

# **YOUR BENEFIT PLAN**



**Basic Accidental Death and Dismemberment Insurance, Supplemental Accidental Death and Dismemberment Insurance**



**Maryland**

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

## State Notices

**IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES:** There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <https://www.thehartford.com/>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us or one of our contracted administrators as follows:

**The Hartford**  
**Group Benefits Division, Customer Service**  
**P.O. Box 2999**  
**Hartford, CT 06104-2999**  
**1-800-523-2233**

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

We are providing notice that Hartford Life and Accident Insurance Company is subject to economic and trade sanctions laws and regulations. These laws and regulations, including the laws and regulations administered and enforced by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), prevent Hartford Life and Accident from providing coverage to, and from paying benefits to, entities and individuals where prohibited by applicable law. In addition, these laws and regulations prohibit certain activities with respect to certain countries.

We have included this information to make you aware of the existence and potential impact of these economic and trade sanctions programs on your benefit program.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

### **Alaska:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
2. The **Spouse** definition will always include domestic partners, civil unions, and any other legal union recognized by state law.

### **Arizona:**

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

### **Arkansas:**

1. **NOTICE:** You have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:  
Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, AR 72202

### **California:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is replaced by the following:

#### **Eligibility Determination**

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

- (a) obtain with the Covered Person's cooperation and authorization if required by law, only such information that is necessary to evaluate his/her claim and decide whether to accept or deny his/her claim for benefits. We may obtain this information from the Covered Person's Notice of Claim, submitted proofs of loss, statements, or other materials provided by the Covered Person or others on the Covered Person's behalf; or, at Our expense. We may obtain necessary information, or have the Covered Person physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at the Covered Person's option and at his/her expense, the Covered Person may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of the Covered Person's choice. The Covered Person should provide Us with all information that he/she want Us to consider regarding his/her claim;
- (b) as a part of Our routine operations, We will apply the terms of the Policy for making decisions, including decisions on eligibility, receipt of benefits and claims, or explaining policies, procedures and processes;
- (c) if We approve the Covered Person's claim, We will review Our decision to approve his/her claim for benefits as often as is reasonably necessary to determine his/her continued eligibility for benefits;
- (d) if We deny the Covered Person's claim, We will explain in writing to the Covered Person the basis for an adverse determination in accordance with the Policy as described in the provision entitled Claim Denial.

In the event We deny the Covered Person's claim for benefits, in whole or in part, he/she can appeal the decision to Us. If the Covered Person chooses to appeal Our decision, the process he/she must follow is set forth in the Policy provision entitled **Claim Appeal**. If the Covered Person does not appeal the decision to Us, then the decision will be Our final decision.

2. **For Your Questions and Complaints:**  
 State of California Insurance Department  
 Consumer Communications Bureau  
 300 South Spring Street, South Tower  
 Los Angeles, CA 90013  
 Toll Free: 1(800) 927-HELP  
 TDD Number: 1(800) 482-4833  
 Web Address: [www.insurance.ca.gov](http://www.insurance.ca.gov)

#### **Colorado:**

1. Dependent Child coverage if shown in the **Dependent Termination** provision of the **Period of Coverage** section 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:
  - a) one year after the first day of the Medically Necessary Leave of Absence; or
  - b) 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:

- a) begins while the Dependent Child is suffering from a serious illness;
  - b) is medically necessary; and
  - c) causes the Dependent to lose student status for the purpose of Dependent Child coverage.
2. The definition of **Dependent Child(ren)** includes children related to You by a civil union and domestic partnership.
  3. The definition of **Spouse** includes Your partner in a civil union or domestic partnership.
  4. The list of changes in the **Change in Family Status** provision, if shown in the **Eligibility and Enrollment** also applies to coverage for civil unions and domestic partnership.
  5. **The following eligibility and enrollment requirements apply to you:**

#### **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:

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

- b) pay the additional required premium.

**Newborn/New Child Coverage:**

If, while covered under The Policy, You:

- a) have a newborn child; or
- b) 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:

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

6. The **Claim Appeal** provision will always include the following:

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and entitled to a trial by jury.

7. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

**Florida:**

1. **NOTICE: The benefits of the policy providing you coverage may be governed primarily by the laws of a state other than Florida.**

**Idaho:**

1. **For Your Questions and Complaints:**

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3<sup>rd</sup> Floor  
PO Box 83720  
Boise, ID 83720-0043  
Toll Free: 1(800) 721-3272  
Web Address: [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

2. **Notice to Buyer: This is an accident-only certificate and it does not pay benefits for loss from sickness. Review Your certificate carefully.**
3. **Notice to Buyer: This certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.**

**Illinois:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.

2. **For Your Questions and Complaints**

Illinois Department of Insurance  
Consumer Services Station  
Springfield, IL 62767  
Consumer Assistance: 1(866) 445-5364  
Officer of Consumer Health Insurance 1(877) 527-9431  
Web Address: <http://insurance.illinois.gov/>

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

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

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be

included in any definition or use of the terms “spouse,” “family,” “immediate family,” “dependent,” “next of kin,” and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms “marriage” or “married,” or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

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

#### **Kansas:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is replaced by the following:

**Policy Interpretation.** Pursuant to the Employee Retirement Income Security Act of 1974, as amended (ERISA), Your Employer has delegated to Us the fiduciary responsibility to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. Therefore, We are fiduciary for The Policy and We have the continuing duty to act prudently and in the interest of You, Your beneficiaries and the other plan participants. If You have a claim for benefits which is denied or ignored, in whole or in part, then You may file suit in state or federal court for a review of Your eligibility or entitlement to benefits under The Policy. This provision only applies where the interpretation of The Policy is governed by ERISA.

#### **Louisiana:**

1. The following requirements apply to the definition of **Dependent Child(ren)** :
  - a) an 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;
  - d) a limiting age of 21 years, or 24 years if a student, if less than such ages;
  - e) an unmarried Child to age 24, if a student and deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder; and
  - f) an unmarried Child who is subsequently called to military service and any required premium is paid.

2. The following requirement applies to you:

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

- a) Your coverage terminates because You enter active military service; and
- b) 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:

- a) be the same coverage amounts in force on the date coverage terminated; and
- b) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
- c) be subject to all the terms and provisions of The Policy.

#### **Maine:**

1. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

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

2. The time period stated in the **Notice of Claim** provision shown in the **General Provisions** section is changed to 30 days if not already 30 days.
3. The time period stated in the **Claim Forms** provision shown in the **General Provisions** section is changed to 15

days if not already 15 days.

4. The time periods stated in the **Sending Proof of Loss** provision shown in the **General Provisions** section are changed to 90 days and 1 year if not already 90 days and 1 year, respectively.
5. The time period stated in the **Claim Payment** provision shown in the **General Provisions** section is changed to 30 days if not already 30 days.
6. The dollar amount stated in the **Claims to be Paid** provision shown in the **General Provisions** section is changed to \$2,000 if not already \$2,000.
7. The phrase "In the absence of Insurance Fraud" in the **Misstatements** provision does not apply to you.

#### Michigan:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.

#### Minnesota:

1. 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:

- a) inability during the first two years of disability to perform the Essential Duties of Your or Your Spouse's Occupation; and
- b) after that, Your or Your Spouse's inability to engage in Any Occupation for which you are suited by education, training and experience; or
- c) 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.

#### Montana:

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** does not apply to you.
4. The dollar amount stated in the second paragraph of the **Claims to be Paid** provision shown in the **General Provisions** section is changed to \$500, if not \$500.
5. The following requirement applies to you:  
**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.
6. The definition of **Physician** in the **Definitions** section will include the following freedom of choice language:  
You have full freedom of choice in the selection of any health care provider for the treatment of any injury related to an Accident within the scope and limitations of his or her practice, including a licensed physician, physician assistant, dentist, osteopath, chiropractor, optometrist, podiatrist, psychologist, licensed social worker, licensed professional counselor, licensed marriage and family therapist, acupuncturist, naturopathic physician, physical therapist or advanced practice registered nurse.

#### New Hampshire:

1. Item 1 of the definitions of **Disabled** and **Disabled or Disability** if shown in the **Definitions** section 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 shown in the **General Provisions** section does not apply to you.
3. Item 3 of the **Conditions for Qualification** provision is replaced by the following:
  - 3) provide such proof in accordance with the Sending Proof of Loss provision.
4. 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;
5. The following continuation requirement applies to you:



**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.
6. The time period stated for legal action to start in the **Legal Actions** provision shown in the **General Provisions** section can not be less than 3 years after the time **Proof of Loss** is required to be given.
7. An initial period of Confinement and any subsequent periods of Confinement for the same Injury occurring within 90 days of the initial Confinement discharge date will be considered one **Period of Confinement** up to a maximum of 180 days, if an **Accident Hospital Income Benefit** is included in Your certificate.
8. Reference to the terms wholly and continuously or reasonably within the definition of **Disabled or Disability** do not apply to You if either a **Waiver of Premium** or an **Extended Care Facility Benefit** are included in Your certificate.
9. "Injury sustained while Intoxicated" or "Injury sustained while driving while Intoxicated" are revised to "Injury sustained while driving feloniously while Intoxicated" when referenced in the **Exclusions** provision.
10. **Notice: The Policy does not insure against loss resulting from sickness.**
11. **Notice:** You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original Certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.
12. We will refund the pro rata portion of any premium paid for You or Your covered Dependents while You or Your covered Dependents are in the armed forces on full-time active duty, if coverage is excluded during this period.
13. **Notice: This is a Limited Policy - Read it Carefully**
14. Termination of coverage will not affect benefits otherwise payable for a claim incurred while The Policy is in force.
15. The following **Extension of Coverage While Disabled** provision is added to the **Continuation Provisions** section of the Certificate:

**Extension of Coverage While Disabled**

If You are Disabled when coverage would otherwise terminate because:

- 1) You are no longer eligible for insurance or are no longer in an Eligible Class; or
- 2) the Policy terminated and You are not eligible for coverage under a replacing policy;

Your and Your Dependents coverage will be extended for 90 days after it would otherwise terminate, while:

- 1) Disability continues; and
- 2) the required premium for coverage is paid.

In no event will coverage under this provision be extended beyond 90 days. Benefit payment is subject to any applicable limitations, maximums, and terms of The Policy.

**Disabled or Disability**, for the purpose of this benefit, means You are prevented from performing any work or occupation for wage or profit for which You are or become reasonably qualified by reason of education, training or experience.

16. **Notice:** This is an ancillary health certificate. This certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.
17. The **Accidental Death and Dismemberment Principal Sum Amount** under The Policy at the time of issue shall be at least \$10,000 per covered person and paid without regard to whether benefits are provided under other insurance. The amount payable for the Loss of one limb, in whole or in part, shall be at least \$5,000 per covered person. The amount payable for Loss of a thumb and index finger shall be at least \$2,000 per covered person.

**New Mexico:**

1. We cannot require that You prove that Your child was born in wedlock, living with You, or claimed as a dependent on Your or Your Spouse's tax return in order for Your child to be eligible for **Dependent** coverage.
2. Benefits paid on behalf of You or Your Dependent under this certificate shall be paid to the human services department when:

- 1) the human services department has paid or is paying benefits on behalf of the Covered Person under the state's Medicaid program pursuant to Title XIX of the federal Social Security Act, 42 U.S.C. 1396, et seq.; or
  - 2) payment for the services in question has been made by the human services department to the Medicaid provider; and
  - 3) We are notified that You or Your Dependent receives benefits under the Medicaid program.
3. If You are covered under a Non-ERISA policy issued outside of New Mexico with a Certificate Effective Date of January 1, 2019 or later, these additional requirements apply to you:

### **Consumer Complaint Notice**

**If you are resident of New Mexico, your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If you have concerns regarding your claim, premium, or other matters pertaining to this coverage, you may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at: <https://www.osi.state.nm.us/index.php/consumers/consumer-assistance/>**

- A. When We determine that benefits are payable, We will pay the benefits in accordance with the **Claims to be Paid** provision immediately after such **Proof of Loss** is received. If a claim is paid more than 45 days from receipt of required **Proof of Loss**, You are entitled to interest on that amount at the rate of 1 1/2 times the prime lending rate, as determined by the superintendent, for New Mexico banks per year during the period the claim is unpaid.
- B. **Legal Actions** cannot be taken against Us sooner than 60 days after Proof of Loss is furnished or more than 3 years after the date Proof of Loss is required to be furnished (ren)according to The Policy.
- C. **Physician** means a person who is:
  - a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of healing art recognized by New Mexico law;
  - b. licensed to practice in the jurisdiction where care is being given;
  - c. operating within the scope of his or her license; and
  - d. not the Covered Person or a Family Member.

You have full freedom of choice in the selection of a Hospital for care or of a practitioner of the healing arts or optometrist, psychologist, podiatrist, physician assistant, certified nurse-midwife, registered lay midwife or registered nurse in expanded practice for the treatment of any Injury related to an Accident within the scope and limitations of his or her practice.

You are entitled to cover Your **Dependent Child** up to age 25, unless if shown as higher in the **Definitions** section of the Certificate.

- D. You are entitled to cover Your **Dependent Child** up to age 26.
- E. If an unmarried child is age 26 or older and is:
  - a. incapable of self-sustaining employment because of an intellectual disability or physical handicap;
  - b. chiefly dependent on You for financial support;
 and You have provided proof of his/her disability upon Our request, that child will continue to be a **Dependent Child** until these conditions cease to exist. We may request that proof of such incapacity and dependency is furnished to Us within 31 days of the child's attainment age 26 and subsequently as may be required by Us, but not more frequently than annually after the two year period following the child's attainment age of 26.
- F. **Newborn and Newly Adopted Child Coverage:**  
 If, while covered under The Policy, You:
  - a. have a newborn child;
  - b. adopt a child;
  - c. receive a stepchild; or
  - d. become the legal guardian of a child;
 the child will become covered under The Policy for 31 days after the date the child becomes eligible. Benefits and amounts will be the minimum amount for those We are providing for Dependent Child(ren) under The Policy at that time.

Coverage of the new child will cease after 31 days from the date the child became eligible unless You:

- a. enroll the new child prior to the expiration of the 31 days; and
  - b. pay the additional required premium.
- G. No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

**New York:**

1. **NOTICE:** The insurance evidenced by this certificate provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services.

IMPORTANT NOTICE — THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

**North Carolina:**

1. If your coverage is issued through a trust, the **Sending Proof of Loss** provision in the **General Provisions** section is amended such that the submission of **Proof of Loss** must be sent within 180 days after the loss.
2. If your coverage is issued through a trust, reference to fraud in **Misstatements** provision in the **General Provisions** section is not applicable.

**Oregon:**

1. We cannot require that You prove that Your child was born in wedlock, living with You, or claimed as a dependent on Your or Your Spouse's tax return in order for Your child be eligible for Dependent coverage, as shown in the **Definitions** section.
2. The **Spouse** definition if shown in the **Definitions** section will always include domestic partners, civil unions, and any other arrangement allowable by state law.
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.

**Rhode Island:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
2. The **Spouse** definition if shown in the **Definitions** section will always include domestic partners, civil unions, and any other arrangement allowable by state law.
3. The following continuation requirement applies to you:  
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.

**South Carolina:**

1. The time period in the **Notice of Claim** provision shown in the **General Provisions** section is changed to 20 days, if not already 20 days.
2. The following physical exam and autopsy requirement applies to you:  
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 shown in the **General Provisions** section 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.

**Texas:**

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
2. **Notice:**

**Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

**Hartford Life and Accident Insurance Company**

To get information or file a complaint with your insurance company:

**Call: Customer Service at 860-547-5000**

**Toll-free: 1-800-523-2233**

Online: <https://www.thehartford.com/contact-the-hartford>

Email: [GBD.Customerservice@hartfordlife.com](mailto:GBD.Customerservice@hartfordlife.com)

Mail: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

**The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

**Call with a question: 1-800-252-3439**

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

**¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

**Hartford Life and Accident Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame a: servicio al cliente al 860-547-5000**

**Teléfono gratuito: 1-800-523-2233**

En línea: <https://www.thehartford.com/contact-the-hartford>

Correo electrónico: [GBD.Customerservice@hartfordlife.com](mailto:GBD.Customerservice@hartfordlife.com)

Dirección postal: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

**El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

**Llame con sus preguntas al: 1-800-252-3439**

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Utah:**

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. Regarding the definition of **Dependent Child(ren)** if shown in the **Definitions** section:
  - a) items a and b of item 2 do not apply to you
  - b) the second item 2 does not apply to you
  - c) the maximum age for a child is 26 if not already 26.
4. A qualifying **Change in Family Status** will also include from the date of placement for adoption with You.
5. Item 3 of the **Sending Proof of Loss** provision, in the **General Provisions** section does not apply to you.
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**.

**Vermont:**

1. **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 are hereby superseded as follows:
  - a) 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.
  - b) 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.
  - c) 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.
  - d) "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.
  - e) "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 the 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.

**Virginia:**

1. **For Your Questions and Complaints:**

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)

**Washington:**

1. The **Accelerated Benefit** is not available.

**Wisconsin:**

1. The time periods stated in the **Claim Appeal** provision shown in the **General Provisions** section are removed.

2. **For Your Questions and Complaints:**

To request a Complaint Form:  
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)



## CERTIFICATE OF INSURANCE

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

**Policyholder: LaPetite Academy, Inc.**  
**Policy Number: ADD-S09200**  
**Policy Effective Date: January 1, 2022**  
**Policy Anniversary Date: January 1, 2023**

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

Signed for the Company

Kevin Barnett, Secretary

Jonathan Bennett, President

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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.

**Table of Contents**

Schedule of Insurance  
Period of Coverage  
Benefits  
Exclusions  
General Provisions  
Definitions

## SCHEDULE OF INSURANCE

**Cost of Coverage:**  
**Non-Contributory**  
**Coverage:**

Basic Accidental Death and Dismemberment Insurance

**Contributory Coverage:** Supplemental Accidental Death and Dismemberment Insurance

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

Full-time Employees: at least 30 hours weekly

Class 1: Employees who are support central, divisional or district employees, school directors, salaried field managers, preschool managers, school age managers, associate directors, directors in training, school managers or senior associate directors

Class 2: Field hourly or field non-management salaried employees

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

**Eligibility Waiting Period for Coverage:**

The first day of the month coinciding with or next following 90 day(s) of employment

The time periods referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time Active Employee with the Employer under the Prior Policy.

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

#### **Basic 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.

With respect to Class 1:

**Principal Sum Amount:** 1.5 times Earnings, subject to a Maximum Amount of \$150,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

With respect to Class 2:

**Principal Sum Amount:** 1 times Earnings, subject to a Maximum Amount of \$50,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

#### **Supplemental 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:**



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

The Principal Sum requested cannot exceed the lesser of 5 times Your Earnings or the maximum above.

**Accidental Death and Dismemberment Reduction on and after Age 65(Applicable to Non-Contributory Plan):** We will reduce Your Principal Sum on the January 1st on or next following the date You attain ages 65, 70 and 75. The reduced amount will be determined by multiplying the Principal Sum shown in the Schedule by the percentage shown below for your attained age:

<b>Your Age</b>	<b>Percentage of Principal Sum</b>
Age 65 - 69	35%
Age 70 - 74	60%
Age 75 or over	75%

These reductions also apply if:

- 1) You become covered under The Policy; or
- 2) Your coverage increases;  
on or after the date You attain age 65.

**Common Carrier**

Common Carrier Limit: \$150,000

**Additional Benefits:**

With respect to Basic and Supplemental Accidental Death and Dismemberment:

**Seat Belt and Air Bag Coverage:**

Seat Belt Benefit Amount: 10% of Principal Sum to a maximum amount of \$10,000

Minimum Benefit: \$1,000

Air Bag Benefit Amount: 10% of Principal Sum to a maximum amount of \$10,000

**Repatriation Benefit:**

Maximum Amount: \$5,000

Repatriation Benefit Percentage: 5%

**Child Education Benefit:**

Maximum Amount: \$5,000

Percentage of Principal Sum: 5%

Minimum Amount: \$1,000

**Day Care Benefit:**

Maximum Amount: \$5,000

Day Care Benefit Percentage: 5%

Minimum Amount: \$1,000

**Spouse Education Benefit:**

Maximum Amount: \$5,000

Percentage of Principal Sum: 5%

Minimum Amount: \$1,000

**Coma Benefit:**

Coma Benefit Percentage: 1%

Waiting Period: 30 day(s)

With respect to Supplemental Accidental Death and Dismemberment only:

**Conversion Right**

Conversion Limit: \$250,000

## ELIGIBILITY AND ENROLLMENT

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

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

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

You will become eligible for coverage on the latest of:

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

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

For Non-Contributory Coverage, Your Employer will automatically enroll You for the Amount of Basic Accidental Death and Dismemberment Insurance. However, You will be required to complete a beneficiary designation form.

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

If You do not enroll for Your coverage within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may enroll for Your coverage only:

- 1) during an Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

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

A Change in Family Status occurs when:

- 1) You get married or You execute a domestic partner affidavit;
- 2) You and Your spouse divorce 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 domestic partner dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

## PERIOD OF COVERAGE

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

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

Contributory Coverage will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the Policy Anniversary Date on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll if You do so within 31 days of the date You are eligible.

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

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

If, on the date You are to become covered:

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

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

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

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

- 1) You had under the Prior Policy; or

2) shown in the Schedule of Insurance;

reduced by any coverage amount:

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

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

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

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

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

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

After Your initial enrollment You may increase or decrease coverage for You:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

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

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

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

Your coverage will end on the earliest of the following:

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

unless continued in accordance with one of the Continuation Provisions.

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

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision.

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

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

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

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

**Leave of Absence:** If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage may be continued for 3 month(s). If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

**Military Leave of Absence:** If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 3 month(s). If the leave ends prior to the agreed upon date, this continuation will cease immediately.

**Lay Off:** If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued for 3 month(s). If the lay-off becomes permanent, this continuation will cease immediately.

**Disability Insurance:** If You are working for the Policyholder and:

- 1) are covered by; and
- 2) meet the definition of disabled under;

a Group Disability Insurance Policy, issued by Us to Your coverage may be continued until the last day of the 12th month after the month in which You became disabled, as defined in the Group Disability Insurance Policy.

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

- 1) for a period of 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.

**Family and Medical Leave:** If You are granted a leave of absence, in writing, in accordance with state and/or federal family and medical leave laws, all of Your coverages 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. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

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

If You cease to be covered under The Policy because You cease to be eligible for coverage and:

- 1) The Policy has not terminated; and
- 2) You have paid any required premium;

You have a Conversion Right 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 but not Your Dependents.

**Insurer**, as used for this Conversion Right, means Us or another insurance company which has agreed with Us to issue converted policies according to this conversion right.

You must:

- 1) give the Insurer a written request for the converted policy; and
- 2) pay the Insurer the initial premium;

within 31 days after You cease to be covered under The Policy.

The Conversion Right will provide a converted policy that:

- 1) will have the provisions, limitations and exclusions on the form the Insurer is issuing for this purpose at conversion;
- 2) will provide coverage on a twenty four hour a day basis;
- 3) will provide benefits for Accidental Death and Dismemberment alone;
- 4) will take effect on the date You cease to be covered under The Policy;
- 5) may exclude any condition excluded by The Policy;
- 6) will not pay for any loss covered by The Policy;
- 7) will provide a Principal Sum for You which will be:
  - a) 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 of \$250,000, if You are under age 70;
  - b) \$25,000.00, if You are age 70 or older but less than age 75; or
  - c) \$12,500.00, if You are age 75 or older;
- 8) will have premiums based on the Insurer's rates in effect for new applicants of Your class and age at conversion.

**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 Your coverage terminated;

then coverage for You may be reinstated, provided You request such reinstatement within 31 days of the date You return to work.

The reinstated coverage will be the same coverage amounts in force on the date coverage terminated and will be subject to all the terms and provisions of The Policy.

## BENEFITS

**Accidental Death Benefit with Double Indemnity while On a Common Carrier:** *When is the Accidental Death Benefit with Double Indemnity while on a Common Carrier payable?*

If You sustain an Injury that results in Loss of life within 365 days of the date of accident, We will pay Your amount of Principal Sum 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.

If the Injury occurs while On a Common Carrier, We will double the Principal Sum payable for this Benefit. However, in no event will the Principal Sum be increased by more than the Common Carrier Limit.

Your amount of Principal Sum is shown in the Schedule of Insurance.

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

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

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

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

<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
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears.....	One-Half of Principal Sum
Loss of an Arm or Leg.....	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 were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You suffered Loss of life if:

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

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

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

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

a properly registered Motor Vehicle and 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 You were:

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

The Seat Belt Benefit is the lesser of:

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

The Air Bag Benefit is the lesser of:

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

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

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

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

**Seat Belt** means:

- 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.

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

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

This Benefit will be paid:

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

The Repatriation Benefit will pay the least of:

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

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

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

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

This Benefit will be paid:

- 1) after We receive proof that your Child(ren) qualify as a Student, as defined in this Benefit; and

- 2) according to the General Provisions of The Policy.

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

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

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

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

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

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

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

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 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; and
- 2) no person qualifies as a Student.

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

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

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

**Child(ren)** means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 23 who:

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

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

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

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

This Benefit will be paid:

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

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

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

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

Proof of enrollment must be sent to Us prior to the last day of the 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.

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

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

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

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

**Child** means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 13 and primarily dependent on You for financial support and maintenance.

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

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

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

This Benefit will be paid:

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

The Spouse Education Benefit is the least of:

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

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

Your surviving Spouse must enroll in Occupational Training:

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

**Occupational Training** means any:

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

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

**Expense Incurred** means:

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

for the Occupational Training.

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

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

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

If, as a result of an Injury, You:

- 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 as the Waiting Period;

We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that You remain 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 You die;
- 2) the end of the month in which You recover from the Coma; or
- 3) when the total payment equals the Coma Maximum Benefit Amount.

The Coma Maximum Benefit equals Your 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.

## 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;

(We will refund the pro rata portion of any premium paid for You while You 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 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;
- 7) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens unless as prescribed by or administered by a Physician;
- 8) Injury sustained while committing or attempting to commit a felony; or
- 9) 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.

## 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 20 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 immediately, 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 \$1,000 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 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.

**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.

**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.

**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 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 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 perpetrate Insurance Fraud.

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

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

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

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

## DEFINITIONS

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

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

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

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

Actively at Work will also include a Business Trip.

Actively at Work does not include everyday travel to and from work.

**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.

**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.

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

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

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

**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 are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound;
- 2) medical or surgical treatment of a sickness or disease;
- 3) intentionally self-inflicted injury;
- 4) suicide or attempted suicide, whether sane or insane; or
- 5) taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;

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.

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

**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.

**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.

**ERISA INFORMATION  
THE FOLLOWING NOTICE  
CONTAINS IMPORTANT INFORMATION**

This employee welfare benefit plan (Plan) is subject to certain requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA requires that you receive a Statement of ERISA Rights, a description of Claim Procedures, and other specific information about the Plan. This document serves to meet ERISA requirements and provides important information about the Plan.

The benefits described in your booklet-certificate (Booklet) are provided under a group insurance policy (Policy) issued by the Hartford Life and Accident Insurance Company (Insurance Company) and are subject to the Policy's terms and conditions. The Policy and Booklet are incorporated into, and form a part of, the Plan. The Plan has designated and named the Insurance Company as the claims fiduciary for benefits provided under the Policy. The Plan has granted the Insurance Company full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy, to the extent permitted by applicable state law.

A copy of the Plan is available for your review during normal working hours in the office of the Plan Administrator.

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**1. Plan Name**

Group Accidental Death and Dismemberment Plan for employees of LaPetite Academy, Inc..

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**2. Plan Number**

502

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**3. Employer/Plan Sponsor**

LaPetite Academy, Inc.  
21333 Haggerty Rd #200  
Novi, MI 48375

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**4. Employer Identification Number**

43-1243221

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**5. Type of Plan**

Welfare Benefit Plan providing Accidental Death and Dismemberment benefits.

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**6. Plan Administrator**

LaPetite Academy, Inc.  
21333 Haggerty Rd #200  
Novi, MI 48375

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## 7. Agent for Service of Legal Process

For the Plan

LaPetite Academy, Inc.  
21333 Haggerty Rd #200  
Novi, MI 48375

For the Policy:

Hartford Life and Accident Insurance Company  
One Hartford Plaza  
Hartford, Connecticut 06155

In addition to the above, Service of Legal Process may be made on a plan trustee or the plan administrator.

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8. **Sources of Contributions** The Employer pays the premium for the insurance, but may allocate part of the cost to the employee, or the employee may pay the entire premium. The Employer determines the portion of the cost to be paid by the employee. The insurance company/provider determines the cost according to the rate structure reflected in the Policy of Incorporation.
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9. **Type of Administration** The plan is administered by the Plan Administrator with benefits provided in accordance with the provisions of the applicable group plan.
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10. The Plan and its records are kept on a Policy Year basis.
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## 11. Labor Organizations

None

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## 12. Names and Addresses of Trustees

None

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## 13. Plan Amendment Procedure

The Plan Administrator reserves full authority, at its sole discretion, to terminate, suspend, withdraw, reduce, amend or modify the Plan, in whole or in part, at any time, without prior notice.

The Employer also reserves the right to adjust your share of the cost to continue coverage by the same procedures.



## STATEMENT OF ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

### 1. Receive Information About Your Plan and Benefits

- a) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The administrator may make a reasonable charge for the copies.
- c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### 2. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### 3. Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If the Plan requires you to complete administrative appeals prior to filing in court, your right to file suit in state or Federal court may be affected if you do not complete the required appeals. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### 4. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## CLAIM PROCEDURES

The Plan has designated and named the Insurance Company as the claims fiduciary for benefits provided under the Policy. The Plan has granted the Insurance Company full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy, to the extent permitted by applicable state law.

## Claim Procedures for Claims Requiring a Determination of Disability

Claims and appeals for disability benefits will be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) shall not be made based upon the likelihood that the individual will support the denial of benefits.

If the Insurance Company fails to strictly adhere to all the requirements of ERISA with respect to a claim, you are deemed to have exhausted the administrative remedies available under the Plan, with certain exceptions. Accordingly, you are entitled to bring a civil action to pursue any available remedies under section 502(a) of ERISA on the basis that the Insurance Company has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim. If you choose to bring a civil action to pursue remedies under section 502(a) of ERISA under such circumstances, your claim or appeal is deemed denied on review without the exercise of discretion by an appropriate fiduciary. However, the administrative remedies available under the Plan will not be deemed exhausted based on *de minimis* violations that do not cause, and are not likely to cause, prejudice or harm to you so long as the Insurance Company demonstrates that the violation was for good cause or due to matters beyond the control of the Insurance Company and that the violation occurred in the context of an ongoing, good faith exchange of information between the Insurance Company and you. This exception is not available if the violation is part of a pattern or practice of violations by the Insurance Company. Before filing a civil action, you may request a written explanation of the violation from the Insurance Company, and the Insurance Company must provide such explanation within 10 days, including a specific description of its bases, if any, for asserting that the violation should not cause the administrative remedies available under the Plan to be deemed exhausted. If a court rejects your request for immediate review on the basis that the Insurance Company met the standards for the exception, your claim shall be considered as re-filed on appeal upon the Insurance Company's receipt of the decision of the court. Within a reasonable time after the receipt of the decision, the Insurance Company shall provide you with notice of the resubmission.

### Claims for Benefits

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 45 days after receipt of your properly filed claim. The time for decision may be extended for two additional 30 day periods provided that, prior to any extension period, the Insurance Company notifies you in writing that an extension is necessary due to matters beyond the control of the Insurance Company, identifies those matters and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim, the time for decision may be tolled from the date on which the notification of the extension is sent to you until the date the Insurance Company receives your response to our request. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

Any adverse benefit determination will be in writing and include: 1) the specific reason or reasons for the decision; 2) specific references to the Policy provisions on which the decision is based; 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; 4) a description of the Insurance Company's review procedures and time limits applicable to such procedures; 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal the decision and after you receive a written denial on appeal; 6) a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (a) the views presented by you to the Insurance Company of health care professionals treating you and vocational professionals who evaluated you, (b) the views of medical or vocational experts whose advice was obtained on behalf of the Insurance Company in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (c) a disability determination regarding you presented by you to the Insurance Company made by the Social Security Administration; 7) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request; 8) either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Insurance Company relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Insurance Company do not exist; 9) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and

10) a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Insurance Company.

#### Appealing Denials of Claims for Benefits

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court, with the exception of an action under the deemed exhausted process described above. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 180 days from the date you received your claim denial. As part of your appeal:

1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
2. you may submit written comments, documents, records and other information relating to your claim.

The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Before the Insurance Company can issue an adverse benefit determination on review, the Insurance Company shall provide you, free of charge, with any new or additional evidence considered, relied upon, or generated by the Insurance Company (or at the direction of the Insurance Company) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give you a reasonable opportunity to respond prior to that date.

Before the Insurance Company can issue an adverse benefit determination on review based on a new or additional rationale, the Insurance Company shall provide you, free of charge, with the rationale; the rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give you a reasonable opportunity to respond prior to that date.

The Insurance Company will make a final decision no more than 45 days after it receives your timely appeal. The time for final decision may be extended for one additional 45 day period provided that, prior to the extension, the Insurance Company notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for decision shall be tolled from the date on which the notification of the extension is sent to you until the date the Insurance Company receives your response to the request. The Insurance Company may also toll the time for a decision to allow you a reasonable opportunity to respond to new or additional evidence or a new or additional rationale. Tolling will begin on the date that the Insurance Company provides you with new or additional evidence or a new or additional rationale, and end when the Insurance Company receives the response or on the date by which the Insurance Company has requested a response, whichever comes first.

The individual reviewing your appeal shall give no deference to the initial benefit decision and shall be an individual who is neither the individual who made the initial benefit decision, nor the subordinate of such individual. The review process provides for the identification of the medical or vocational experts whose advice was obtained in connection with an initial adverse decision, without regard to whether that advice was relied upon in making that decision. When deciding an appeal that is based in whole or part on medical judgment, the Insurance Company will consult with a medical professional having the appropriate training and experience in the field of medicine involved in the medical judgment and who is neither an individual consulted in connection with the initial benefit decision, nor a subordinate of such individual. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

However, any final adverse benefit determination on review will be in writing and include: 1) the specific reason or reasons for the decision; 2) specific references to the Policy provisions on which the decision is based; 3) a statement that you are entitled to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim; 4) a statement (a) that you have the right to bring a civil action under section 502(a) of ERISA, and (b) describing any applicable contractual limitations period that applies to your right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim; 5) a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (a) the views presented by you to the Insurance Company of health care professionals treating you and vocational professionals who evaluated you, (b) the views of medical or vocational experts whose advice was obtained on behalf of the Insurance Company in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (c) a disability determination regarding you presented by you to the Insurance Company made by the Social Security Administration; 6) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation

of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request; 7) either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Insurance Company relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; 8) a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Insurance Company; and 9) any other notice(s), statement(s) or information required by applicable law.

### **Claim Procedures for Claims Not Requiring a Determination of Disability**

Claims and appeals for benefits will be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion or other similar matters with respect to any individual (such as a claims adjudicator or medical expert) shall not be made based upon the likelihood that the individual will support the denial of benefits.

#### **Claims for Benefits**

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 90 days after receipt of your properly filed claim. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 90 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 180 days after your claim was received. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

However, any adverse benefit determination will be in writing and include: 1) specific reasons for the decision; 2) specific references to Policy provisions on which the decision is based; 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; 4) a description of the review procedures and time limits applicable to such, and 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal.

#### **Appealing Denials of Claims for Benefits**

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 60 days from the date you received your claim denial. As part of your appeal:

1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
2. you may submit written comments, documents, records and other information relating to your claim.

The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Insurance Company will make a final decision no more than 60 days after it receives your timely appeal. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 60 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 120 days after your appeal was received. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

However, any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision and specific references to the Policy provisions on which the decision is based, 2) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim, 3) a statement of your right to bring a civil action under section 502(a) of ERISA, and 4) any other notice(s), statement(s) or information required by applicable law.

