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**GROUP  
BENEFIT  
PLAN**

**COUNTY OF SANTA CRUZ**  
Supplemental Life and Accidental Death and Dismemberment



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**INSURER INFORMATION NOTICE**

**NOTICE REQUIREMENT**

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

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

**1-800-927-HELP**

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

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



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

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**CERTIFICATE OF INSURANCE**

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

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

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

according to the terms of the Policy.

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

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

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

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

**Richard G. Costello, Secretary**

**John C. Walters, President**

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

## SCHEDULE OF INSURANCE

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

The Policyholder: COUNTY OF SANTA CRUZ  
The Policy Number: GL-677791  
Policy Effective Date: October 1, 2009  
Anniversary Date: January 1 of each year, beginning in 2011.

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

Eligible Class(es): All Active Employees working at least 20 hours per week, or a minimum of 15 hours a week if on temporary work furlough due to reduction in hours who is a citizen or resident of the United States.

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

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

If You are working for the Employer prior to the Policy Effective Date and are covered under the Prior Plan, You are eligible for coverage on the later of the Policy Effective Date or the date You enter an eligible class.

If You start working for the Employer after the Policy Effective Date, You are eligible for coverage on the first day of the pay period following employment.

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

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

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

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

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

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

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

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

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

Evidence of Good Health is required if:

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

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

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

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

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

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

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

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

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

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

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

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

**AMOUNT OF LIFE INSURANCE  
Employee Only**

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

**Supplemental Amount of Life Insurance:**

- a) a Guaranteed Issue Amount equal to an amount You elect in increments of \$25,000, subject to a maximum of \$125,000 without Evidence of Good Health; or
- b) a maximum amount equal to an amount You elect in increments of \$25,000, subject to a maximum of \$300,000 with Evidence of Good Health.

In no event however will Your Supplemental Amount of Life Insurance be less than \$25,000.

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

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

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

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

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

**REDUCED AMOUNTS OF INSURANCE**

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

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

Additionally, if:

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

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

**AMOUNT OF LIFE INSURANCE  
Dependent Only**

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

**Supplemental Dependent Spouse:**

An amount equal to \$20,000, not to exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the employee.

**Supplemental Dependent Children:**

less than 6 month(s) of age:	\$2,000
6 month(s) of age or older:	An amount You elect in increments of \$5,000, subject to a maximum of \$10,000.

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

**What reductions in Your Dependent spouse's coverage will occur due to Your age?**

Your spouse's Amount of Life Insurance will be reduced in the same manner as Your Amount of Life Insurance.

**ELIGIBILITY AND ENROLLMENT**

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

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



**How do You enroll?**

To enroll You must:

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

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

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

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

The Annual Enrollment Period is a period of time as determined by Your Employer.

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

A Change in Family Status means:

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

**When does coverage start?**

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

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

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

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

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

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

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

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

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

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

reduced by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**When are changes effective?**

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

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

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

## **BENEFITS**

### **Life Insurance Benefit**

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

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

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

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

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

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

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

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

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

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

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

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

## **Accelerated Death Benefit**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **TERMINATION Employee Coverage**

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

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

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

## **EXCEPTIONS TO TERMINATION**

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

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

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

If You are on a documented leave of absence, other than Family or Medical Leave, all of Your coverages (including Dependent Life coverage) may be continued for 12 consecutive month(s) following the month in which the leave of absence commenced.

If You are laid off due to lack of work, all of Your coverages (including Dependent Life coverage) may be continued for 60 consecutive day (s) following the month in which the layoff commenced.

If You are not Actively at Work as the result of a strike, lockout or other general work stoppage caused by a labor dispute, all of Your coverages may be continued for up to 6 months during such dispute. However, Your continued coverage will end as stated above or:

1. the date on which less than 75% of the employees whose coverage is continued in accordance with this provision participate by making timely payment to the Employer of the required contribution necessary for the continuation of their coverage;
2. the last day of the six month period following the date the labor dispute commenced; or
3. the date the labor dispute ceases; whichever occurs first.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If:

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

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

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

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

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

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

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

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

**How long will premiums be waived?**

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

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

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

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

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

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

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

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

**DEPENDENT COVERAGE**

**When does Dependent Coverage terminate?**

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

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

**EXCEPTIONS TO TERMINATION**

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

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

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

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

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

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

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

## **PORTABILITY**

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

You may elect portability if:

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

A Dependent may elect portability if:

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

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

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

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

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

No.

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

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

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

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

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

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



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

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

**What limitations apply to this benefit?**

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

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

**How much does Portability cost?**

See Your Employer for the cost.

## **CONVERSION PRIVILEGE**

**When can an individual convert?**

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

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

**What is the conversion policy?**

The conversion policy will:

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

**How much can be converted?**

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

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

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

**How does an individual convert coverage?**

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

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

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

## GENERAL PROVISIONS

### **When can this plan be contested?**

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

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

### **Who interprets policy terms and conditions?**

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

### **Are there any rights of assignment?**

You have the right to absolutely assign all of Your rights and interest under the Policy including, but not limited to, the following:

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

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

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

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

is received and acknowledged by Us at our home office.

We have no responsibility:

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

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

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

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

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

## DEFINITIONS

**Active Full-time or Part-time Employee** – An employee who works for the Employer on a regular basis in the usual course of the Employer's business. An employee must work at least the number of hours in the Employer's normal work week. This must be at least 20 hours for Full-time employees and at least 20 hours for Part-time employees. You will be considered actively at work with Your Employer on a day which is one of Your Employer's scheduled work days if You are performing, in the usual way, all of the regular duties of Your job on a Full-time basis with respect to Full-time employees, or on a Part-time basis with respect to Part-time employees, on that day. You will also be considered actively at work on a paid vacation day or a day which is not one of Your Employer's scheduled work days only if You were actively at work on the preceding scheduled work day.

**Dependent**

1. Your spouse; and
2. Your unmarried child who is:
  - a) at least 1 day old but under age 21; or
  - b) 21, through age 25, is primarily dependent upon You for financial support and attends an accredited school (other than a correspondence school) on a regular and Full-time student basis as his principal activity; or
  - c) 21 years old or older, and is disabled and primarily dependent upon You for financial support.

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

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

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

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

The term "child", shall also include Your:

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

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

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

**He/His** – He or she. His or her.

**Normal Retirement Age** – The Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth.

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

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

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

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
**ACCIDENT ONLY COVERAGE**  
**OUTLINE OF COVERAGE**

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

- (1) Accident Only Coverage. This category of coverage is designed to provide, to persons insured, benefits for certain losses resulting from a covered accident ONLY, subject to any limitations set forth in the policy. Benefits are not provided for basic hospital, basic medical-surgical, or major-medical expenses.
- (2) Benefits. The benefits provided by your coverage are indicated in the Schedule of Insurance in your Certificate. Benefit provisions are described in the Benefits section of your Certificate.
- (3) Exceptions, Reductions, and Limitations. No benefits are provided for any loss resulting from sickness. Other exceptions, reductions and limitations to your coverage are described in the Schedule of Insurance and in the Benefits section of your Certificate. In addition, exclusions and limitations, including any limitations for pre-existing conditions, are described in the Exclusions section of your Certificate.
- (4) Continuation of Coverage. Please see the provisions relating to eligibility for coverage in the Schedule of Insurance, and to continuation and termination of coverage in the Termination provision of the Benefits section of your Certificate.
- (5) Premiums/Contributions. The premium or contribution required for your coverage is shown in the Schedule of Insurance in your Certificate. Your premiums or contributions may increase or decrease as indicated in the Schedule of Insurance in your Certificate.

Accident Only OOC (CA)



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

**Policyholder:** County of Santa Cruz  
**Policy Number:** 57-ADD-S07285  
**Policy Effective Date:** October 1, 2009

We have issued a policy to the Policyholder. Our name, the Policyholder name and the Policy Number are shown above. The provisions of the policy which are important to you are summarized in this Certificate; consisting of this Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to you earlier for the policy. The policy alone is the only contract under which payment will be made. Any difference between the policy and this Certificate will be settled according to the provisions of the policy.

Richard G. Costello, *Secretary*

Thomas M. Marra, *President*

Form PA-5427 A2 (57--S07285)  
Printed in U.S.A.

## SCHEDULE

### Eligible Persons:

<u>Class</u>	<u>Description</u>
1	All Active Employees working at least 20 hours per week, or a minimum of 15 hours a week if on temporary work furlough due to reduction in hours who is a citizen or resident of the United States.

**Full-time and Part-time Employee** An employee who works for the Employer on a regular basis in the usual course of the Employer's business. An employee must work at least the number of hours in the Employer's normal work week. This must be at least 20 hours for Full-time employees and at least 20 hours for Part-time employees. You will be considered actively at work with Your Employer on a day which is one of Your Employer's scheduled work days if You are performing, in the usual way, all of the regular duties of Your job on a Full-time basis with respect to Full-time employees, or on a Part-time basis with respect to Part-time employees, on that day. You will also be considered actively at work on a paid vacation day or a day which is not one of Your Employer's scheduled work days only if You were actively at work on the preceding scheduled work day.

### 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: \$25,000  
Maximum Amount: \$300,000  
Increments of: \$25,000

The Principal Sum requested may not exceed 10 times the Insured Person's annual earnings or the Maximum Amount shown above.

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

**Eligible Dependents:** Eligible Person's Spouse

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

### Principal Sum For Each Insured Person's Eligible Spouse:

The Principal Sum applicable to an Insured Person's Spouse who is covered under the policy is the amount for which:

- a) the Insured Person is eligible to request, as determined below;
- b) the Insured Person has given us a Written Request; and
- c) the required premium is paid.

Spouse Principal Sum  
\$20,000

The Principal Sum requested for the Spouse cannot exceed the lesser of the Spouse's Principal Sum

Maximum or 50% of the amount applicable to the Insured Person.

**Accidental Death and Dismemberment Reduction on and after Age 70:** On the Premium Due Date on or next following the Insured Person's attainment of ages 70 and 75, his or her amount of Principal Sum will reduce. The Amount of AD&D Insurance in force immediately prior to the first reduction made according to the table below will be reduced by the percentage indicated in the following table.

Additionally, if:

1. the Insured Person becomes insured under the Policy; or
2. his or her coverage increases,

on or after the date he or she attains age 70, we reduce the amount of coverage for which he or she would otherwise be eligible in the same manner.

<b>Insured Person's Age</b>	<b>Percentage by which original amount of coverage will be reduced</b>
Age 70 – 74	35%
Age 75 or over	50%

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

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

**Seat Belt and Air Bag Coverage**

Seat Belt Benefit Amount: 10%  
Maximum Amount: \$10,000  
Air Bag Benefit Amount: 5%  
Maximum Amount: \$5,000

**Child Education Benefit**

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

**Spouse Education Benefit**

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

**Felonious Assault Benefit**

Percentage of Principal Sum: 50%  
Maximum Amount: \$25,000

**Repatriation Benefit**

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

**Day Care Benefit**

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

**DEFINITIONS**

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

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

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

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

- a) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
  - b) medical or surgical treatment of a sickness or disease;
- is not considered as resulting from Injury.

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

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

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

**Airworthiness Certificate** means:

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

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

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

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

### **INSURED PERSONS PERIOD OF COVERAGE**

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

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

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

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

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

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

### **DEPENDENTS PERIOD OF COVERAGE**

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

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

**Eligible Dependents:**

1. **Spouse** means your spouse unless:
  - a) you and your spouse are legally separated or divorced; or



- b) your spouse has attained the Policy Age Limit, if any, shown in the Schedule.

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

2. **Child or Children** means your unmarried child, stepchild, legally adopted child, or foster child:
- a) who is less than age 21 and primarily dependent on you for support and maintenance; or
  - b) who is at least age 21 but less than age 25 who:
    - 1) regularly attends an institution of learning; and
    - 2) is primarily dependent on you for support and maintenance.

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

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

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

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

**Incapacitated Child:** Coverage of a child who, on the date he or she reaches age 19 or 25, is:

- a) covered under the policy;
  - b) mentally or physically incapable of earning his or her own living; and
  - c) unmarried and primarily dependent on you for support and maintenance;
- will not terminate solely due to age.

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

Coverage will continue as long as:

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

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

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

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

## EXCLUSIONS

The policy does not cover any loss resulting from:

1. intentionally self-inflicted Injury, suicide or attempted suicide, whether sane or insane;
2. war or act of war, whether declared or undeclared;
3. Injury sustained while full-time in the armed forces of any country or international authority;
4. Injury sustained while riding On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
5. Injury sustained while riding On any aircraft:
  - a) as a pilot, crewmember or student pilot;
  - b) as a flight instructor or examiner; or
  - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any employer or organization whose eligible persons are covered under the policy;

6. Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
7. Injury sustained while committing or attempting to commit a felony;
8. Injury sustained as a result of being legally intoxicated from the use of alcohol.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

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

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

**Loss** means with regard to:

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

**EXPOSURE**

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

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

**DISAPPEARANCE**

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

- a) his or her body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- b) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and

- c) the policy would have covered Injury resulting from the accident.

### **SEAT BELT AND AIR BAG COVERAGE**

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

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

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

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

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

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

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

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

**Seat Belt** means:

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

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

**Exclusions:** This Seat Belt Coverage does not cover any loss if the Covered Person:

- a) is under the influence of any intoxicant, excitant, hallucinogen, or any narcotic or other drug, or similar substance as verified in the police accident report (unless administered under the advice of a physician); and
- b) is operating the Automobile.

### **EDUCATION BENEFIT**

If a Principal Sum is payable under the Accidental Death and Dismemberment Benefit because of your death, we will pay an Education Benefit to each Student as provided below.

A Student is your eligible child for whom we receive proof that he or she:

- a) became a full-time post-high school student in a school for higher learning on the date of your death; or
- b) became a full-time post-high school student in a school for higher learning within 365 days after your death and was a student in the 12th grade on the date of your death.

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

- a) our payment of the fourth Education Benefit to or on behalf of that person; or

- b) the end of the 12th consecutive month during which we have not received proof that he or she is a Student.

The Education Benefit is an amount equal to the lesser of:

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

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

The Education Benefit is payable to each person:

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

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

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

If:

- a) a Principal Sum is payable because of your death; and
- b) no person qualifies as a Student;

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

**Child** means your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is

- a) less than age 19 and primarily dependent on you for support and maintenance; or
- b) at least age 19 but less than age 23 who:
  - 1) regularly attends an institution of learning; and
  - 2) is primarily dependent on you for support and maintenance.

Your amount of the Principal Sum is determined in the Enrollment Form on file with the Policyholder. The Maximum Amount, Percentage of Principal Sum and Minimum Amount are shown in the Schedule.

### **SPOUSE EDUCATION BENEFIT**

If your Injury results in loss of life and:

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

we will pay an Education Benefit to your Surviving Covered Spouse as provided below.

Your Surviving Covered Spouse, to qualify for the Education Benefit, must enroll in an Occupational Training program:

- a) for the purpose of obtaining an independent source of income;
- b) within one (1) year of the date of your death.

The Education Benefit is an amount equal to the lesser of:

- a) the Expense Incurred for Occupational Training;
- b) a Percentage of your Principal Sum; or
- c) the Maximum Amount.

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

We will pay the Education Benefit due immediately after we receive proof that your Spouse has enrolled in an Occupational Training program.

**Occupational Training** means any:

- a) education;
- b) professional; or
- c) trade training;

program which prepares your Spouse for an occupation for which he or she otherwise would not have been qualified.

**Expense Incurred** means:

- a) the actual tuition charged, exclusive of room and board; and
  - b) the actual cost of the materials needed;
- for the Occupational Training program.

If a Principal Sum is payable because of your death and there is no Surviving Covered Spouse, we will pay the Minimum Amount in accordance with the **Payment of Claims** provision.

Your amount of the Principal Sum is determined in the Enrollment Form on file with the Policyholder.

The Maximum Amount, Minimum Amount, and Percentage of Principal Sum are shown in the Schedule.

### **FELONIOUS ASSAULT (Insured Person Only)**

If your Injury:

- a) results in any loss payable under the policy within 365 days after the date of accident; and
  - b) is a result of a Felonious Assault;
- then we will pay an additional benefit equal to the lesser of:
- a) a Percentage of your Principal Sum; or
  - b) the Maximum Amount;
- as a Felonious Assault Benefit.

Your amount of Principal Sum is determined in the Enrollment Form on file with the Policyholder. The Percentage of Principal Sum and Maximum Amount are shown in the Schedule.

**Felonious Assault** means a violent or criminal act directed at you during the course of:

- a) a robbery, hold-up, or kidnapping involving Policyholder funds; or
  - b) an attempt at any of the above;
- which occurs while you are on the Premises or on the Business of the Policyholder.

**Premises** means real estate owned, leased, controlled, or under the management of the Policyholder for the purpose of conducting the business of the Policyholder.

**Business** means any trip at the direction of the Policyholder for the purpose of furthering the business of the Policyholder.

### **REPATRIATION BENEFIT**

If a Covered Person's Injury results in loss of life payable under the policy within 365 days after the date of accident, we will pay the lesser of:

- a) the expense incurred for:
  - 1) preparation of the deceased's body for burial or cremation; and
  - 2) transportation of the deceased's body to the place of burial or cremation;
- b) a Percentage of the Covered Person's Principal Sum; or
- c) the Maximum Amount; provided that the Covered Person's death occurred outside the territorial limits of the state or country of your place of permanent residence.

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

### **DAY CARE BENEFIT**

We will pay a Day Care Benefit for each Child if:

- a) a Principal Sum is payable under the Accidental Death and Dismemberment Benefit because of your or your Covered Spouse's death; and
- b) proof of enrollment in a Day Care Program is provided as described below.

Payment will be made to the person who has legal physical custody of the Child(ren) and who has primary responsibility for the Child(ren)'s Expenses. Payment will be made in accordance with the Claims provision of the Policy.

Proof of enrollment for each child in a Day Care Program may be in the form of, but will not be limited to, the following:

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

Proof of enrollment must be sent to us prior to the last day of the 12th month on or next following the date of your or your Covered Spouse's death.

One Day Care Benefit payment will be made each year, for a maximum of 4 Day Care Benefit payments, for each Child.

The Day Care Benefit is the lesser amount of:

- a) the Maximum Amount; or
- b) an amount determined by applying the Day Care Percent to the amount of the deceased person's Principal Sum.

We will pay the Minimum Amount stated in the Schedule in accordance with the Claims Provision for payment of benefits for loss of life if:

- a) a Principal Sum is payable because of your or your Covered Spouse's death; and
- b) no person qualifies as an Eligible Child for a Day Care Benefit.

**Child** means your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 7, and primarily dependent on you for support and maintenance.

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

- a) is operated in a private home, school or other facility; and
- b) provides, and makes a charge for, the care of children; and
- c) is licensed as a Day Care center or is operated by a licensed Day Care provider, if such licensing is required by the state of jurisdiction in which it is located; or
- d) if licensing is not required, provides child care on a daily basis for 12 months a year.

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

## CLAIMS

**Notice of Claim:** The person who has the right to claim benefits (the claimant or beneficiary) must give us written notice of a claim within 20 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice should include your name and the policy number. Send it to our office in Hartford, Connecticut, or give it to our agent.

**Claim Forms:** When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim.

If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

**Proof of Loss:** Proof of loss must be sent to us in writing within 90 days after:

- a) the end of a period of our liability for periodic payment claims; or
- b) the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Claim Payment:** We will pay any daily, weekly or monthly benefit due:

- a) on a monthly basis, after we receive the proof of loss, while the loss and our liability continue; or
- b) immediately after we receive the proof of loss following the end of our liability.

We will pay any other benefit due immediately after we receive the proof of loss.

**Payment of Claims:** We will pay any benefit due for loss of your life:

- a) according to the beneficiary designation in effect under the policy at the time of your death; or
- b) if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at time of death; otherwise
- c) to the survivors, in equal shares, in the first of the following classes to have a survivor at your death:
  - 1) spouse,
  - 2) children,
  - 3) parents,
  - 4) brothers and sisters.

If there is no survivor in these classes, payment will be made to your estate.

All other benefits due and not assigned will be paid to you, if living. Otherwise, the benefits will be paid according to the preceding paragraph.

If a benefit due is payable to:

- a) your estate; or
  - b) you or any person who is either a minor or not competent to give a valid release for the payment;
- we may pay up to \$1,000 of the benefit due to some other person.

The other person will be someone related to the minor or incompetent person by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

**Appealing Denial of Claims:** If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to you. The written decision will:

- a) give the specific reason or reasons for denial;
- b) make specific reference to the policy provision on which the denial is based;
- c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
- d) provide an explanation of the review procedure.

On any denied claim, you or your representative may appeal to us for a full and fair review. The claimant may:

- a) request a review upon written application within 60 days of the receipt of claim denial;
- b) review pertinent documents;
- c) submit issues and comments in writing.

We will make a decision no more than 60 days after the receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after we receive the request for review. The written decision will include specific reasons on which the decision is based.

**Physical Examinations and Autopsy:** While a claim is pending we have the right at our expense:

- a) to have the person who has a loss examined by a physician when and as often as we feel is necessary; and
- b) to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions:** You cannot take legal action against us:

- a) before 60 days following the date proof of loss is sent to us;
- b) after 3 years following the date proof of loss is due.

**Naming a Beneficiary:** You may name a beneficiary or change a revocably named beneficiary by giving your Written Request to the Policyholder. Your request takes effect on the date you execute it, regardless of whether you are living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment we made in good faith before the Policyholder received your request.

**Assignment:** We will recognize any assignment you make under the policy, provided:

- a) it is duly executed; and
- b) a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.



**The Plan Described in this Booklet**

**is Insured by the**

**Hartford Life and Accident Insurance Company**  
Hartford, Connecticut

**Member of The Hartford Insurance Group**