

**YOUR  
BENEFIT  
PLAN**

**LOS ALAMOS NATIONAL SECURITY, LLC**  
**Retiree Voluntary Accidental Death and Dismemberment Plan**  
**(ADD)**

## Questions about Your Coverage

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

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

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

When calling, please give Us the following information:

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

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

Hartford Life and Accident Insurance Company  
Group Sales Department  
100 Enterprise Drive  
Rockaway, NJ 07866  
TOLL FREE: 866-480-4876

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

<b>For Residents of:</b>	<b>Write</b>	<b>Telephone</b>
<b>Arkansas</b>	Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904	1(800) 852-5494 1(501) 371-2640 (in the Little Rock area)
<b>California</b>	State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013	1(800) 927-HELP
<b>Idaho</b>	Idaho Department of Insurance Consumer Affairs 700 W State Street, 3rd Floor PO Box 83720 Boise, ID 83720-0043	1-800-721-3272 or <a href="http://www.DOI.Idaho.gov">www.DOI.Idaho.gov</a>
<b>Illinois</b>	Illinois Department of Insurance Consumer Services Station Springfield, Illinois 62767	Consumer Assistance: 1(866) 445-5364 Officer of Consumer Health Insurance: 1(877) 527-9431
<b>Indiana</b>	Public Information/Market Conduct Indiana Department of Insurance 311 W. Washington St. Suite 300 Indianapolis, IN 46204-2787	Consumer Hotline: 1(800) 622-4461 1(317) 232-2395 (in the Indianapolis Area)
<b>Virginia</b>	Life and Health Division Bureau of Insurance P.O. Box 1157 Richmond, VA 23209	1(804) 371-9741 (inside Virginia) 1(800) 552-7945 (outside Virginia)
<b>Wisconsin</b>	Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873	1(800) 236-8517 (outside of Madison) 1(608) 266-0103 (in Madison) to request a complaint form.

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

**For residents of:**

- Arizona** This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read This certificate carefully.
- Florida** The benefits of the policy providing you coverage are governed primarily by the law of a state other than Florida.
- Maryland** The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all the benefits required by Maryland law.
- Massachusetts** **As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website ([www.mahealthconnector.org](http://www.mahealthconnector.org)).**

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

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

- Montana** The benefits of the policy providing your coverage are governed primarily by the law of a state other than Montana.

**Georgia**

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

**North Carolina**

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

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

**IMPORTANT TERMINATION  
INFORMATION**

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

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

**IMPORTANT NOTICE**

**Texas**

**AVISO IMPORTANTE**

To obtain information or make a complaint:

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

1-800-523-2233

You may also write to The Hartford at:

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

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

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

**PREMIUM OR CLAIM DISPUTES:**

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

**ATTACH THIS NOTICE TO YOUR POLICY:**

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

Para obtener informacion o para someter una queja:

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

1-800-523-2233

Usted tambien puede escribir a The Hartford:

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

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

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

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

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

**UNA ESTE AVISO A SU POLIZA:**

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



**CERTIFICATE OF INSURANCE**

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

**Policyholder: Los Alamos National Security, LLC**

**Policy Number: ADD-S07166**

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

**Policy Anniversary Date: January 1, 2014**

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

Signed for the Company

**Terence Shields, Secretary**

**Michael Concannon, Executive Vice President**

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*A note on capitalization in this Certificate:*

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

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## SCHEDULE OF INSURANCE

The benefits described herein are those in effect as of: October 1, 2014

**Cost of Coverage:**

**Contributory Coverage:** Voluntary Accidental Death and Dismemberment Insurance  
Voluntary Dependents' Accidental Death and Dismemberment Insurance

**Eligible Class(es) For Coverage:** Retirees who are citizens or legal residents of the United States, its territories and protectorates and who were enrolled in the active plan prior to retirement.

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

**Eligibility Waiting Period for Coverage:**

None

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

#### Voluntary AD&D Principal Sum

##### 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:

Option 1:	\$10,000
Option 2:	\$25,000
Option 3:	\$50,000
Option 4:	\$100,000
Option 5:	Amount previously elected as an Active Employee not to exceed \$250,000.

#### Principal Sum for Your Eligible Dependent Spouse

60% of the Retiree Principal Sum

#### Additional Benefits

**Seat Belt and Air Bag Coverage:**

Seat Belt Benefit Amount: 10% of Principal Sum

Air Bag Benefit Amount: 10% of Principal Sum

**Child Education Benefit:**

Maximum Amount: \$10,000

Minimum: None

Percentage of Principal Sum: 5%

**Day Care Benefit:**

Maximum Amount: \$5,000

Day Care Benefit Percentage: 5%

**Rehabilitation Benefit:**

Maximum Amount: \$10,000

**Spouse Education Benefit:**

Maximum Amount: \$5,000

Percentage of Principal Sum: 2%

**Coma Benefit:**

Waiting Period: 30 day(s)

Monthly Benefit Percentage: 1%

**Permanent Total Disability Benefit:**

Disability Commencement Period: 120 day(s)

Qualification Period: 12 month(s)

Benefit Amount: See Principal Sum Amount

## ELIGIBILITY AND ENROLLMENT

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

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

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

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date; or
- 2) the date You become a member of an Eligible Class.

You are eligible for Retiree coverage on the later of:

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

You must have been enrolled in the active plan prior to retirement to enroll in this coverage.

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

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

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

You may not cover Your Dependent if such Dependent is covered as an Employee or Retiree under The Policy. No person can be insured as a Dependent of more than one Employee or Retiree under The Policy.

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

You have the option to enroll by voice recording or electronically. Your Employer will provide instructions.

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

A Change in Family Status occurs when Your spouse or domestic partner dies.

## PERIOD OF COVERAGE

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

Coverage will start on the latest to occur of:

- 1) The date You become eligible, if You enroll on or before that date; or
- 2) the date You enroll if You are eligible.

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

Contributory Coverage will start on the latest to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
- 2) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

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

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

Your coverage will end on the earliest of the following:

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

unless continued in accordance with one of the Continuation Provisions.

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

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

- 1) the date Your coverage ends;
- 2) the last day of the pay period following the date the required premium is due but not paid;
- 3) the last day of the pay period following the date You are no longer eligible for Dependent coverage; or
- 4) the last day of the pay period following the date We or the Employer terminate Dependent coverage.

However, if Dependent coverage would terminate because of Your death, coverage will continue until the end of the month.

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

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

### **Spouse Continuation:** *Can coverage for my Spouse be continued in the event of my death?*

If You die while Your Spouse is covered under The Policy, Your surviving Spouse may continue his or her coverage.

We must receive Your Spouse's written request and the required premium to continue the coverage within 31 days of the Premium Due Date next following the date of Your death.

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

- 1) a date the coverage would otherwise have ended under the Dependent Termination provision; or
- 2) the Premium Due Date next following the date Your Spouse remarries.

## BENEFITS

**Accidental Death and Dismemberment Benefit:** *When is the Accidental Death and Dismemberment Benefit payable?*  
 If You or Your Dependents sustain an Injury that results in any of the following Losses within 365 days of the date of accident, We will pay the injured person's amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss, in accordance with the Proof of Loss provision.

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

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

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

**Loss** means with regard to:

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

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

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

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

We will presume that You or Your covered Spouse suffered Loss of life if:

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

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

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

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

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

This Benefit will be paid:

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

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

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

The Seat Belt Benefit is the lesser of:

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

The Air Bag Benefit is the lesser of:

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

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

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

**Seat Belt** means:

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

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

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

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

This Benefit will be paid:

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

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

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

If Your Spouse dies, the Child Education Benefit provides an annual amount equal to the lesser of:

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

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

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

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

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

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

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or

- 2) the end of the 12<sup>th</sup> consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

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

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

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

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

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

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

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

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

If You or Your covered Spouse sustains an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Day Care Benefit for each of your Dependent Children who are covered if such Dependent Child is under age 13 at the time of Your or Your Spouse's death.

This Benefit will be paid:

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

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

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

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

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

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

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

If Your Spouse dies, the Day Care Benefit pays an amount equal to the lesser of:

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

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

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

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

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

If You or Your covered Spouse sustain an Injury that results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within two (2) years of the date of accident.

This Benefit will be paid:

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

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

- 1) the actual Expense Incurred for a Rehabilitative Program; or
- 2) the Maximum Amount for this Benefit.

**Rehabilitative Program** means any training which:

- 1) is required due to the injured person's Injury; and
- 2) prepares the injured person for an occupation for which he or she was not previously trained.

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

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

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

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

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

Your Spouse must be covered under The Policy in order to receive this Benefit.

This Benefit will be paid:

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

The Spouse Education Benefit is the least of:

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

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

Your surviving Spouse must enroll in Occupational Training:

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

**Occupational Training** means any:

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

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

**Expense Incurred** means:

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

for the Occupational Training.

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

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

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

If, as the result of an Injury, You or Your covered Spouse:

- 1) are in a Coma within 30 days from the date of accident; and
- 2) remain continuously in a Coma for at least the number of days shown in the Waiting Period of 30 days;

We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that the injured person remains in a Coma.

This Benefit will be paid:

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

We will pay the benefit until the earliest to occur of:

- 1) the end of the month in which the injured person dies;
- 2) the end of the month in which the injured person recovers from the Coma; or
- 3) when the total payment equals the Coma Maximum Benefit Amount.

The Coma Maximum Benefit equals the injured person's amount of Principal Sum less all other payments under The Policy for the Injury.

**Coma** means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a Physician.

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

**Permanent Total Disability Benefit:** *When is the Permanent Total Disability Benefit payable?*

If You or Your covered Spouse are Disabled and the injured person's Disability:

- 1) resulted from Injury received before attainment of the Age Limit;
- 2) began within the Disability Commencement Period after the accident;
- 3) continued without interruption for at least the Qualification Period; and
- 4) is reasonably expected to continue without interruption until death;

We will pay the Benefit Amount, less any amount paid or payable under the Accidental Death and Dismemberment Benefit for each month the injured person is disabled.

This Benefit will be paid:

- 1) after We receive Proof of Loss for the injured person while he or she is alive, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

Payment of the Monthly Benefit will not exceed the Payment Period.

We will pro-rate Your benefit for a partial period of Disability.

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

- 1) inability to perform the material and substantial duties of any occupation for which You, he or she is suited by education, training and experience; or
- 2) with respect to a Spouse who is unemployed, his or her inability to engage in the normal and customary activities of a person of like age and gender in good health.

Your unemployed Spouse must be:

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

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

## EXCLUSIONS

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

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

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

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

- 5) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 6) Injury sustained while On any aircraft:
  - a) as a pilot, crewmember or student pilot;
  - b) as a flight instructor or examiner;
  - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy;
  - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests; or
- 7) Injury sustained while committing or attempting to commit a felony.
- 8) Injury sustained while driving while Intoxicated.

### **Intoxicated** means:

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

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

### **Reserve National Guard Service** means: You or Your Dependents are:

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

## GENERAL PROVISIONS

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

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

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

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

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

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

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

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

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Enrollment form;
- 4) Your Beneficiary Designation (if applicable);
- 5) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;

- 6) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 7) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 8) Any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

We will pay the Accidental Death and Dismemberment Insurance Benefit at Your Dependents' death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executors or administrators of Your estate.

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

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

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

Benefits paid on behalf of a Dependent Child or other person under the policy or certificate will be paid to the Human Services Department when:

- 1) the Human Services Department has paid or is paying benefits on behalf of the Dependent Child or other person under the state's medicaid program pursuant to Title XIX of the Federal Social Security Act, 42 U.S.C. 1396, et seq;
- 2) payment for the services in question has been made by the Human Services Department to the medical provider; and
- 3) the insurer is notified that the insured individual receives benefits under the medicaid program and that benefits must be paid directly to the Human Services Department.

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

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

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

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

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

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

This written notification will:

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

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

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

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

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

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

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

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

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

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

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

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

We and the Policyholder assume no responsibility:

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

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

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

Legal action cannot be taken against Us:

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

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

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

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

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

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

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

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

## DEFINITIONS

**Airworthiness Certificate** means:

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

**Business Trip** means a bona fide trip while on assignment for or at the direction of the Employer for the purpose of furthering the business of the Policyholder which:

- 1) begins when You leave Your residence or place of regular employment, whichever occurs last, for the purpose of beginning the trip; and
- 2) ends when You return to Your residence or place of regular employment, whichever occurs first; and
- 3) excludes travel to and from work, bona fide leaves of absence and vacations.

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

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

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

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

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

provided such children are primarily dependent upon You for financial support and maintenance and are:

**Dependents** means Your Spouse.

**Employer** means the Policyholder.

**FAA** means:

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

**Injury** means bodily injury resulting:

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

which occurs while You or Your Dependents are covered under The Policy.

Loss resulting from:

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

is not considered as resulting from Injury.

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

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

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

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

not being used as a Common Carrier.

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

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

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

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

**Physician** means a person who is:

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

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

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

**Retiree** means a former employee of the Employer who retired from the Employer immediately after the last day as an Active Employee.

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

Spouse will include Your domestic partner or party to a civil union, provided You:

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

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

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

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

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



## AMENDATORY RIDER

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

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

For Colorado residents:

- 1) The **Dependent Termination** provision is replaced by the following:  
**Dependent Termination:** *When does coverage for my Dependent end?*

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

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage;
- 5) the date the Dependent no longer meets the definition of Dependent; or
- 6) the date Your Spouse reaches age 70.

unless continued in accordance with the continuation provisions.

However, Dependent Child coverage will not terminate if the Dependent Child is enrolled in a postsecondary education institution and takes a medical leave of absence before the earlier of:

- 1) one year after the first day of the Medically Necessary Leave of Absence; or
- 2) the date the coverage would otherwise terminate under the terms of coverage.

Medically Necessary Leave of Absence means a leave of absence from a postsecondary educational institution or a change in enrollment of the Dependent Child at the institution that:

- 1) begins while the Dependent Child is suffering from a serious illness;
- 2) is medically necessary; and
- 3) causes the Dependent to lose student status for the purpose of Dependent Child coverage.

- 2) Item #2 of the definition of **Dependent Child(ren)** is amended to read as follows:  
any other children related to You by blood or marriage or civil union or domestic partnership who:
- 3) The following is added to the definition of **Spouse**:  
Spouse will include Your partner in a civil union.
- 4) The **Change in Family Status** provision is amended to read as follows:  
A Change in Family Status occurs when:
  - 1) You get married or enter a civil union or You execute a domestic partner affidavit;
  - 2) You or Your spouse are divorced or terminate a civil union or terminate a domestic partnership;
  - 3) Your child is born or You adopt or become the legal guardian of a child;
  - 4) Your spouse or party to a civil union or domestic partner dies;
  - 5) Your child is no longer financially dependent on You or dies;
  - 6) Your spouse or party to a civil union or domestic partner is no longer employed, which results in a loss of group insurance; or
  - 7) You have a change in classification from part-time to full-time or from full-time to part-time.

**Newlywed Coverage:** If You marry or enter into a civil union or You execute a domestic partner affidavit while covered under The Policy, Your Spouse or party to a civil union or domestic partner shall automatically become covered under The Policy for 31 days of the date of marriage or civil union or domestic partnership. Benefits and amounts will be the minimum amount for those We are providing for Spouse coverage under The Policy at that time.

Coverage of Your Spouse or party to a civil union or domestic partnership will cease after 31 days of the date of marriage or civil union or domestic partnership unless You:

- 1) request in writing that coverage for Your Spouse or party to a civil union or domestic partner be continued; and

- 2) pay the additional required premium.

Newborn/New Child Coverage: If, while covered under The Policy, You:

- 1) have a newborn child; or
- 2) adopt or receive a foster or stepchild;

the child will become covered under The Policy for 31 days of the date of birth or the date of financial dependence on You. Benefits and amounts will be the minimum amount for those We are providing for Dependent Children under The Policy at that time.

Coverage of the new child will cease after 31 days of the date of birth or financial dependence unless You:

- 1) request in writing that coverage for Your child be continued; and
- 2) pay the additional required premium.

For Delaware residents:

The **Spouse** definition is amended to read as follows:

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

Spouse will include Your party to a civil union, provided You:

- 1) have established that You and Your partner are parties to a civil union for purposes of The Policy; or
- 2) have registered as parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

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

For Hawaii residents:

The **Spouse** definition is amended to read as follows:

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

Spouse will include Your party to a civil union, provided You:

- 1) have established that You and Your partner are parties to a civil union for purposes of The Policy; or
- 2) have registered as parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

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

For Illinois residents, The **Policy Interpretation** provision is deleted.

For Louisiana residents:

- 1) the following will be considered **Dependent Child(ren)** and are added to the definition of **Dependent Child(ren)**:
  - a) unmarried Child who is placed in your home pursuant to an adoption placement agreement; executed with a licensed adoption agency (from the date of placement in your home);
  - b) an unmarried Child who is placed in your home following execution of an act of voluntary surrender (as of the date on which the act of voluntary surrender becomes irrevocable);
  - c) your unmarried grandchild who is in your legal custody.
- 2) The child limiting age is changed to 21 years, or 24 years if a student, if less than such ages.
- 3) The following is added to the definition of **Dependent Child(ren)**: "Coverage will be continued for a Child up to age 24 who is deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder."
- 4) The following replaces the last sentence of the **Dependents** definition: "Any person who is in full-time military service cannot be a dependent, unless that person is subsequently called to military service and any required premium is paid."
- 5) The following provision is added:

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

If:
  - 1) Your coverage terminates because You enter active military service; and
  - 2) You are rehired within 12 months of the date You return from active military service;then coverage may be reinstated, provided You request such reinstatement within 31 days of the date you return to work.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage terminated; and

- 2) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
- 3) be subject to all the terms and provisions of The Policy.

For Massachusetts residents, the following is added to the Continuation Provisions:

Additionally, if Your insurance terminates because Your employment is terminated as a result of a plant closing or covered partial closing, Your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

- 1) 90 days from the date You were no longer eligible for coverage as a Full-time Active Employee;
- 2) the date You become eligible for similar benefits under another group plan;
- 3) the last day of the period for which required premium is made;
- 4) the date the group insurance policy terminates; or
- 5) the date Your Employer ceases to be a Participant Employer, if applicable.

Continued coverage is subject to all other applicable terms and conditions of The Policy.

For Maine residents:

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

For Michigan residents:

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

For Minnesota residents:

The definition of Disabled or Total Disability in the Permanent Total Disability Benefit is replaced by the following:

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

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

Your unemployed Spouse must be:

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

For Montana residents:

- 1) The time period stated in the **Conversion Right** provision is changed to 3 years, if greater than 3 years.
- 2) The dollar amount stated in the **Conversion Right** provision is changed to \$10,000, if less than \$10,000.
- 3) The 2<sup>nd</sup> paragraph of the **Conversion Policy Provisions** is deleted.
- 4) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$500, if not \$500.
- 5) The following provision is added to the **Claims to be Paid** provision.

**Payable Interest:** *Is interest payable on death claims?*

Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the claim is paid more than 30 days after the date due proof is received, the amount payable will include interest. Interest will be paid at the discount rate, on 90-day commercial paper, in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof is received.

For New Hampshire residents:

- 1) Item 1 of the definitions of **Disabled** and **Disabled or Disability** is replaced by the following:
  - 1) performing any work or occupation for wage or profit for which You are, or become, reasonably qualified by reason of education, training or experience.
- 2) Item 3 of the last paragraph of the **Sending Proof of Loss** provision is deleted.
- 3) Item 3 of the **Conditions for Qualification** provision is replaced by the following:

- 1) provide such proof in accordance with the Sending Proof of Loss provision.
- 4) The **Policy Interpretation** provision is deleted.
- 5) The time period stated in the definition of **Period of Confinement** in the **Accident Hospital Income Benefit**, is changed to 180 days, if less than 180 days.
- 6) Item 1 of the definition of **Extended Care Facility** in the **Extended Care Facility Benefit** is replaced by the following:
  - 1) Operates pursuant to law;
- 7) The following is added to the Period of Coverage:
 

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

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

For Oregon residents:

- 1) The **Spouse** definition is amended to read as follows:
 

**Spouse** means Your spouse who:

  - 1) is under age 65;
  - 2) is not legally separated or divorced from You; and
  - 3) is not in active full-time military service outside the continental United States, Hawaii, Puerto Rico or Alaska. However, Your spouse who is in active full-time military service inside the continental United States, Hawaii, Puerto Rico or Alaska will be considered a Dependent.

Spouse will include Your domestic partner provided You:

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

You will continue to be considered domestic partners provided You continue to meet the requirements of the law or as described in the domestic partner affidavit.
- 2) The following is added to the definition of **Dependent Child(ren)**:  
 Dependent Child(ren) will also include child(ren) of Your Oregon registered domestic partner.
- 3) The **Continuation Provisions** section is amended to include the following for Employers with 10 or more employees:
 

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

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

For Rhode Island residents:

- 1) The **Spouse** definition is amended to read as follows:
 

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

Spouse will include Your party to a civil union, provided You:

  - 1) have established that You and Your partner are parties to a civil union for purposes of The Policy; or
  - 2) have registered as parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered parties to a civil union provided You continue to meet the requirements required by law.
- 2) The following is added to **Continuation Provisions**:  

**Family Military Leave of Absence:** If Your spouse or child enters active full-time military service outside of the continental United States, Hawaii, Puerto Rico or Alaska, and You:

  - 1) have been employed with the same employer for at least two years; and
  - 2) have completed 1,250 hours of service during a 12 month period immediately prior to the date Military Leave of Absence would begin; and
  - 3) have exhausted all the other time made available to You by Your Employer except sick time and short term disability;

then Your coverage may be continued for up to 30 days. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

To elect a Family Military Leave of Absence, You must notify Your Employer at least 14 days prior to the date the leave would begin if the leave would consist of five or more consecutive work days. For a leave of less than five days, the Employee should give notice as soon as reasonable possible.

For South Carolina residents:

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

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

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

For Utah residents:

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

For Vermont residents:

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

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

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

- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

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

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

For Washington residents:

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

For Wisconsin residents:

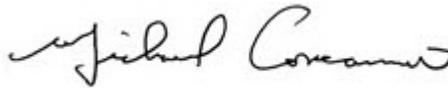
The time periods stated in the **Claim Appeal** provision are removed.

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

Signed for Hartford Life and Accident Insurance Company.



**Terence Shields, Secretary**



**Michael Concannon, Executive Vice President**