COVERAGE STARTS**

**When does Your coverage start?**

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

**DEFERRED EFFECTIVE DATE**

**Will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?**

If You are absent from work due to Your:

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

on the date Your insurance or increase in coverage would otherwise have become effective, the effective date of the coverage or increase in coverage will be deferred until You have been Actively at Work for one full work-day.

**CHANGES IN COVERAGE**

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

Your coverage may increase or decrease on the date there is a change in Your class or Weekly Earnings. However, no increase in coverage will be effective unless on that date You:

1. are an Active Full-time Employee; and
2. are not absent from work due to Your 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 Weekly Earnings will become effective until the date we receive notice of the change.

**What happens if the Employer changes the Plan?**

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, except that the limitations on increases stated in the Deferred Effective Date provision will apply.

## **BENEFITS**

### **How do benefits become payable for Total Disability?**

If, while covered under this Benefit, you become Totally Disabled, and furnish proof to us that you remain Totally Disabled, we will pay the Weekly Benefit shown in the Schedule of Insurance.

The amount of any Weekly Benefit payable shall be reduced by the total amount of Other Income Benefits You receive as described in the Definitions section of this Policy. The amount of Your Weekly Benefit may also be reduced by certain benefits You could reasonably be expected to receive but for which You did not apply as described in the Definitions Section of the Policy. The Weekly Benefit will also be reduced by Your Current Weekly Earnings as described in the Partial Disability section of the Policy.

See the Schedule of Insurance for the Weekly Benefit, the Maximum Duration of Benefits, and when Benefits Commence.

No benefits will be payable unless you are under the care of a Physician other than yourself.

**Loss of License:** 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. However, information relating to Your loss of license supporting Your claim for benefits may be submitted as part of Your proof of Loss.

### **How is a benefit calculated for a period of less than a week?**

If a Weekly Benefit is payable for less than a week, we will pay 1/5 of the Weekly Benefit for each day you were Disabled.

## **PARTIAL DISABILITY BENEFITS**

### **How are benefits paid for Partial Disability?**

If while covered under this benefit, You become Disabled and work on a part-time or limited duty basis because You are Partially Disabled, for the first 12 months of a return to work, We will reduce Your Weekly Benefit by Current Weekly Earnings only to the extent that such earnings when added to the Weekly Benefit payable exceed 100% of Your weekly Pre-disability Earnings.

### **How are benefits calculated after twelve months of benefits have been paid?**

After the first 12 month period of any Partial Disability and for any remaining or additional periods of Partial Disability, Your Weekly Benefit will be calculated as follows:

- 1) Multiply Your Indexed 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 and 50% of Your Current Weekly Earnings.

The result is Your Weekly Benefit.

If you are participating in a program of Rehabilitative Employment, your Weekly Benefit will be determined by the Rehabilitative Employment Benefit.

### **How is a benefit calculated for a period of less than a week?**

If a Weekly Benefit is payable for less than a week, we will pay 1/5 of the Weekly Benefit for each day you were Disabled.

**When will benefit payments cease?**

Benefit payments will stop on the first to occur of:

1. the date you are no longer Disabled;
2. the date you fail to furnish proof that you continue to be Disabled;
3. the date you refuse to be examined, if we require an examination;
4. the last day benefits are payable according to the Maximum Duration of Benefits shown in the Schedule of Insurance; or
5. the date you die.

**RECURRENT DISABILITY**

**What happens to your benefits if you return to work as an Active Full-time Employee and then become Disabled again?**

If you return to work as an Active Full-time Employee for 15 consecutive days or more, any recurrence of a disability will be treated as a new Disability with respect to when Benefits Commence and the Maximum Duration of Benefits, as shown in the Schedule of Insurance.

If recurrent periods of Disability are:

1. due to the same or a related cause; and
2. separated by less than 15 consecutive days of work as an Active Full-time Employee,

they will be considered to be the same period of Disability.

**MULTIPLE CAUSES**

**How long will benefits be paid if a period of Disability is extended by another cause?**

If a period of Disability is extended by a new cause while weekly benefits are payable, weekly benefits will continue while you remain Disabled, subject to the following:

1. weekly benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
2. the Exclusions will apply to the new cause of Disability.

**VOCATIONAL REHABILITATION**

**What is Vocational Rehabilitation?** Vocational Rehabilitation means employment or services that prepare You, if Disabled, to resume gainful work.

Our Vocational Rehabilitative Services include, when appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. work-place modification;
4. prosthesis; or
5. job placement.

**REHABILITATIVE EMPLOYMENT**

**Rehabilitative Employment** means employment that is part of a program of Vocational Rehabilitation.

**Do earnings from Rehabilitative Employment affect the Weekly Benefit?**

If You are Disabled and are engaged in an approved program of Rehabilitative Employment, for the first 12 months that benefits are payable under this provision We will reduce Your Weekly Benefit by Your Current Weekly Earnings only to the extent that such earnings when added to the Weekly Benefit payable exceed 100% of Your weekly Pre-disability Earnings.

After 12 months of benefits have been paid under this provision and for any additional period of Rehabilitative Employment Your Weekly Benefit will be:

1. the amount calculated for Total Disability; but
2. reduced by 50% of the income received from each week of such Rehabilitative Employment.

The sum of Your Weekly Benefit and total income received under this provision may not exceed 100% of Your weekly Indexed Pre-disability Earnings. If this sum exceeds Your weekly Indexed Pre-disability Earnings, the Weekly Benefit paid by us will be reduced proportionately.

## **EXCLUSIONS**

### **What Disabilities are not covered?**

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

1. injury, sickness, Mental Illness, Substance Abuse, or pregnancy not being treated by a Physician or surgeon;
2. Disability caused or contributed to by war or act of war (declared or not);
3. Disability caused by Your commission of or attempt to commit a felony, or to which a contributing cause was Your being engaged in an illegal occupation;
4. Disability caused or contributed to by an intentionally self-inflicted injury;
5. sickness or injury for which temporary Workers' Compensation benefits are paid; or
6. injury sustained as a result of doing any work for pay or profit for another employer.

If You are receiving, or are eligible to receive, benefits for a Disability under a prior plan of disability benefits that:

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

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

## **TERMINATION**

### **When does Your insurance terminate?**

Your insurance will terminate on the earliest of:

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

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

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, Your Employer may continue Your insurance for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your coverage would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for You must be paid;
3. Your benefit level, or the amount of earnings upon which Your benefit may be based, will be that in effect on the day before said leave commenced; and

4. such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or You;
  - d) the Group Insurance Policy no longer insures Your class; or
  - e) the date Your Employer ceases to be a Participant Employer, if applicable.

**Does Your insurance continue while You are Disabled and no longer an Active Full-time Employee?**

If You are no longer an Active Full-time Employee because You are Disabled, Your Short Term Disability Insurance will be continued:

1. while You remain Disabled;
2. without payment of premium after the date we receive written notice of claim; and
3. until the end of the period for which You are entitled to receive Short Term Disability Benefits.

After Short Term Disability benefit payments have ceased, Your insurance will be reinstated, provided:

1. You return to work for one full day as an Active Full-time Employee in an eligible class;
2. the Group Insurance Policy remains in force; and
3. the required premium is paid.

**Do benefits continue if the Group Insurance Policy terminates?**

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

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

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

## **GENERAL PROVISIONS**

**Time limits on Certain Defenses: What happens if facts are misstated?**

After three years from the date of issue of this Policy, no misstatement of the employer, except a fraudulent misstatement made in the application shall be used to void the Policy; and after three years from the effective date of the coverage with respect to which any claim is made no misstatement of any employee eligible for coverage under the Policy, except a fraudulent misstatement, made in an application under the Policy shall be used to deny a claim for loss incurred or disability (as defined in the Policy) commencing after expiration of such three years.

**Notice of Claim: When should We be notified of a claim?**

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to Us at our offices in Hartford, Connecticut, or to any of our authorized agents, with information sufficient to identify the insured, shall be deemed notice to the insurer.

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

We will, upon receipt of written claim notice, furnish to You such forms as are usually furnished by us for filing proof of loss. If such forms are not furnished within 15 days after We receive written notice of claim You shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**Proof of Loss: When must proof of loss be given?**

Written proof of loss must be furnished to the insurer in case of a claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**Physical Examinations and Autopsy: What additional proof of Disability are We entitled to?**

At Our own expense, We shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

**Payment of Claims: Who gets the benefit payments?**

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any indemnity of the policy shall be payable to Your estate or to a person or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$1000.00 to any relative by blood or connection by marriage of such person or beneficiary whom We deem to be equitably entitled thereto. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

**Time Payment of Claims: When are payment checks issued?**

Indemnities payable under the policy for any loss other than loss for which the policy provides periodic payments will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which the policy provides periodic payment will be paid on a weekly basis and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

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

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

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

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

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

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

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

**Legal Action: When can legal action be started?**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**What are our subrogation rights?**

If You:

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

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

### **Must You apply for Social Security Disability Benefits?**

We may require that You apply for Social Security Disability Benefits if it appears that Your Disability may meet the minimum duration required to qualify for such benefits. If the Social Security Administration denies Your eligibility for any such benefits, You will be required to follow the process established by the Social Security Administration to reconsider the denial and, if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

### **How will We Determine Your Eligibility for Benefits?**

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

- 1) obtain, with Your cooperation and authorization if required by law, only such information that is necessary to evaluate Your claim and decide whether to accept or deny Your claim for benefits. We may obtain this information from Your Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your option and at Your expense, You may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your choice. You should provide Us with all information that You want Us to consider regarding Your claim;
- 2) consider and interpret The Policy and all information obtained by Us and submitted by You that relates to Your claim for benefits and make Our determination Your eligibility for benefits based on that information and in accordance with the Policy and applicable law;
- 3) if We approve Your claim, We will review Our decision to approve Your claim for benefits as often as is reasonably necessary to determine Your continued eligibility for benefits;
- 4) if We deny Your claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with the Policy as described in the provision entitled "What notification will You receive if Your claim is denied?"

In the event We deny Your claim for benefits, in whole or in part, You can appeal the decision to Us. If You choose to appeal Our decision, the process You must follow is set forth in The Policy provision entitled "What recourse do You have if Your claim is denied?" If You do not appeal the decision to Us, then the decision will be Hartford's final decision.

## **DEFINITIONS**

The terms listed will have these meanings:

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

### **Actively at Work**

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

**Current Weekly Earnings** means the weekly earnings You receive from work You perform for Your Employer or for another employer with whom You became employed after Your Disability commenced.

**Employer** means the Policyholder.

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

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

1. the United States Social Security Act, Civil Service Retirement System, the Railroad Retirement Act, the Jones Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that You are eligible to receive because of Your Disability;
2. the Veteran's Administration or any other governmental agency for the same Disability;
3. any governmental law or program that provides disability benefits as a result of Your job with the Employer;
4. salary continuation or sick pay;
5. the portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings;
6. any temporary disability benefits under a workers' compensation law, occupational disease law, or similar law.

Other Income Benefits also means the amount of any benefit for loss of income, provided to Your family from the United States Social Security Act, The Railroad Retirement Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that Your family is eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will not be required to claim any retirement benefits which You may only get on a reduced basis.

Any general increase in benefits required by law that You are entitled to receive under any Federal Law will not reduce the Short Term Disability Benefit payable for a period of Total Disability that began prior to the date of such increase.

If You are paid Other Income Benefits in a lump sum, We will pro rate the lump sum:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined over a period of 26 weeks.

We may require:

1. Your signed statement identifying all Other Income Benefits; and
2. proof that You and Your family have duly applied for all Other Income Benefits We reasonably believe You or Your family are entitled to or eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will be required to apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You will be required to 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 if such action can reasonably be expected to result in an award.

If You are eligible for benefits under The Canadian Pension Plan, The Quebec Pension Plan, Railroad Retirement Act, or other similar government plan You will be required to apply for such benefits if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits You are eligible to receive with reasonable diligence.

If Your disability was caused by a work injury, You will be required to apply for Workers' Compensation benefits with Your employer if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

If You are eligible for benefits from California State Disability Insurance or disability insurance from another state, You will be required to apply for California State Disability Insurance or disability insurance from another state if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

We will use any reasonable means to estimate the amount of Other Income Benefits payable under the Social Security Administration's Disability Income Program, the Canadian Pension Plan, The Quebec Pension Plan or any similar plan or act if We reasonably believe You or Your family are entitled or eligible to receive them but You or Your family have not applied; or failed to pursue them with reasonable diligence; or You have failed to provide Us with proof that You or Your family have applied for and reasonably pursued these benefits. We will deduct the estimated amount of this benefit from Your Weekly Benefit payable under this plan even if You or Your family are not receiving these benefits.

We will use any reasonable means to estimate the amount of temporary disability benefits payable to You under a workers compensation law or any other occupational disease law or similar act; or the amount of benefits payable to You under any statutory benefit law, plan or act if We reasonably believe You are entitled or eligible to receive them but You have not applied; or failed to pursue them with reasonable diligence; or failed to provide Us with proof that You have applied for and reasonably pursued these benefits. We will deduct the estimated amount of these benefits from Your Weekly Benefit payable under this plan even if You are not receiving these benefits.

**Physician** means a practitioner of a healing art, which we are required by law to recognize, who is properly licensed, and practicing within the scope of that license.

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

**Partial Disability or Partially Disabled** means that You are not Totally Disabled and, while actually working in an occupation, as a result of sickness or injury You are unable to engage with reasonable continuity in that or any other occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life and physical and mental capacity.

#### **Sickness vs. Accident**

A Disability shall be deemed to be caused by sickness, and not by accident, if:

1. it is caused or contributed to by:
  - a) any condition, disease or disorder of the body or mind;
  - b) any infection, except a pus-forming infection of an accidental cut or wound;
  - c) hernia of any type unless it is the immediate result of an accidental injury covered by this plan;
  - d) any disease of the heart;
  - e) Mental Illness;
  - f) Substance Abuse;
  - g) pregnancy;
  - h) any medical treatment for items (a) through (g) above; or
2. it is caused directly or indirectly by accident, but commences more than 30 days after the date of the accident.

**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.

**Total Disability or Totally Disabled** means that as a result of sickness or injury You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue Your usual occupation in the usual or customary way.

**Substantial and Material Acts** means acts that are normally required for the performance of Your usual occupation and cannot be reasonably omitted or modified.

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

**Weekly Earnings** means your usual weekly rate of pay from the Employer, not counting:

1. commissions;
2. bonuses;
3. overtime pay; or
4. any other fringe benefit or extra compensation.

If you become Disabled, your Weekly Earnings will be the rate in effect on your last day as an Active Full-time Employee before becoming Totally Disabled.

**You** or **your** means the insured person to whom this Booklet-certificate is issued.

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PS-M-90

**INSURER INFORMATION NOTICE**

**NOTICE REQUIREMENT**

**IF YOU HAVE A COMPLAINT, AND CONTACTS BETWEEN YOU AND THE INSURER OR AN AGENT OR OTHER REPRESENTATIVE OF THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM, THEN YOU MAY CONTACT:**

**STATE OF CALIFORNIA INSURANCE DEPARTMENT  
CONSUMER COMMUNICATIONS BUREAU  
300 SOUTH STREET, SOUTH TOWER  
LOS ANGELES, CA 90013**

**1-800-927-HELP**

**THE HARTFORD'S ADDRESS AND TOLL-FREE NUMBER IS:**

**THE HARTFORD GROUP BENEFIT'S DIVISION  
POLICYHOLDER SERVICES, P.O. BOX 2999  
HARTFORD, CT 06104-2999  
TELEPHONE: 1-800-572-9047**



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

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**CERTIFICATE OF INSURANCE**

Under  
**The Group Insurance Policy**  
**as of the Effective Date**

Issued by  
**HARTFORD LIFE**  
to  
**The Policyholder**

---

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

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

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

according to the terms of the Policy.

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

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

**Richard G. Costello, Secretary**

**John C. Walters, President**

## SCHEDULE OF INSURANCE

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

Policyholder: MARINERS CHURCH  
Group Insurance Policy: GLT-862326  
Plan Effective Date: September 1, 2008

This plan of Long Term Disability Insurance provides You with long term income protection if You become Disabled from a covered injury, sickness, Mental Illness, Substance Abuse or pregnancy. Where used in this contract, the term Disabled or Disability shall mean Total Disability or Partial Disability as defined in the Definitions Section of the Certificate.

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

Your Employer is paying for the cost of Your coverage and has decided to give You the choice of including or not including the cost in Your gross income on IRS Form W-2.

**Who is eligible for coverage?**

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

Full-time Employees: 40 hours weekly

**Maximum Monthly Benefit:** \$6,000

**Minimum Monthly Benefit:** \$100

**Benefit Percentage:** 60%

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

You will be eligible for coverage on the first day of the month coincident with or next following Your date of hire.

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

**The Elimination Period** is the period of time You must be Disabled before benefits become payable. It is the last to be satisfied of the following:

1. the first 90 consecutive day(s) of any one period of Disability; or
2. with the exception of benefits required by state law, the expiration of any Employer sponsored short term disability benefits or salary continuation program.

## MAXIMUM DURATION OF BENEFITS TABLE

<b>Age When Disabled</b>	<b>Benefits Payable</b>
Prior to Age 63	To Normal Retirement Age or 48 months, if greater
Age 63	42 months
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:

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

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

## ELIGIBILITY AND ENROLLMENT

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

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

### **When will You become eligible?**

You will become eligible for coverage on either:

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

See the Schedule of Insurance for the Eligibility Waiting Period.

### **How do You enroll?**

Eligible Persons will be enrolled automatically by the Employer.

## WHEN COVERAGE STARTS

### When does Your coverage start?

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

## DEFERRED EFFECTIVE DATE

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

If You are absent from work due to:

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

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

## CHANGES IN COVERAGE

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

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

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

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

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

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

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, subject to the Deferred Effective Date provision.

## BENEFITS

### When do benefits become payable?

You will be paid a monthly benefit if:

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

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

**Loss of License:** 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. However, information relating to Your loss of license supporting Your claim for benefits may be submitted as part of Your proof of Loss.

**When will benefit payments terminate?**

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

1. the date You are no longer Disabled as defined;
2. the date You fail to furnish Proof of Loss, when requested by us;
3. the date You are no longer under the Regular Care of a Physician, or refuse our request that You submit to an examination by a Physician;
4. the date You die;
5. the date determined from the Maximum Duration of Benefits Table shown in the Schedule of Insurance;
6. the date no further benefits are payable under any provision in this plan that limits benefit duration; or
7. the date You refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition.

**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 Policy provisions, benefits will be payable:

1. only for so long as You are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
2. when You are not so confined, a total of 24 months for all such Disabilities during Your lifetime.

**RECURRENT DISABILITY****What happens if You return to work but become Disabled again?**

Attempts to return to work as an Active Full-time Employee during the Elimination Period will not interrupt the Elimination Period, provided no more than 15 such return-days are taken.

Any day You were Actively at Work will not count towards the Elimination Period.

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

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

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

If You return to work as an Active Full-time Employee for 6 month(s) or more, any recurrence of a Disability will be treated as a new Disability. A new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits. The Elimination Period and Maximum Duration of Benefits Table are in the Schedule of Insurance. The term "Period of Disability" as used in this provision means a continuous length of time during which You are Disabled under this plan.

**CALCULATION OF MONTHLY BENEFIT****How are benefits calculated for Disability?**

If You are Disabled after the Elimination Period, Your Monthly Benefits will be calculated as follows:

1. multiply Your Pre-disability Earnings by the Benefit Percentage shown in the Schedule of Insurance;
2. identify the Maximum Benefit shown in the Schedule of Insurance; and
3. compare the amounts determined in items (1) and (2) above, and from the lesser amount subtract:

- a) all Other Income Benefits; and
- b) Current Monthly Earnings.

The result is Your Monthly Benefit. Your Monthly Benefit, however, will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

If a reduction to Your Monthly Benefit is applied for Current Monthly Earnings, we will adjust your Pre-disability Earnings for inflation annually by the percentage change in the Consumer Price Index (CPI-W) prior to taking that reduction. The adjustment will be made January 1st each year after you have been Disabled for 12 consecutive months, and if you are receiving benefits at the time the adjustment is made.

For the first 12 months that benefits are payable while working, We will only reduce Your Monthly Benefit by that amount of Your Current Monthly Earnings, which when combined with Your Monthly Benefit amount exceed 100% of Your Indexed Pre-disability Earnings. After 12 months We will subtract 50% of Your Current Monthly Earnings.

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

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

**RETURN TO WORK INCENTIVE**

**How are benefits calculated if You return to limited duties during or following the Elimination Period?**

For the first 12 months of a period of Partial Disability, Your Monthly Benefit will be calculated as follows:

- 1) Multiply Your Indexed 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.

This is Your Monthly Benefit.

Your Monthly Benefit will be reduced by the amount of Your Current Monthly Earnings, which when combined with Your Monthly Benefit amount exceed 100% of Your Indexed Pre-disability Earnings.

**How are benefits calculated after the 12th Monthly Benefit has been paid?**

After 12 months of benefit have been paid to You for Partial Disability and for any remaining or additional periods of Partial Disability, Your Monthly Benefit will be calculated as follows:

- 1) Multiply Your Indexed 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 and 50% of Your Current Monthly Earnings.

The result is Your Monthly Benefit.

Your Monthly Benefit, however, will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

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

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

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

## **VOCATIONAL REHABILITATION/ REHABILITATIVE EMPLOYMENT**

### **What Vocational Rehabilitative services are available?**

**Vocational Rehabilitation** means employment or services that prepare You, if Disabled, to resume gainful work. If You are Disabled, our Vocational Rehabilitative Services may help prepare You to resume gainful work.

Our Vocational Rehabilitative Services include, when appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. work-place modification, to the extent not otherwise provided;
4. prosthesis; or
5. job placement.

**Rehabilitative Employment** means employment that is part of a program of Vocational Rehabilitation. Any program of Rehabilitative Employment must be approved, in writing, by us.

### **Do earnings from Rehabilitative Employment affect the Monthly Benefit?**

If You are Disabled and are engaged in an approved program of Rehabilitative Employment, For the first 12 months that benefits are payable to You under this provision, the sum of Your Monthly Benefit and Your earnings received from Rehabilitative Employment may not exceed 100 % of Your Indexed Pre-disability Earnings. If it does, the Monthly Benefit will be reduced by the amount of excess. We will deduct any Other Income Benefits from the Monthly Benefit payable to You under this provision.

After 12 months of benefits have been paid under this provision, Your Monthly Benefit will be:

1. the Monthly Benefit amount payable for Total Disability; but
2. reduced by Other Income Benefits and 50% of the income received from each month of such Rehabilitative Employment

## **FAMILY CARE CREDIT BENEFIT**

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

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

1. Family Care means the care or supervision of:
  - a) Your children under age 13; or
  - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
2. the maximum monthly deduction allowed for each qualifying child or family member is:
  - a) \$350 during the first 12 months of Rehabilitative Employment; and
  - b) \$175 thereafter,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 program of Rehabilitative Employment; or
  - b) Family Care Credits for 24 months have been deducted during Your Disability; and
7. no Family Care provided by an immediate relative of the family member receiving the care will be eligible as a deduction under this provision. An immediate relative is a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Your net earnings after deducting your Family Care Credit will be used to determine your net Monthly Benefit according to the Rehabilitative Employment provision. The sum of your net Monthly Benefit and gross income from Rehabilitative Employment, before deducting your Family Care Credit, may not exceed 100% of your Indexed Pre-disability Earnings. If it does, the net Monthly Benefit will be reduced by the amount of the excess.

## **COST-OF-LIVING ADJUSTMENT**

### **How do benefits keep abreast of inflation?**

Your Monthly Benefit for Total Disability may increase in accordance with the Cost-of-Living formula described below. The Cost-of-Living Adjustment is made each year on January 1st. Your Monthly Benefit may increase under this formula provided You:

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

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

To apply the Cost-of-Living Formula:

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

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

No Cost-of-Living Adjustment will be made after You cease to be Disabled or You have received 5 adjustments.

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

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

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

## **SURVIVOR INCOME BENEFIT**

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

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

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

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

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

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

The following terms apply to this Benefit:

"Spouse" means Your wife or husband who:

- a) is mentally competent; and
- b) was not legally separated from You at the time of Your death.

Surviving Child(ren) includes children of Your California registered domestic partner.

With respect to California residents only, "Spouse" will include an individual who is in a registered domestic partnership with the employee in accordance with California law. Reference in this form to an employee's marriage or divorce shall include his or her registered domestic partnership or dissolution of his or her registered domestic partnership.

## **WORKPLACE MODIFICATION BENEFIT**

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

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

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

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

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

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

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

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

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

This Workplace Modification benefit will not be payable if:

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

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

## **PRE-EXISTING CONDITIONS LIMITATIONS**

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

This policy will not provide coverage for any period of Disability beginning within the first 12 months of the effective date of Your coverage under this policy if the period of Disability is caused by or substantially contributed to by a Pre-existing condition or the medical or surgical treatment of a Pre-existing condition.

You have a Pre-existing condition if:

1. You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 3 months immediately prior to the effective date of coverage under this Policy; or
2. You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in Your application, and:
  - a. for which You received a physician's advise or treatment within 3 months before the date of Your coverage under this policy; or
  - b. which caused symptoms within 3 months before the date of issue for which a prudent person would usually seek medical advice or treatment.

## **CONTINUITY FROM A PRIOR PLAN**

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

If you were:

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

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

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

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

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

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

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

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

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

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

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

## **EXCLUSIONS**

### **What Disabilities are not covered?**

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

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

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

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

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

## **TERMINATION**

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

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

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

### **Does Your coverage continue if Your employment terminates because You are Disabled?**

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

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

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

No premium will be due for You:

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

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

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

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

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

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

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, Your Employer may continue Your insurance for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your coverage would have terminated, subject to the following:

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

## CONVERSION PRIVILEGE

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

If your insurance terminates because:

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

and if:

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

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

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

### **How to convert**

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

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

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

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

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

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

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

## GENERAL PROVISIONS

### **Time Limits on Certain Defenses: What happens if facts are misstated?**

After three years from the date of issue of this Policy, no misstatement of the employer, except a fraudulent misstatement made in the application shall be used to void the Policy; and after three years from the effective date of the coverage with respect to which any claim is made no misstatement of any employee eligible for coverage under the Policy, except a fraudulent misstatement, made in an application under the Policy shall be used to deny a claim for loss incurred or disability (as defined in the Policy) commencing after expiration of such three years.

No claim for loss incurred or disability (as defined in the Policy) commencing after three years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of coverage with respect to which the claim is made.

**Notice of Claim: When should We be notified of a claim?**

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to Us at our offices in Hartford, Connecticut, or to any of our authorized agents, with information sufficient to identify the insured, shall be deemed notice to the insurer.

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

We will, upon receipt of written claim notice, furnish to You such forms as are usually furnished by us for filing proof of loss. If such forms are not furnished within 15 days after We receive written notice of claim You shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**Proof of Loss: When must proof of Disability be given?**

Written proof of loss must be furnished to Us at our offices in Hartford, Connecticut in case of a claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**Physical Examinations and Autopsy: What additional proof of Disability are We entitled to?**

At our Own expense, We shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

**Time Payment of Claims: When are payment checks issued?**

Indemnities payable under the policy for any loss other than loss for which the policy provides periodic payments will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which the policy provides periodic payment will be paid on a monthly basis and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

**Payment of Claims: Who gets the benefit payments?**

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any indemnity of the policy shall be payable to Your estate or to a person or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$1000.00 to any relative by blood or connection by marriage of such person or beneficiary whom We deem to be equitably entitled thereto. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

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

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

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

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

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

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

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

**Legal Action: When can legal action be started?**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**What happens if benefits are overpaid?**

An overpayment occurs when it is determined that the total amount we have paid in benefits is more than the amount that was due to You under the plan. This includes, but is not limited to, overpayments resulting from:

1. retroactive awards of Other Income Benefits;
2. failure to report, or late notification to us of Other Income Benefits or earned income;
3. misstatement; or
4. an error we may make.

We have the right to recover from You any amount that is an overpayment of benefits under this plan. You must refund to us the overpaid amount. We may also, without forfeiting our right to collect an overpayment through any means legally available to us, recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

**What are our subrogation rights?**

If an Insured Person:

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

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

**How will We Determine Your Eligibility for Benefits?**

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

- 1) obtain, with Your cooperation and authorization if required by law, only such information that is necessary to evaluate Your claim and decide whether to accept or deny Your claim for benefits. We may obtain this information from Your Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your option and at Your expense, You may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your choice. You should provide Us with all information that You want Us to consider regarding Your claim;
- 2) consider and interpret The Policy and all information obtained by Us and submitted by You that relates to Your claim for benefits and make Our determination Your eligibility for benefits based on that information and in accordance with the Policy and applicable law;
- 3) if We approve Your claim, We will review Our decision to approve Your claim for benefits as often as is reasonably necessary to determine Your continued eligibility for benefits;
- 4) if We deny Your claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with the Policy as described in the provision entitled "What notification will You receive if Your claim is denied?"

In the event We deny Your claim for benefits, in whole or in part, You can appeal the decision to Us. If You choose to appeal Our decision, the process You must follow is set forth in The Policy provision entitled "What recourse do You have if Your claim is denied?" If You do not appeal the decision to Us, then the decision will be Hartford's final decision.

## DEFINITIONS

The terms listed will have these meanings.

### **Actively at Work**

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

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

**Any Occupation**, if used in this Booklet-certificate, means an occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

**Current Monthly Earnings** means the monthly earnings You receive from work You perform for Your Employer or for another employer with whom You became employed after Your Disability commenced.

**Employer** means the Policyholder.

**Essential Duty** means the substantial and material acts that are normally required for the performance of Your Usual Occupation, which cannot reasonably be omitted or modified.

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

**Your Occupation or Your Usual Occupation**, if used in this Booklet-certificate, means any employment, business, trade or profession and the substantial and material acts of the occupation You were regularly performing for Your employer when the disability began. Your Occupation is not necessarily limited to the specific job You performed for Your employer.

**Indexed Pre-disability Earnings** when used in this policy means Your Pre-disability Earnings adjusted annually by the percentage change in the Consumer Price Index (CPI-W).

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

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

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

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

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

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

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

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

1. the United States Social Security Act, Civil Service Retirement System, the Railroad Retirement Act, the Jones Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that You are eligible to receive because of Your Disability;
2. the Veteran's Administration or any other governmental agency for the same Disability;
3. any governmental law or program that provides disability benefits as a result of Your job with the Employer;
4. salary continuation or sick pay;
5. the portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings;
6. any temporary disability benefits under a workers' compensation law, occupational disease law, or similar law.

Other Income Benefits also means the amount of any benefit for loss of income, provided to Your family from the United States Social Security Act, The Railroad Retirement Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that Your family is eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will not be required to claim any retirement benefits which You may only get on a reduced basis.

Any general increase in benefits required by law that You are entitled to receive under any Federal Law will not reduce the Long Term Disability Benefit payable for a period of Total Disability that began prior to the date of such increase.

If You are paid Other Income Benefits in a lump sum, We will pro rate the lump sum:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined over a period of 24 months.

We may require:

1. Your signed statement identifying all Other Income Benefits; and
2. proof that You and Your family have duly applied for all Other Income Benefits We reasonably believe You or Your family are entitled to or eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will be required to apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You will be required to 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 if such action can reasonably be expected to result in an award.

If You are eligible for benefits under The Canadian Pension Plan, The Quebec Pension Plan, Railroad Retirement Act, or other similar government plan You will be required to apply for such benefits if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits You are eligible to receive with reasonable diligence.

If Your disability was caused by a work injury, You will be required to apply for Workers' Compensation benefits with Your employer if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

If You are eligible for benefits from California State Disability Insurance or disability insurance from another state, You will be required to apply for California State Disability Insurance or disability insurance from another state if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

We will use any reasonable means to estimate the amount of Other Income Benefits payable under the Social Security Administration's Disability Income Program, the Canadian Pension Plan, The Quebec Pension Plan or any similar plan or act if We reasonably believe You or Your family are entitled or eligible to receive them but You or Your family have not applied; or failed to pursue them with reasonable diligence; or You have failed to provide Us with proof that You or Your family have applied for and reasonably pursued these benefits. We will deduct the estimated amount of this benefit from Your Monthly Benefit payable under this plan even if You or Your family are not receiving these benefits.

We will use any reasonable means to estimate the amount of temporary disability benefits payable to You under a workers compensation law or any other occupational disease law or similar act; or the amount of benefits payable to You under any statutory benefit law, plan or act if We reasonably believe You are entitled or eligible to receive them but You have not applied; or failed to pursue them with reasonable diligence; or failed to provide Us with proof that You have applied for and reasonably pursued these benefits. We will deduct the estimated amount of these benefits from Your Monthly Benefit payable under this plan even if You are not receiving these benefits.

**Physician** means a person who is:

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

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

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

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

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

to achieve the maximum medical improvement.

**Partial Disability or Partially Disabled** means You are not Totally Disabled, and while actually working in an occupation, as a result of sickness or injury, You are unable to engage with reasonable continuity in that or any other occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience or station in life, and physical and mental capacity.

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

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

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

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

Substance includes alcohol and drugs but excludes tobacco and caffeine.

**Total Disability or Totally Disabled:** means during the Elimination Period and for the next 36 month(s), as a result of injury or sickness, You are unable to perform with reasonable continuity the Essential Duties necessary to pursue Your occupation in the usual or customary way.

After that, as a result of injury or sickness You are unable to engage with reasonable continuity in Any Occupation.

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

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

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**INSURER INFORMATION NOTICE**

**NOTICE REQUIREMENT**

**IF YOU HAVE A COMPLAINT, AND CONTACTS BETWEEN YOU AND THE INSURER OR AN AGENT OR OTHER REPRESENTATIVE OF THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM, THEN YOU MAY CONTACT:**

**STATE OF CALIFORNIA INSURANCE DEPARTMENT  
CONSUMER COMMUNICATIONS BUREAU  
300 SOUTH SPRING STREET, SOUTH TOWER  
LOS ANGELES, CA 90013**

**1-800-927-HELP**

**THE HARTFORD'S ADDRESS AND TOLL-FREE NUMBER IS:**

**THE HARTFORD GROUP BENEFIT'S DIVISION  
POLICYHOLDER SERVICES, P.O. BOX 2999  
HARTFORD, CT 06104-2999  
TELEPHONE: 1-800-572-9047**



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

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**CERTIFICATE OF INSURANCE**

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

---

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

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

according to the terms of the Policy.

EMPLOYEE NAME: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

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

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

**Richard G. Costello, Secretary**

**John C. Walters, President**

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

## SCHEDULE OF INSURANCE

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

The Policyholder: MARINERS CHURCH  
The Policy Number: GL-862326  
Policy Effective Date: September 1, 2008  
Anniversary Date: September 1 of each year, beginning in 2009.

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

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

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

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

You will be eligible for coverage on the first day of the month coincident with or next following Your date of hire.

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

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

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

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

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

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

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

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

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

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

Evidence of Good Health is required if:

1. You enroll for coverage more than 31 days after the date You are first eligible to do so for any amount of Life Insurance for Yourself or Your Spouse; or for an Amount of Life Insurance in excess of \$15,000 for a Dependent child; or
2. You elect no coverage when eligible to do so and later opt for coverage for any Amount of Life Insurance for Yourself or Your Spouse; or for an Amount of Life Insurance in excess of \$15,000 for a Dependent child.

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

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

Evidence of Good Health is also required if You elect to increase coverage for Yourself or Your Dependents to any higher option or increment level. This requirement is waived for each of Your Dependent children whose new Amount of Life Insurance is \$15,000 or less.

Evidence of Good Health is also required the first time Your or Your Dependents Amount of Life Insurance would exceed the Guaranteed Issue Amount for any coverage.

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

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

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

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

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

This Evidence of Good Health requirement will be waived for Dependent children whose Amount of Life Insurance is \$15,000 or less.

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

**AMOUNT OF LIFE INSURANCE  
Employee Only**

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

**Basic Amount of Life Insurance:**

An amount equal to \$25,000.

**Supplemental Amount of Life Insurance:**

- a) a Guaranteed Issue Amount equal to an amount You elect in increments of \$10,000, subject to the lesser of \$100,000 or 3 times Your annual rate of basic Earnings without Evidence of Good Health; or
- b) a maximum amount equal to an amount You elect in increments of \$10,000, subject to the lesser of \$500,000 or 5 times Your annual rate of basic Earnings with Evidence of Good Health.

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

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

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

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

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

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

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

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

**Basic Principal Sum:**

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

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

**REDUCED AMOUNTS OF INSURANCE**

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

Your Amount of Life Insurance and Principal Sum will decrease by 65% on the Anniversary Date which occurs on or next follows the date You attain age 65 and by 45% when You attain age 70. The reduction will apply to the Amount of Life Insurance and Principal Sum in force immediately prior to the first reduction made.

Additionally, if:

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

on or after the date You attain age 65, We reduce the amount of coverage for which You would otherwise be eligible in the same manner.

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

**AMOUNT OF LIFE INSURANCE  
Dependent Only**

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

**Supplemental Dependent Spouse:**

- a) a Guaranteed Issue amount You elect in increments of \$10,000, subject to a minimum of \$10,000 and a maximum of \$50,000 without Evidence of Good Health, not to exceed 50% of the Supplemental Amount of Life Insurance in force for the employee; or
- b) a maximum amount You elect in increments of \$10,000, subject to a maximum of \$250,000 with Evidence of Good Health, not to exceed 50% of the Supplemental Amount of Life Insurance in force for the employee.

**Supplemental Dependent Children:**

less than 21 year(s) of age: \$10,000

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

## **ELIGIBILITY AND ENROLLMENT**

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

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

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

**How do You enroll?**

To enroll You must:

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

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

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

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

The Annual Enrollment Period is August 1<sup>st</sup> through August 31<sup>st</sup>.

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

A Change in Family Status means:

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

**When does coverage start?**

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

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

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

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

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

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

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

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

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

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

reduced by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **BENEFITS**

### **Life Insurance Benefit**

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

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

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

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

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

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

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

1. up to \$500 of Your life insurance to any party that We deem is entitled because of their payment of burial expenses. We will be released from further liability for any amount so paid; and/or
2. the executors or administrators of Your estate; or

3. Your surviving relatives in the following order:
  - a) all to Your surviving spouse; or
  - b) if Your spouse does not survive You, in equal shares to Your surviving children; or
  - c) if no child survives You, in equal shares to Your surviving parents.

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

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

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

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

**Accelerated Death Benefit**

**What is the benefit?**

If You are or Your Dependent is diagnosed as being Terminally Ill and proof of such diagnosis is provided by an attending physician licensed to practice in the United States, and that person is:

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

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

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

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

**What does Terminal Illness/Terminally Ill mean?**

Terminally Ill or Terminal Illness means that an individual has a life expectancy of 12 months or less.

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

**What if an individual is no longer Terminally Ill?**

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

**What limitations apply to this benefit?**

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

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

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

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

**Accidental Death and Dismemberment (AD&D) Benefit  
Employee Only****What conditions are necessary for benefits to become payable?**

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

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

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

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

Such notice must include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**What is the benefit payable?**

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

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

Loss means the following:

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

**Seat Belt/Air Bag Benefit**

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

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

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

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

The Seat Belt Benefit payable is the lesser of:

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

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

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

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

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

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

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

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

**Repatriation Benefit**

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

**What is the Repatriation Benefit payable?**

The Repatriation Benefit payable is the lesser of:

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

**TERMINATION  
Employee Coverage****When does Your coverage terminate?**

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

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

## EXCEPTIONS TO TERMINATION

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

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

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

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

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

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

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, all of Your coverages (including Dependent Life coverage) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your insurance would have terminated, subject to the following:

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

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

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

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

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

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

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

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

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

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

**What does Disabled mean?**

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

**When will We waive premium?**

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

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

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

If:

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

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

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

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

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

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

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

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

**How long will premiums be waived?**

Your premium will be waived and Your coverage will be continued until You attain Normal Retirement Age.

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

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

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

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

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

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

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

**DEPENDENT COVERAGE**

**When does Dependent Coverage terminate?**

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

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

**EXCEPTIONS TO TERMINATION**

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

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

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

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

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

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

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

## PORTABILITY

### **When can a person elect Portability?**

You may elect portability if:

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

A Dependent may elect portability if:

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

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

### **What does Retirement mean?**

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

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

No.

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

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

### **How is Portability elected?**

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

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

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

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

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

### **What limitations apply to this benefit?**

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

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

**How much does Portability cost?**

See Your Employer for the cost.

**CONVERSION PRIVILEGE**

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

**When can an individual convert?**

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

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

**What is the conversion policy?**

The conversion policy will:

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

**How much can be converted?**

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

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

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

**How does an individual convert coverage?**

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

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

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

**GENERAL PROVISIONS**

**When can this plan be contested?**

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

No statement relating to insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the individual's lifetime. In order to be used, the statement must be in writing and signed by the affected individual.

**Who interprets policy terms and conditions?**

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

**Are there any rights of assignment?**

Except for the dismemberment benefits under the AD&D Benefit, You have the right to absolutely assign all of Your rights and interest under the Policy including, but not limited to, the following:

1. the right to make any contributions required to keep the insurance in force;
2. the privilege of converting; and
3. the right to name and change a beneficiary.

However, You may not assign rights to the Employer, and if You are terminally ill, You may not make an absolute assignment if the benefits under the Policy would be used as collateral for a loan.

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

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

is received and acknowledged by Us at our home office.

We have no responsibility:

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

**How do You designate or change Your beneficiary?**

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

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

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

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

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

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

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

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

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

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

The claimant may:

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

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

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

**When can legal action be taken?**

Legal action cannot be taken against Us:

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

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

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

**Physician-patient Relationship**

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

## DEFINITIONS

**Active Full-time Employee** – An employee who works for the Employer on a regular basis in the usual course of the Employer's business. An employee must work at least the number of hours in the Employer's normal work week. This must be at least 40 hours. You will be considered actively at work with Your Employer on a day which is one of Your Employer's scheduled work days if You are performing, in the usual way, all of the regular duties of Your job on a Full-time basis on that day. You will also be considered actively at work on a paid vacation day or a day which is not one of Your Employer's scheduled work days only if You were actively at work on the preceding scheduled work day.

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

**Anniversary Date** – The date occurring in each calendar year which is an anniversary of the Policy Effective Date.

**Dependent**

1. Your spouse; and
2. Your unmarried child who is:
  - a) at least 1 day old but under age 21; or
  - b) 21, through age 24, is primarily dependent upon You for financial support and attends an accredited school (other than a correspondence school) on a regular and Full-time student basis as his principal activity; or
  - c) 21 years old or older, and is disabled and primarily dependent upon You for financial support.

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

1. in a marriage with the employee which is recognized by the law in the state of residence; or
2. in a registered domestic partnership with the employee in accordance with California law.

Reference in this form to an Employee's marriage or divorce shall include his or her registered domestic partnership or dissolution of his or her domestic partnership.

The term "Full-time student" shall mean registered for not less than 12 course credit hours per semester.

The term "child", shall also include Your:

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

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

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

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

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

**He/His** – He or she. His or her.

**Normal Retirement Age** – 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.

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

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

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



Certificate of Insurance  
**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
Hartford, Connecticut

**Policyholder:** Mariners Church  
**Policy Number:** ADD-S08091  
**Policy Effective Date:** September 1, 2008

We have issued a policy to the Policyholder. Our name, the Policyholder 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 Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to you earlier for 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.

**Richard G. Costello, Secretary**

**John C. Walters, President**



**SCHEDULE**

**Eligible Persons:**

All Active, Full-time Employees who are citizens or legal residents of the United States, its territories and protectorates, excluding temporary, leased or seasonal employees.

**Full-time Employee** means a person who:

- a) is regularly employed by the Policyholder in the usual course of their business; and
- b) works at least 30 hours per work week.

**Principal Sum**

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

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

Principal Sum Amount:

Minimum Amount: \$10,000  
Maximum Amount: \$500,000  
Increments of: \$10,000

The Principal Sum you request cannot exceed the lesser of 10 times your salary, or the maximum amount shown above.

**Salary** means your base annual salary on the date of the accident; excluding overtime pay, bonuses, commissions and any other type of incentives.

**Eligible Dependents:** Eligible Person's Spouse and Child(ren)

**Policy Age Limit:** Insured Person - None  
Spouse - 70

**Accidental Death and Dismemberment Reduction on and after Age 65:** On the Premium Due Date on or next following your attainment of ages 65 and 70, your amount of Principal Sum will reduce. The reduced amount will be determined by multiplying the Amount of Principal Sum determined in the Enrollment Form on file with the Policyholder and applicable to you by the percentage shown below for your attained age:

Insured Person's Age	Percentage of Principal Sum
Age 65 - 69	65%
Age 70 or over	45%

If you are age 65 or over you will not be eligible for a Principal Sum Amount that is more than the Percentage of Principal Sum shown above for your attained age.

**Principal Sum for Each of Your Eligible Dependents**  
**(Please see Accidental Death and Dismemberment Benefit)**

**Seat Belt/Air Bag Benefit**

**Seat Belt Benefit:**

Percentage of Principal Sum: 10%  
Maximum Amount: \$25,000

**Air Bag Benefit:**

Percentage of Principal Sum: 5%  
Maximum Amount: \$10,000

**Education Benefit**

Maximum Amount: \$5,000  
Percentage of Principal Sum: 5%  
Minimum Amount: \$1,000

**Spouse Education Benefit**

Maximum Amount: \$3,000  
Percentage of Principal Sum: 3%  
Minimum Amount: \$1,000

**Conversion Privilege Benefit**

Conversion Limit: \$250,000

**Extended Dependents Coverage Benefit**

**Day Care Benefit**

Maximum Amount: \$3,000  
Percentage of Principal Sum: 3%  
Minimum Amount: \$1,000

**DEFINITIONS**

**We, us or our** means the insurance company named on the face page.

**You, your or Insured Person** means an Eligible Person while he or she is covered under the policy.

**Covered Person** means you, or your Eligible Dependent while you, he or she is covered under the policy.

**Injury** means bodily injury resulting directly and independently of all other causes from an accident which occurs while the Covered Person is covered under the policy. Loss resulting from:

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

is not considered as resulting from Injury.

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

**Civil or Public Aircraft** means an aircraft which:

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

**Airworthiness Certificate** means:

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

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

- a) the United States Air Mobility Command (AMC); or
- b) a national military air transport service of any country.

**Written Request** means any form provided by us for the particular request.

## INSURED PERSONS PERIOD OF COVERAGE

**Effective Date:** If you give us a Written Request, your coverage becomes effective on the later of:

- a) the Policy Effective Date; or
- b) the first day of the month following the date we receive the request.

**Termination:** Your coverage terminates on the earlier of:

- a) the date the policy is terminated; or
- b) the Premium Due Date on or next following the date you:
  - 1) cease to be an Eligible Person;
  - 2) attain the Policy Age Limit, if any, shown in the Schedule; or
  - 3) fail to pay any required premium contribution.

**Request For Change In Coverage:** If you give us a Written Request for a change in your coverage, and if you:

- a) are not eligible for the coverage requested, the change will not become effective;
- b) are eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date we receive the request.

## DEPENDENTS PERIOD OF COVERAGE

You are insured with Dependents Coverage if it is indicated on the Enrollment Form on file with the Policyholder.

**Eligibility:** Eligible Dependents are defined below. In any event, you are not an Eligible Dependent.

### Eligible Dependents:

1. **Spouse** means your spouse unless:

- a) you and your spouse are legally separated or divorced; or
- b) your spouse has attained the Policy Age Limit, if any, shown in the Schedule.

The term "spouse" used in this policy will include, with respect to California residents only, an individual who is in a registered domestic partnership with the Eligible Person in accordance with California law. Reference to an Eligible Person's marriage or divorce shall include his or her registered domestic partnership or dissolution of his or her registered domestic partnership.

2. **Child** or **Children** means your unmarried child, stepchild, legally adopted child, or foster child:

- a) who is less than age 21 and primarily dependent on you for support and maintenance; or
- b) who is at least age 21 but less than age 26 who:
  - 1) regularly attends an institution of learning; and
  - 2) is primarily dependent on you for support and maintenance.

**Effective Date:** Each Eligible Dependent will become covered under the policy on the later of:

- a) the date you become an Insured Person;
- b) the first day of the month on or next following the date we receive your Written Request for coverage of Dependents; or
- c) the date the person qualifies as an Eligible Dependent.

**Termination:** Coverage of each Eligible Dependent terminates on the Premium Due Date on or next following the earlier of:

- a) the date you cease to be an Insured Person; or
- b) the date he or she ceases to qualify as an Eligible Dependent.

**Incapacitated Child:** Coverage of a child who, on the date he or she reaches age 21 or 26, is:

- a) covered under the policy;
- b) mentally or physically incapable of earning his or her own living; and
- c) unmarried and primarily dependent on you for support and maintenance;

will not terminate solely due to age.

However, you must give us written notice of the incapacity within 31 days of the termination date.

Coverage will continue as long as:

- a) the incapacity continues; and
- b) the required premium is paid.

We may, from time to time, require proof of continued incapacity and dependency. After the first two years, we cannot require proof more than once each year.

**Request For Change In Coverage:** If you give us a Written Request for a change in the coverage of your Eligible Dependents, and if he or she:

- a) is not eligible for the coverage requested, it will not become effective; or
- b) is eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date we receive the request.

### EXCLUSIONS

The policy does not cover any loss resulting from:

- 1. intentionally self-inflicted Injury, suicide or attempted suicide, whether sane or insane;
- 2. war or act of war, whether declared or undeclared;
- 3. Injury sustained while full-time in the armed forces of any country or international authority;
- 4. Injury sustained while riding On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 5. Injury sustained while riding On any aircraft:
  - a) as a pilot, crewmember or student pilot;
  - b) as a flight instructor or examiner; or
  - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any employer or organization whose eligible persons are covered under the policy;
- 6. Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
- 7. Injury sustained while committing or attempting to commit a felony;
- 8. Injury sustained as a result of being legally intoxicated from the use of alcohol.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If a Covered Person's Injury results in any of the following losses within 365 days after the date of accident, we will pay the sum shown opposite the loss. We will not pay more than the Principal Sum for all losses due to the same accident. Your amount of the Principal Sum is determined in the Enrollment Form on file with the Policyholder. The amount of Principal Sum for each of your Covered Dependents is shown below as a percent of your Principal Sum.

You with:*	<b>Spouse</b>	<b>Each Child</b>
Spouse only	60%	0%
Spouse & Children	50	10
Children only	0	15

\*As determined on the date of accident.

For Loss of:

Life .....The Principal Sum

Both Hands or Both Feet  
 or Sight of Both Eyes .....The Principal Sum

One Hand and One Foot .....The Principal Sum

Speech and Hearing .....The Principal Sum

Either Hand or Foot

and Sight of One Eye .....	The Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia).....	The Principal Sum
Movement of Both Lower Limbs (Paraplegia) .....	Three-Quarters The Principal Sum
Movement of Both Upper and Lower Limbs of One Side of Body (Hemiplegia) .....	One-Half The Principal Sum
Either Hand or Foot .....	One-Half The Principal Sum
Sight of One Eye .....	One-Half The Principal Sum
Speech or Hearing .....	One-Half The Principal Sum
Thumb and Index Finger of Either Hand.....	One-Quarter The Principal Sum

**Loss** means with regard to:

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

#### **EXPOSURE**

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

- a) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which the Covered Person was an occupant at the time of the accident; and
- b) the policy would have covered Injury resulting from the accident.

#### **DISAPPEARANCE**

A Covered Person will be presumed to have suffered loss of life if:

- a) his or her 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;
- b) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- c) the policy would have covered Injury resulting from the accident.

#### **SEAT BELT & AIR BAG BENEFIT**

If a Covered Person's Injury results in a covered Loss under the Accidental Death and Dismemberment Benefit while:

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

an Automobile, and at the time of the accident the Covered Person was properly wearing a Seat Belt as verified on the police report, then the amount of the Principal Sum will be increased by a Percentage of the Principal Sum, up to a Maximum Amount.

If the above Seat Belt Benefit is payable, we will pay an additional Percentage of the Principal Sum, up to a Maximum Amount, as an Air Bag Benefit if:

- a) the Covered Person was positioned in a seat that was equipped with a factory-installed Air Bag;
- b) the Covered Person was properly strapped in the Seat Belt when the Air Bag inflated; and
- c) the police report establishes that the Air Bag inflated properly upon impact.

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

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

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

**Seat Belt** means:

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

**Exclusions:** This Seat Belt and Air Bag Benefit does not cover any loss if the Covered Person is:

- a) using any controlled substance, as defined in Title II of the Connecticut Comprehensive Drug Abuse Prevention and Control Act of 1970, unless prescribed by a physician; and
- b) operating the Automobile.

The Percentage of the Principal Sum and Maximum Amount for the Seat Belt and Air Bag Benefit are shown in the Schedule.

## **EDUCATION BENEFIT**

If:

- a) your Spouse and Eligible Children are covered under the policy; and
- b) a Principal Sum is payable under the Accidental Death and Dismemberment Benefit because of your death or your Covered Spouse's death;

we will pay an Education Benefit to each Student as provided below.

A Student is a person for whom we receive proof that he or she:

- a) is covered as your Eligible Dependent on the date of your death or your Covered Spouse's death; and
- b) is a full-time post-high school student in a school for higher learning on the date of your death or your Covered Spouse's death; or
- c) became a full-time post-high school student in a school for higher learning within 365 days after your death or your Covered Spouse's death and was a student in the 12th grade on the date of your death or your Covered Spouse's death.

He or she is not considered to be a Student after the first to occur of:

- a) our payment of the fourth Education Benefit to or on behalf of that person; or
- b) the end of the 12th consecutive month during which we have not received proof that he or she is a Student.

If you die, the Education Benefit is an amount equal to the lesser of:

- a) the Maximum Amount;
- b) an amount determined by applying the Percent to the amount of your Principal Sum.

If your Covered Spouse dies, the Education Benefit is an amount equal to the lesser of:

- a) the Maximum Amount;
- b) an amount determined by applying the Percent to the amount of your Covered Spouse's Principal Sum.

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

The Education Benefit is payable to each person:

- a) on the date; and
- b) for whom;

we have received proof that he or she is a Student.

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

If:

- a) a Principal Sum is payable because of your death or your Covered Spouse's death; and
- b) no Eligible Dependent qualifies as a Student;

we will pay the Minimum Amount in accordance with the claim provision for payment of benefits for loss of life.

Your Principal Sum is determined in the Enrollment Form on file with the Policyholder. Your Covered Spouse's amount of Principal Sum is shown in the Accidental Death and Dismemberment section as a percentage of your Principal Sum. The Maximum Amount, Percentage of Principal Sum and Minimum Amount are shown in the Schedule.

### **SPOUSE EDUCATION BENEFIT**

If your Injury results in loss of life and:

- a) your Eligible Dependents are covered under the policy; and
- b) a Principal Sum is payable under the Accidental Death and Dismemberment Benefit;

we will pay an Education Benefit to your Surviving Covered Spouse as provided below.

Your Surviving Covered Spouse, to qualify for the Education Benefit, must enroll in an Occupational Training program:

- a) for the purpose of obtaining an independent source of income;
- b) within one (1) year of the date of your death.

The Education Benefit is an amount equal to the lesser of:

- a) the Expense Incurred for Occupational Training;
- b) a Percentage of your Principal Sum; or
- c) the Maximum Amount.

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

We will pay the Education Benefit due immediately after we receive proof that your Spouse has enrolled in an Occupational Training program.

**Occupational Training** means any:

- a) education;
- b) professional; or
- c) trade training;

program which prepares your Spouse for an occupation for which he or she otherwise would not have been qualified.

**Expense Incurred** means:

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

for the Occupational Training program.

If a Principal Sum is payable because of your death and there is no Surviving Covered Spouse, we will pay the Minimum Amount in accordance with the **Payment of Claims** provision.

Your amount of the Principal Sum is determined in the Enrollment Form on file with the Policyholder.

The Maximum Amount, Minimum Amount, and Percentage of Principal Sum are shown in the Schedule.

### **CONVERSION PRIVILEGE**

If you cease to be covered under the policy because you cease to be eligible for coverage and:

- a) the policy has not terminated; and

b) you have not failed to pay any required premium;  
you have a conversion privilege as provided below.

The conversion right allows you to request coverage under a conversion policy from the Insurer, without giving medical evidence of insurability, to cover yourself and your Eligible Dependents who are covered under the policy on the date your coverage ceases. Dependents who continue to be covered under the policy in the same or a different class cannot be covered under your converted policy.

**Insurer**, as used on this page, means us or another insurance company which has agreed with us to issue converted policies according to this conversion privilege.

You must:

- a) give the Insurer a Written Request for the converted policy; and
- b) pay the Insurer the initial premium;

within 31 days after you cease to be covered under the policy.

The converted policy:

- a) will have the provisions, limitations and exclusions on the form the Insurer is issuing for this purpose at conversion;
- b) will provide coverage on a twenty-four hour-a-day basis;
- c) will provide benefits for accidental death and dismemberment alone;
- d) will take effect on the date you cease to be covered under the policy;
- e) may exclude any condition excluded by the policy;
- f) will not pay for any loss covered by the policy;
- g) will provide a Principal Sum for yourself which will be:
  - 1) the amount of your Principal Sum under the policy on the date of conversion, rounded to the nearest \$1,000, subject to a minimum of \$25,000.00 and a maximum amount of \$100,000, if you are under age 70;
  - 2) \$25,000.00, if you are age 70 or older but less than age 75; or
  - 3) \$12,500.00, if you are age 75 or older;
- h) will have premiums based on the Insurer's rates in effect for new applicants of your class and age at conversion.

The Principal Sum amounts for your dependents who become covered under the converted policy will be the amounts we are offering for this purpose at conversion. The policy, as used on this page, means the group policy under which you and your dependents are covered.

#### **EXTENDED DEPENDENTS COVERAGE BENEFIT**

If you die while your Eligible Dependents are covered under the policy, we will:

- a) waive the payment of premium; and
- b) continue coverage under the policy;

for your Eligible Dependents.

The waiver of premium and continued coverage will cease for a Covered Dependent on the first to occur of:

- a) the date your Covered Spouse remarries;
- b) the date he or she ceases to qualify as an Eligible Dependent;
- c) the date which ends a 12 month period which began on the date of your death; or
- d) the date the policy terminates.

#### **DAY CARE BENEFIT**

We will pay a Day Care Benefit for each of your Eligible Dependents who are covered under the policy if:

- a) a Principal Sum is payable under the Accidental Death and Dismemberment Benefit because of your death or your Covered Spouse's death; and
- b) such dependent is under age 7 at the time of the death; and
- c) proof of enrollment in a Day Care Program is provided as described below.

Payment will be made to the person who has legal physical custody of the Eligible Dependent and who has primary responsibility for the Eligible Dependent's expenses. Payment will be made in accordance with the Claims provision of the Policy.

Proof of enrollment for each child in a Day Care Program may be in the form of, but will not be limited to, the following:

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

Proof of enrollment must be sent to us prior to the last day of the 12th month on or next following the date of your death or your Covered Spouse's death.

One Day Care Benefit payment will be made each year, for a maximum of 4 Day Care Benefit payments, for each Eligible Dependent.

The Day Care Benefit is the lesser amount of:

- a) the Maximum Amount; or
- b) an amount determined by applying the Day Care Percent to the amount of your Principal Sum.

We will pay the Minimum Amount stated in the Schedule in accordance with the Claims Provision for payment of benefits for loss of life if:

- a) a Principal Sum is payable because of your death or your Covered Spouse's death; and
- b) no person qualifies as an Eligible Child for a Day Care Benefit.

The Maximum Amount, Minimum Amount, and Percent are shown in the Schedule.

Your amount of Principal Sum is determined in the Enrollment Form on file with the Policyholder. Your Covered Spouse's amount of Principal Sum is shown in the Accidental Death and Dismemberment section as a percentage of your Principal Sum.

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

- a) is operated in a private home, school or other facility; and
- b) provides, and makes a charge for, the care of children; and
- c) is licensed as a Day Care center or is operated by a licensed Day Care provider, if such licensing is required by the state of jurisdiction in which it is located; or
- d) if licensing is not required, provides child care on a daily basis for 12 months a year.

## CLAIMS

**Notice of Claim:** The person who has the right to claim benefits (the claimant or beneficiary) must give us written notice of a claim within 20 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice should include your name and the policy number. Send it to our office in Hartford, Connecticut, or give it to our agent.

**Claim Forms:** When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim.

If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

**Proof of Loss:** Proof of loss must be sent to us in writing within 90 days after:

- a) the end of a period of our liability for periodic payment claims; or
- b) the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Claim Payment:** We will pay any daily, weekly or monthly benefit due:

- a) on a monthly basis, after we receive the proof of loss, while the loss and our liability continue; or
- b) immediately after we receive the proof of loss following the end of our liability.

We will pay any other benefit due immediately after we receive the proof of loss.

**Payment of Claims:** We will pay any benefit due for loss of your life:

- a) according to the beneficiary designation in effect under the policy at the time of your death; or
- b) if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at time of death; otherwise
- c) to the survivors, in equal shares, in the first of the following classes to have a survivor at your death:
  - 1) spouse,
  - 2) children,
  - 3) parents,
  - 4) brothers and sisters.

If there is no survivor in these classes, payment will be made to your estate.

All other benefits due and not assigned will be paid to you, if living. Otherwise, the benefits will be paid according to the preceding paragraph.

If a benefit due is payable to:

- a) your estate; or
  - b) you or any person who is either a minor or not competent to give a valid release for the payment;
- we may pay up to \$1,000 of the benefit due to some other person.

The other person will be someone related to the minor or incompetent person by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

**Appealing Denial of Claims:** If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to you. The written decision will:

- a) give the specific reason or reasons for denial;
- b) make specific reference to the policy provision on which the denial is based;
- c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
- d) provide an explanation of the review procedure.

On any denied claim, you or your representative may appeal to us for a full and fair review. The claimant may:

- a) request a review upon written application within 60 days of the receipt of claim denial;
- b) review pertinent documents;
- c) submit issues and comments in writing.

We will make a decision no more than 60 days after the receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after we receive the request for review. The written decision will include specific reasons on which the decision is based.

**Physical Examinations and Autopsy:** While a claim is pending we have the right at our expense:

- a) to have the person who has a loss examined by a physician when and as often as we feel is necessary; and
- b) to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions:** You cannot take legal action against us:

- a) before 60 days following the date proof of loss is sent to us;
- b) after 3 years following the date proof of loss is due.

**Naming a Beneficiary:** You may name a beneficiary or change a revocably named beneficiary by giving your Written Request to the Policyholder. Your request takes effect on the date you execute it, regardless of whether you are living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment we made in good faith before the Policyholder received your request.

**Assignment:** We will recognize any assignment you make under the policy, provided:

- a) it is duly executed; and
- b) a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

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

**Hartford Life and Accident Insurance Company**  
Hartford, Connecticut

**Member of The Hartford Insurance Group**