# YOUR BENEFIT PLAN

STATE OF ARIZONA

Benefit Options

Choice. Value. Health.

**Basic Term Life, Supplemental Dependent Life, Supplemental Term Life**

# Notice to State of Arizona Employees

**Dependent Eligibility—Up to 26**
In accordance with federal healthcare reform, effective 10/02/2010, Benefit Options is extending eligibility to dependents up to age 26. Restrictions based on residence, marital status, student status, disability, and previous enrollment have been removed. This dependent eligibility is subject to change pursuant to this plan and depending on any changes with applicable federal law.

*Dependent Child(ren)* shall mean a person(s) who falls within one or more of the following categories:

1. A natural child, adopted child, or stepchild of the member or member's qualified same-sex domestic partner from live birth and who is younger than age 26;
2. A child who is younger than age 26 for whom the member has court-ordered guardianship;
3. A foster child of the member who is younger than age 26;
4. A child who is younger than age 26 and placed in the member's home by court order pending adoption; or
5. A natural child, adopted child, or stepchild of the member or member's qualified same-sex domestic partner and who was disabled prior to age 19 and continues to be disabled under 42 U.S.C. 1382c and for whom the member or member's qualified same-sex domestic partner had custody prior to age 19.

**Domestic Partners**
Pursuant to a change in Arizona law, A.R.S § 38-651(O), domestic partners are not eligible dependents under the State of Arizona's benefit plan. As a result, this Arizona law precludes previously qualified same-sex and opposite-sex domestic partners from receiving benefits that were created by administrative rulemaking in Arizona Administrative Code § R2-5-101(22). Accordingly, the State of Arizona will not be offering benefits to opposite-sex domestic partners. The State of Arizona intended that this law apply equally to same-sex domestic partners, but a United States Federal District Court judge, in *Collins v. Brewer, et al.* (2:09-cv-02402 JWS), recently entered a preliminary injunction preventing, at this time, the State of Arizona from implementing A.R.S § 38-651(O) as applied to qualified same-sex domestic partners. The State of Arizona has appealed the preliminary injunction order and will defend its position regarding its right to fully implement A.R.S § 38-651(O) and discontinue offering benefits to all domestic partners.

**Important Disclosure and Disclaimer to Qualified Same-Sex Domestic partners:**
As a result of the U.S. District Court preliminary injunction described above, the State of Arizona is compelled at this time to continue offering benefits to qualified same-sex domestic partners. Qualified same-sex domestic partners are herein ADVISED and CAUTIONED that the preliminary injunction possibly could be lifted after open enrollment or during the 2011 Plan Year. If that were to occur, the State of Arizona would no longer be compelled by the U.S. District Court injunction and the State of Arizona reserves the right to immediately discontinue offering benefits to same-sex domestic partners during the 2011 Plan Year and thereafter. This also would include dependent children of the non-employee qualified same-sex domestic partner unless those individual(s) were an actual dependent of the State employee as defined under the State's benefit plan. **Qualified same-sex domestic partners and their dependents should not have an expectation that coverage will continue or an expectation that the benefits have vested for an entire plan year because the preliminary injunction may be lifted in the future**.

**At this time, in order to be in compliance with the U.S. District Court injunction, to be a qualified same-sex Domestic Partner** means an individual who is of the same-sex to an employee or officer who must verify with credible evidence as required by the State the following:

1) shares a permanent residence with the employee or officer;
2) has resided with the employee or officer continuously for the last 12 consecutive months and expects to continue to reside with the employee or officer indefinitely as evidenced by an affidavit filed at the time of enrollment;
3) has not signed a declaration or affidavit of same-sex domestic partnership with another individual within the last 12 months;
4) has not had another same-sex domestic partner within the last 12 months;
5) does not currently have another same-sex domestic partner;
6) is not currently married to or legally separated from anyone;
7) is not related by blood to the employee or officer to a degree that would prohibit marriage in Arizona;
8) was mentally competent to consent when the same-sex domestic partnership was established;
9) is not acting under fraud or duress with regard to the insurance plans made available by the Department;
10) is at least 18 years old; and
11) is financially interdependent with the employee or officer in at least three of the following ways:
    a. holds a joint mortgage, joint property tax identification, or joint tenancy on a residential lease;
    b. holds one or more credit or bank accounts jointly;
    c. owns significant property, such as a vehicle or real estate, jointly;

d. has one or more joint liabilities;
e. is named by or has named the employee or officer as beneficiary of life insurance or under a will or retirement annuity;
f. has a written durable power of attorney in which each assumes financial responsibility for the other; or
g. other evidence of financial interdependence that is approved by the Policyholder and Us.

## Questions about Your Coverage

**In the event You have questions regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:**
The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999

**Or call Us at:** 1-800-523-2233
When calling, please give Us the following information:
1) the policy number; and
2) the name of the policyholder (employer or organization), as shown in Your Certificate of Insurance.

**Or You may contact Our Sales Office:**
Hartford Life and Accident Insurance Company
Group Sales Department
10010 N 25th Avenue
Phoenix, AZ 85021
TOLL FREE: 888-483-0723
FAX: 602-652-9559

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

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

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

**For residents of:**

| | |
|---|---|
| **Florida** | The benefits of the policy providing you coverage are governed primarily by the law of a state other than Florida. |
| **Maryland** | The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all the benefits required by Maryland law. |
| **Montana** | The benefits of the policy providing your coverage are governed primarily by the law of a state other than Montana. |

## Georgia

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

## North Carolina

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

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

## IMPORTANT TERMINATION INFORMATION

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

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

## Texas

**IMPORTANT NOTICE**

To obtain information or make a complaint:

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

1-800-523-2233

You may also write to The Hartford at:
P.O. Box 2999
Hartford, CT 06104-2999

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

1-800-252-3439

You may write the Texas Department of Insurance at:

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

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

1-800-523-2233

Usted tambien puede escribir a The Hartford:
P.O. Box 2999
Hartford, CT 06104-2999

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

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

**Policyholder: STATE OF ARIZONA**
**Policy Number: GL-395211**
**Policy Effective Date: October 1, 2009**
**Policy Anniversary Date: January 1, 2012**

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

**Richard G. Costello,** ***Secretary*** **John C. Walters,** ***President***

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*A note on capitalization in this Certificate:*
Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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# SCHEDULE OF INSURANCE

**The benefits described herein are those in effect as of: January 1, 2011**

**Cost of Coverage:**
**Non-Contributory Coverage:** Basic Life Insurance (Class 1 only)

**Contributory Coverage:** Basic Life Insurance (Class 2 only)
Supplemental Life Insurance
Supplemental Dependent Life Insurance

**Eligible Class(es) For Coverage:** All Full-time Active Employees, elected officials and former elected officials as determined by the Arizona Department of Administration and reported to Us.

Class 1: Full-time Active Employees and elected officials, excluding former elected officials
Class 2: Former elected officials with 5 years of credited service

Full-time Employment: at least 20 hours weekly

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

**Eligibility Waiting Period for Coverage**:
None

## Life Insurance Benefit

**Amount of Life Insurance**

Basic Amount of Life Insurance

**Maximum Amount**
Class 1: $15,000
Class 2: Option 1: $5,000
Option 2: $10,000
Option 3: $12,000
Option 4: $15,000

Non-Smoker Benefit

**Maximum Amount**
$1,000

Supplemental Amount of Life Insurance

**Maximum Amount**
The amount You elect in increments of $5,000, subject to the lesser of $300,000 or 3 times Your annual Earnings.

## Dependent Life Insurance Benefit

Supplemental Amount of Dependent Life Insurance

| | **Maximum Amount** |
|---|---|
| Spouse & Dependent Children: | Option 1: $2,000 for each |
| | Option 2: $4,000 for each |
| | Option 3: $6,000 for each |
| | Option 4: $12,000 for each |
| | Option 5: $15,000 for each |
| | Option 6: $50,000 for each |

The amount of Spouse Supplemental coverage may never exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the Employee.

**Reduction in Amount of Life Insurance**

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

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

## ELIGIBILITY AND ENROLLMENT

**Eligible Persons:** *Who is eligible for coverage?*
All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

**Eligibility for Coverage:** *When will I become eligible?*
You will become eligible for coverage on the latest of:

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

**Eligibility for Dependent Coverage:** *When will I become eligible for Dependent Coverage?*
You will become eligible for Dependent coverage on the later of:

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

No person may be covered:

1) as a Dependent and an Employee; or
2) as a Dependent of more than one Employee;

under The Policy.

**Enrollment:** *How do I enroll for coverage?*
For Non-Contributory Coverage, Your Employer will automatically enroll You for coverage. However, You will be required to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

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

You have the option to enroll electronically. Your Employer will provide instructions.

If You do not enroll for Your coverage and/or Your Dependent's 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 and/or Your Dependent's 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.

Evidence of insurability is not required on Contributory Coverage. During an Annual Enrollment Period You may increase Your coverage in increments of $5,000 up to $20,000. You may increase Dependent coverage during an Annual Enrollment Period to any option without evidence of insurability.

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

1) Change in marital status caused by marriage, divorce, legal separation, annulment, or death of spouse;
2) Change in domestic partnership status caused by creation or termination of a domestic partnership or death of a domestic partner;
3) Change in dependent status caused by birth, adoption, placement for adoption, court-ordered guardianship, death, or dependent eligibility due to age, marriage, or student status;

4) Change in employment status or work schedule that affects Your eligibility to participate in the insurance plans made available by the Policyholder; and
5) Change in residence that affects available insurance plan options.

## 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 first day of the pay period following 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 first day of the pay period following the date You enroll, if You do so within 31 days from the date You are eligible.

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

**Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*
If, on the date You are to become covered:
1) under The Policy;
2) for increased benefits; or
3) for a new benefit;

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

**Continuity from a Prior Policy:** *Is there Continuity of Coverage from a Prior Policy?*
Your initial coverage under The Policy will begin, and will not be deferred if on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date, You were not Actively at Work, and would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the lesser of the amount of life insurance:
1) You had under the Prior Policy; or
2) shown in the Schedule of Insurance;

reduced by any coverage amount:
1) that is in force, paid or payable under the Prior Policy; or
2) that would have been so payable under the Prior Policy had timely election been made.

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

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

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

**Dependent Effective Date:** *When does Dependent coverage start?*
Coverage will start on the later to occur of:
1) the first day of the pay period following the date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
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 first day of the pay period following the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

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

**Dependent Deferred Effective Date:** *When will the effective date for Dependent coverage or a change in coverage be deferred?*
If, on the date Your Dependent, other than a newborn, is to become covered:
1) under The Policy;
2) for increased benefits; or
3) for a new benefit;

he or she is:
1) confined in a hospital; or
2) Confined Elsewhere;

such coverage will not start until he or she:
1) is discharged from the hospital; or
2) is no longer Confined Elsewhere;

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

This Deferred Effective Date provision will not apply to disabled children who qualify under the definition of Dependent Children.

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

**Dependent Continuity from a Prior Policy:** *Is there Continuity of Coverage from a Prior Policy for my Dependents?*
If on the day before the Policy Effective Date, You were covered with respect to Your Dependents under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependents. However, the Dependent Amount of Insurance will be the lesser of the Amount of Life Insurance:
1) they had under the Prior Policy; or
2) shown in the Schedule of Insurance;

reduced by any coverage amount:
1) that is in force, paid or payable under the Prior Policy; or
2) that would have been so payable under the Prior Policy had timely election been made.

**Change in Coverage:** *When may I change my coverage or coverage for my Dependents?*
After Your initial enrollment You may increase or decrease coverage for You or Your Dependents, or add a new Dependent to Your existing Dependent coverage:
1) during any Annual Enrollment Period designated by the Policyholder; or
2) within 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 latest of:
1) the date of the change;
2) the date requirements of the Deferred Effective Date provision are met; or
3) the Policy Anniversary Date next following the last day of the Annual Enrollment Period, except for an increase as a result of a Change in Family Status.

**Termination:** *When will my coverage end?*
Your coverage will end on the earliest of the following:
1) the date The Policy terminates;
2) the last day of the period for which an insurance premium was paid if You are no longer in a class eligible for coverage, or the class is cancelled;
3) the date the premium payment is due but not paid;
4) the date Your Employer terminates Your employment; or
5) the date You are no longer Actively at Work;

unless continued in accordance with any of the Continuation Provisions.

**Dependent Termination:** *When does coverage for my Dependent end?*
Coverage for Your Dependent will end on the earliest to occur of:
1) the date Your coverage ends;
2) the date the required premium is due but not paid;

3) the date You are no longer eligible for Dependent coverage;
4) the date We or the Employer terminate Dependent coverage; or
5) the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the continuation provisions.

**Continuation Provisions:** *Can my coverage and coverage for my Dependents be continued beyond the date it would otherwise terminate?*
Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision.

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

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

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

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

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Life coverage) may be continued for a period of time as determined by Your Employer. 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 (including Dependent Life coverage) may be continued for a period of time as determined by Your Employer. If the leave ends prior to the agreed upon date, 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 Employer or the Arizona State Retirement System Long Term Disability Plan, Your coverage (including Dependent Life 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.

With respect to Basic Life Insurance:
Sickness or Injury: If You are not Actively at Work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued for a period of time as determined by Your Employer.

With respect to Supplemental Life Insurance:
Sickness or Injury: If You are not Actively at Work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued:

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

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

**Continuation for Dependent Child(ren) with Disabilities:** *Will coverage for Dependent Children with disabilities be continued?*
If Your Dependent Child(ren) reach the age at which they would otherwise cease to be a Dependent as defined, and they are:

1) age 26 or older; and
2) disabled; and
3) primarily dependent upon You for financial support;

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

1) You must submit proof satisfactory to Us of such Dependent Child(ren)'s disability within 31 days of the date he or she reaches such age; and
2) such Dependent Child(ren) must have become disabled before attaining age 26.

Coverage under The Policy will continue as long as:

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

However, no increase in the Amount of Life Insurance for such Dependent Children will be available.

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

**Waiver of Premium:** *Does coverage continue if I am Disabled?*
Waiver of Premium is a provision which allows You to continue Your and Your Dependent's Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

1) will be the amount in force on the date You cease to be an Active Employee;
2) will be subject to any reductions provided by The Policy; and
3) will not increase.

**Eligible Coverages:** *What coverages are eligible under this provision?*
This provision applies only to:

1) Your Basic Life Insurance;
2) Your Supplemental Life Insurance; and
3) Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount.

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

a) education;
b) training; or
c) experience.

In addition, You will be considered Disabled if:

1) You meet the definition of disabled under the:
   a) Group Long Term Disability Insurance Policy, issued by Us to Your Employer; or
   b) Arizona State Retirement System; or
2) You have been diagnosed with a life expectancy of 12 months or less.

**Conditions for Qualification:** *What conditions must I satisfy before I qualify for this provision?*
To qualify for Waiver of Premium You must:

1) be covered under The Policy and be under age 65 when You become Disabled;
2) be Disabled and provide Proof of Loss that You have been Disabled for 6 consecutive month(s), starting on the date You were last Actively at Work; and
3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

**When Premiums are Waived:** *When will premiums be waived?*
If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 6 month(s) You are Disabled. We have the right to:

1) require Proof of Loss that You are Disabled; and
2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Your application for Waiver of Premium, You may be eligible to:

1) continue coverage under the Portability Benefit; or
2) convert coverage in accordance with the Conversion Right;

for You and Your Dependents.

If You cease to be Disabled and return to work for a total of 5 days or less during the first 6 month(s) that You are Disabled, the 6 month(s) waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 6 month(s) period. If You return to work for more than 5 days, You must satisfy a new waiting period.

**Benefit Payable before Approval of Waiver of Premium:** *What if I die or my Dependent dies before I qualify for Waiver of Premium?*
If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for the deceased person provided:

1) You were continuously Disabled;
2) the Disability lasted or would have lasted 6 month(s) or more; and
3) premiums had been paid for coverage.

**Waiver Ceases:** *When will Waiver of Premium cease?*
We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 70 if Disabled prior to age 65.

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

1) You die;
2) You no longer qualify for Waiver of Premium;
3) The Policy terminates;
4) Your Dependents are no longer in an Eligible Class, or Dependent coverage is no longer offered; or
5) Your Dependent no longer meets the definition of Dependent.

*What happens when Waiver of Premium ceases?*
When the Waiver of Premium ceases:

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

**Effect of Policy Termination:** *What happens to the Waiver of Premium if The Policy terminates?*
If The Policy terminates before You qualify for Waiver of Premium:

1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium:

1) Your Dependent coverage will terminate; and
2) Your coverage under the terms of this provision will not be affected.

## BENEFITS

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

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

**Non-Smoker Benefit:** *When is the Non-Smoker Benefit payable?*

We will pay a Non-Smoker Benefit amount if You:

1) are insured for Supplemental Life; and
2) have not used tobacco or tobacco products during the six month period immediately preceding your death, as evidenced by Your medical or hospital records or by a death certificate.

The specific amount for this Benefit is shown in the Schedule of Insurance.

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

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

We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

**Accelerated Benefit:** *What is the benefit?*
In the event that You or Your Dependent are diagnosed as Terminally Ill while the Terminally Ill person is:

1) covered under The Policy for an Amount of Life Insurance of at least $10,000; and
2) under age 60;

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

You must request in writing that a portion of the Terminally Ill person's Amount of Life Insurance be paid as an Accelerated Benefit.

The Amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit.

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

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of $20,000 and are Terminally Ill, You can request any portion of the Amount of Life Insurance Benefits from $3,000 to $16,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only $3,000 now, You cannot request the additional $13,000 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

In the event:

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

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

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

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

**Proof of Terminal Illness and Examinations:** *Must proof of Terminal Illness be submitted?*
We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

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

**No Longer Terminally Ill:** *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*
If You or Your Dependents are diagnosed by a Physician as no longer Terminally Ill and:
1) return to an Eligible Class, coverage will remain in force, provided premium is paid;
2) do not return to an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

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

**Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*
If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependents may have the right to convert the coverage that terminated to an individual conversion policy. Conversion is not available for:
1) the Accidental Death and Dismemberment Benefits; or
2) any Amount of Life Insurance for which You or Your Dependents were not eligible and covered;

under The Policy.

If coverage under The Policy ends because:
1) The Policy is terminated; or
2) Coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for 5 years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:
1) $2,000; or
2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 30 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

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

**Conversion:** *How do I convert my coverage or coverage for my Dependents?*
To convert Your coverage or coverage for Your Dependents, You must:
1) complete a Notice of Conversion Right form; and
2) have your Employer sign the form.

The Insurer must receive this within:
1) 31 days after Life Insurance terminates; or
2) 15 days from the date Your Employer signs the form;

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

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:
1) complete and return the request form in the proposal; and
2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You or Your Dependents under the Conversion Right:
1) will be effective as of the 32nd day after the date coverage ends; and
2) will be in lieu of coverage for this amount under The Policy.

**Conversion Policy Provisions:** *What are the Conversion Policy provisions?*
The Conversion Policy will:
1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:
1) the same terms and conditions of coverage as The Policy;
2) any benefit other than the Life Insurance Benefit; and

3) term insurance.

However, Conversion is not available for any Amount of Life Insurance which was, or is being, continued:
1) in accordance with the Waiver of Premium provision;
2) under a certificate of insurance issued in accordance with the Portability provision; or
3) in accordance with the Continuation Provisions;

until such coverage ends.

**Death within the Conversion Period:** *What if I or my Dependents die before coverage is converted?*
We will pay the deceased person's Amount of Life Insurance You would have had the right to apply for under this provision if:
1) coverage under The Policy terminates;
2) You or Your Dependent die within 31 days of date coverage terminates; and
3) We receive Proof of Loss.

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

**Portability Benefits:** *What is Portability?*
Portability is a provision which allows You and Your Dependents to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events.

**Qualifying Events:** *What are Qualifying Events?*
Qualifying Events for You are:
1) Your employment terminates for any reason prior to Normal Retirement Age; or
2) Your membership in an Eligible Class under The Policy ends.

Qualifying Events for Your Dependents are:
1) Your employment terminates, for any reason prior to Normal Retirement Age; or
2) Your death;
3) Your membership in a class eligible for Dependent coverage ends;
4) He or she no longer meets the definition of Dependent. However a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

**Electing Portability:** *How do I elect Portability?*
You may elect Portability for Your coverage after Your coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

To elect Portability for You or Your Dependents, You must:
1) complete and have Your Employer sign a Portability application; and
2) submit the application to Us, with the required premium.

This must be received within:
1) 31 days after Life Insurance terminates; or
2) 15 days from the date Your Employer signs the application;

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

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:
1) issued on one of the forms then being issued by Us for Portability purposes; and
2) effective on the day following the date Your or Your Dependent's coverage ends.

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

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

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

1) $300,000 for You;
2) $50,000 for Your Spouse ; or
3) $10,000 for Your Dependent Child(ren).

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

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

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

**Effect of Portability on other Provisions:** *How does Portability affect other Provisions?*
Portability is not available for any Amount of Life Insurance which was, or is being, continued in accordance with the:

1) Conversion Right;
2) Waiver of Premium Provision; or
3) Continuation provisions;

under The Policy. However, If:

1) You elect to continue only a portion of terminated coverage under this Portability provision; or
2) the Amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

## GENERAL PROVISIONS

**Notice of Claim:** *When should I notify the Company of a claim?*
You, or the person who has the right to claim benefits, must give Us, written notice of a claim within 30 days after the date of death.

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

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

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

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

8) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
9) Any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

**Sending Proof of Loss:** *When must Proof of Loss be given?*
Written Proof of Loss should be sent 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 30 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.

**Claims to be Paid:** *To whom will benefits for my claim be paid?*
Life Insurance Benefits will be paid in accordance with the life insurance Beneficiary Designation.

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 Children; or
4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to $250 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:
1) $200 at Your death; and
2) monthly installments of not more than $200.

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

We will pay the Life Insurance Benefit at Your Dependents' death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

If benefits are payable and meet Our guidelines, then We may pay benefits into a draft book account (checking account) which will be owned by:
1) You, if living; or
2) Your beneficiary, in the event of Your death.

The account owner may elect a lump sum payment by writing a check for the full amount in the account. However, an account will not be established for a benefit payable to Your estate.

We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:
1) Your estate;
2) a person who is a minor; or
3) a person who is not legally competent,

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

**Beneficiary Designation:** *How do I designate or change my beneficiary?*
You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

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

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

**Claim Denial:** *What notification will my Beneficiary or I receive if a claim is denied?*
If a claim for benefits is wholly or partly denied, You or Your Beneficiary will be furnished with written notification of the decision. This written notification will:

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

**Claim Appeal:** *What recourse do my Beneficiary or I have if a claim is denied?*
On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

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

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

**Policy Interpretation:** *Who interprets the terms and conditions of The Policy?*
We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy.

**Incontestability:** *When can the Life Insurance Benefit of The Policy be contested?*
Except for non-payment of premiums, Your or Your Dependent's Life Insurance Benefit cannot be contested after two years from its effective date.

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

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

**Assignment:** *Are there any rights of assignment?*
You have the right to absolutely assign Your rights and interest under The Policy including, but not limited to the following:

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

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

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

We and the Policyholder assume no responsibility:

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

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

**Legal Actions:** *When can legal action be taken against Us?*
Legal action cannot be taken against Us:
1) sooner than 60 days after the date Proof of Loss is furnished; or
2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

**Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*
The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

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

**Misstatements:** *What happens if facts are misstated?*
If material facts about You or Your Dependents were not stated accurately:
1) the premium may be adjusted; and
2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

## DEFINITIONS

**Active Employee** means an individual who is hired by the state and regularly scheduled to work at least 20 hours per week for six months or longer. Employee does not include:
1) a patient or inmate employed at a state institution;
2) a non-state employee, officer, or enlisted personnel of the National Guard of Arizona;
3) an individual hired to fill an emergency, seasonal, or temporary position;
4) an individual who fills a position designed primarily to provide rehabilitation to the individual;
5) a student or work-study employee; or
6) an individual hired by a state university or college for whom the state university or college does not contribute to a state-sponsored retirement plan unless the individual is:
   a) a non-immigrant alien employee,
   b) participating in a medical residency or post-doctoral training program,
   c) on federal appointment with Cooperative Extension, or
   d) a retiree who has returned to work under A.R.S. § 38-766.01.

**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.

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

**Dependent** means Your Spouse, Domestic Partner, or Dependent Child(ren), who is lawfully present in the U.S.

**Dependent Child(ren)** shall mean a person(s) who falls within one or more of the following categories:
1) a natural child, adopted child, or stepchild of the member or member's qualified same-sex Domestic Partner from live birth and who is younger than age 26;
2) a child who is younger than age 26 for whom the member has court-ordered guardianship;
3) a foster child of the member who is younger than age 26;
4) a child who is younger than age 26 and placed in the member's home by court order pending adoption; or

5) a natural child, adopted child, or stepchild of the member or member's qualified same-sex Domestic Partner and who was disabled prior to age 19 and continues to be disabled under 42 U.S.C. 1382c and for whom the member or member's qualified same-sex Domestic Partner had custody prior to age 19.

**Domestic Partner** means an individual who is of the same-sex to an employee or officer who must verify with credible evidence as required by the State the following:

1) shares a permanent residence with the employee or officer;
2) has resided with the employee or officer continuously for the last 12 consecutive months and expects to continue to reside with the employee or officer indefinitely as evidenced by an affidavit filed at the time of enrollment;
3) has not signed a declaration or affidavit of same-sex domestic partnership with another individual within the last 12 months;
4) has not had another same-sex domestic partner within the last 12 months;
5) does not currently have another same-sex domestic partner;
6) is not currently married to or legally separated from anyone;
7) is not related by blood to the employee or officer to a degree that would prohibit marriage in Arizona;
8) was mentally competent to consent when the same-sex domestic partnership was established;
9) is not acting under fraud or duress with regard to the insurance plans made available by the department;
10) is at least 18 years old; and
11) is financially interdependent with the employee or officer in at least three of the following ways:
    a) holds a joint mortgage, joint property tax identification, or joint tenancy on a residential lease;
    b) holds one or more credit or bank accounts jointly;
    c) owns significant property, such as a vehicle or real estate, jointly;
    d) has one or more joint liabilities;
    e) is named by or has named the employee or officer as beneficiary of life insurance or under a will or retirement annuity;
    f) has a written durable power of attorney in which each assumes financial responsibility for the other; or
    g) other evidence of financial interdependence that is approved by the Policyholder and Us.

**Earnings** means the fixed compensation paid to an employee or officer. Earnings excludes: pay for overtime, shift differential, bonuses, special performance adjustment, special incentive program, or other allowance.

**Employer** means the Policyholder.

**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.

**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 life insurance Policy carried by Your Policyholder on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

**Public Safety Officer** means a covered employee whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression. Public Safety Officer includes police officers, firefighters, corrections officers, judicial officers, and officially recognized or designated volunteer firefighters, if they otherwise meet the definition of Public Safety Officer.

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

**Spouse** means Your husband or wife under Arizona law.

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

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

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

**AMENDATORY RIDER**

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

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

For California residents:

1) The following is added to the definition of **Spouse:**
   Spouse will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
2) The following is added to the definition of **Dependent Child(ren):**
   Dependent Child(ren) will also include child(ren) of Your California registered domestic partner.

For Colorado residents, the **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

For Connecticut residents:

1) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
2) The following is added to the definition of **Spouse:**
   Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

For Louisiana residents:

1) The definition of **Dependent Child(ren)** is replaced by the following:
   **Dependent Child(ren)** means:
   1) Your unmarried children, stepchildren, legally adopted children;
   2) 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);
   3) 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);
   4) Your unmarried grandchildren who are in Your legal custody and live with You; or
   5) any other children related to You by blood or marriage who live with You in a regular parent-child relationship;

   provided such children are primarily dependent upon You for financial support and maintenance and are:
   1) from live birth to age 21 years;
   2) age 21, but under age 24, and in full-time attendance at an accredited institution of learning. If a student is attending a Louisiana vocational, technical, vocational-technical, or trade school or institute on a full-time basis, as defined by the institution, then we will consider the student to have satisfied the requirements of full-time attendance for The Policy;
   3) Coverage will be continued for a child up to age 24 who is deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder; or
   4) age 21 or older and disabled. Such children must have become disabled before attaining age 21. You must submit proof, satisfactory to Us, of such children's disability.
2) The definition of **Dependent** is replaced by the following:
   **Dependent** means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories and protectorates. Any person who is in full-time military service cannot be a dependent, unless that person is subsequently called to military service and any required premium is paid.
3) Any and all references to Domestic Partners are hereby deleted.

4) The age limit stated in the **Continuation for Dependent Children with Disabilities** provision is increased to 21, if less than 21.
5) The following provision is added to the **Period of Coverage** provisions:
   **Reinstatement after 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/within 12 months of the date You return from active military service;

   then coverage for You and Your previously covered Dependent Spouse/Dependents may be reinstated, provided You request such reinstatement within 31 days of the date You return to work. The reinstated coverage will:
   1) be the same coverage amounts in force on the date coverage terminated; and
   2) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
   3) be subject to all the terms and provisions of The Policy.
6) The last paragraph of the **Claims to be Paid** provision is replaced by the following:
   In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to $500 to any person equitably entitled to payment because of expenses from Your funeral or other expenses incident to Your last illness or death. Payment to any person, as shown above, will release Us from liability for the amount paid.
7) The exclusion for the **Seatbelt and Air Bag** benefit is replace by the following:
   The Seat Belt and Air Bag Benefit will not be payable if the injured person is operating the Motor Vehicle at the time of Injury while:
   1) Intoxicated; or
   2) under the influence of narcotics, unless administered on the advice of a physician.
8) The drug exclusion in the Accidental Death and Dismemberment Exclusions is replaced by the following:
   Injury sustained while under the influence of narcotics, unless administered on the advice of a Physician;

For Maryland residents:
1) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
2) The following is added to the definition of **Spouse:**
   Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

For Minnesota residents:
1) The term "granted military leave of absence" in the Military Leave of Absence portion of the **Continuation Provisions** section, is amended to "documented military leave of absence."
2) The following applies to You if there are more than 25 residents of Minnesota who are covered under The Policy and those 25 residents constitute 25% or more of the total number of people covered under The Policy: The provision titled **"Lay Off"** is deleted from the Continuation Provisions and is replaced by the following:
   **Lay Off:** If You are voluntarily or involuntarily terminated or Laid Off, You may elect to continue Your coverage by making monthly premium payments to the Employer for the cost of continued coverage. You must elect this continued coverage within 60 days from:
   1) the date Your coverage would otherwise terminate; or
   2) the date You receive a written notice of Your right to continue coverage;

   whichever is later. The amount of premium charged may not exceed 102% of the premium paid, either by You or the Employer, for life insurance coverage for an Active Employee. The Employer will inform You of:
   1) Your right to continue coverage;
   2) the amount of monthly premium; and
   3) how, where and by when payment must be made.

   Upon request, the Employer will provide You Our written verification of the cost of coverage. Coverage will continue until the first to occur of:
   1) the date You are covered under another group policy; or
   2) the last day of the 18th month following the date of termination or layoff.

   At the end of such 18 month period, You may exercise the Conversion Right if You do so within the time limits described in such provision. However, in lieu of conversion coverage You may accept a policy providing reduced benefits at a reduced premium rate. Minnesota law requires that if Your coverage ends because the Employer fails:
   1) to notify You of Your right to continue coverage; or
   2) to pay the premium after timely receipt;

the Employer will be liable for benefit payments to the extent We would have been liable had You still been covered. Laid Off means that there is a reduction in the number of hours You work for the Employer so that You are no longer eligible for coverage. The term termination does not include discharge for gross misconduct but does include retirement.

3) the 7th paragraph of the **Accelerated Benefit** provision is deleted.
4) the 2nd, 3rd and 4th paragraphs of the **Conversion Right** provision are deleted.
5) The first sentence of the 5th paragraph of the **Claims to be Paid** provision is amended as follows:
   If benefits are payable and are greater than $15,000, then You or Your beneficiary may request that We pay benefits into a draft book account (checking account) which will be owned by:
   1) You, if living; or
   2) Your beneficiary, in the event of Your death.

For Missouri residents:

1) The time periods stated in the **Conditions for Qualification** and the **Benefit Payable before Approval of Waiver of Premium** provisions are changed to 180 days, if greater than180 days.
2) The following language is added to the **When Premiums are Waived** provision:
   If Waiver of Premium is approved, it will be retroactive to the date the disability began. Premiums will be waived retrospectively once You have completed the 180 day waiting period.
3) The **Suicide** provision is replaced by the following:
   **Suicide:** *What benefit is payable if death is a result of suicide?*
   If You or Your Dependent commit suicide, whether sane or insane, We will not pay any Supplemental Amount of Life Insurance or Supplemental Amount of Dependent Life Insurance for the deceased person which was elected within the 1 year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings. If You or Your Dependent die as a result of suicide, whether sane or insane, within 1 year of the Policy effective date, all premiums paid for coverage will be refunded.

   This 1 year period includes the time group life insurance coverage was in force under the Prior Policy.
4) Item 2 of the **Accidental Death and Dismemberment Exclusions** is replaced with the following:
   2) suicide or attempted suicide, whether sane or insane;

For Montana residents:

1) The time period stated in the **Conversion Right** provision is changed to 3 years, if greater than 3 years.
2) The dollar amount stated in the **Conversion Right** provision is changed to $10,000, if less than $10,000.
3) The 2nd paragraph of the **Conversion Policy Provisions** is deleted.
4) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to $500, if not $500.
5) The following provision is added to the **Claims to be Paid** provision.
   **Payable Interest:** *Is interest payable on death claims?*
   Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the claim is paid more than 30 days after the date due proof is received, the amount payable will include interest. Interest will be paid at the discount rate, on 90-day commercial paper, in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof is received.

For New Hampshire residents:

1) The **Waiver of Premium and Disability Extension** provision or the **Disability Extension** provision is deleted
2) The following is added to the end of the first paragraph of the **Conversion** provision:
   The Notice of Conversion Right form will be mailed to You within 15 days after the Policy ceases. If notice is given more than 15 days after the Policy ceases, the time You have to convert will be extended for 15 days from the date notice was given.
3) The last sentence of the second paragraph of the **Conversion** provision is replaced by the following:
   However, unless you did not have notice, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.
4) Item #3 in the second paragraph of the Sending Proof of Loss provision is deleted.
5) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to $250, if not $250.
6) The following is added to the Period of Coverage if Spouse Accidental Death and Dismemberment is included in the contract:
   **Spouse Continuation:** *Can coverage be continued for a divorced Spouse?*

If You are legally separated or divorced from Your Spouse, coverage for Your former Spouse may continue under The Policy until the earliest of:

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

For North Dakota residents, the **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

For Oregon residents:

1) The following is added to the definition of **Spouse:**
   Spouse will also include an individual who is in a registered domestic partnership with You in accordance with Oregon law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
2) The following is added to the definition of **Dependent Child(ren):**
   Dependent Child(ren) will also include child(ren) of Your Oregon registered domestic partner.

For South Carolina residents:

1) The following is added to the **Physical Examinations and Autopsy** provision: "Such autopsy must take place in the state of South Carolina."
2) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to $2,000, if not $2,000.

For South Dakota residents:

1) The **suicide, felony, speed or endurance contest** exclusions are replaced by the following:
   suicide, whether sane or insane, within two years of the individual's coverage under the policy;
   Injury caused directly or indirectly by riding or driving on land, air, or water if participating in a speed or endurance contest;
   Injury sustained while committing a felony.
2) The **self-inflicted Injury, drug, Intoxicated and Driving while Intoxicated** exclusions are deleted.
3) The definition of "**Intoxicated**" is deleted from the Exclusion section.
4) The exclusions set forth in the **Seat Belt and Air Bag** benefit are deleted.
5) The definition of **Felonious Assault** set forth in the Felonious Assault Benefit is replaced by the following:
   **Felonious Assault** means a violent or criminal act directed at You or Your Dependents during the course of a robbery, kidnapping or criminal assault, which constitutes a felony under the law.

For Utah residents:

1) The time period stated in the **Suicide** provision is changed to 2 years if not already 2 years.
2) Item 1 of the first paragraph in the **Conversion Policy Provisions** is replaced by the following:
   1) be issued on one of the Life Insurance policy forms the Insurer is customarily issuing at the age and for the amount applied for at the time of conversion except for term insurance; and
3) The following sentence is added to the **Effect of Waiver of Premium on Conversion** provision, if not already added:
   The Insurer will refund the premium paid for such Conversion Policy.
4) The time period stated in the **Claim Forms** provision is changed to 15 days if not already 15 days.
5) Item 3 of the second paragraph of the **Sending Proof of Loss** provision is deleted.
6) The time period stated in the **Claim Payment** provision is changed to 15 days if not already 15 days.
7) The provision titled **Policy Interpretation** is deleted in its entirety.
8) The words "In the absence of fraud" are deleted from the **Incontestability** provision.
9) The following provision is added to the Continuation provisions:
   **Disability:** If You are not Actively at Work due a Disability, all of Your coverage (including Dependent Life coverage) may be continued beyond a date shown in the Termination provision. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Coverage will continue until the earliest of:
   1) six months from the date of Disability;
   2) approval by Us of continuation of the coverage under any disability provision The Policy may contain;

3) the date premium payment is due but not paid;
4) The Policy terminates; or
5) if the Policyholder is a trust, Your Employer ceases to be a Participating Employer.

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

For Vermont residents:

The following Endorsement applies:

**Purpose:** This endorsement is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must have been established in the state of Vermont according to Vermont law.

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

1) Terms that mean or refer to a marital relationship or that may be construed to mean or refer to a marital relationship: such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a civil union.
2) Terms that mean or refer to a family relationship arising from a marriage such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include the family relationship created by a civil union.
3) 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.
4) "Dependent" means a spouse, a party to a civil union, and/or a child or children (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.
5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

**Cautionary Disclosure: THIS RIDER IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE "PURPOSE" PARAGRAPH OF THE RIDER. THE FEDERAL GOVERNMENT OR ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS RIDER. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMINE YOUR RIGHTS UNDER THIS CONTRACT.**

For Virginia residents, any and all references to Domestic Partners are hereby deleted.

For Washington residents:

1) The **Suicide** provision is deleted in its entirety.
2) The following is added to the **No Longer Terminally Ill** provision:

   **Dispute about Diagnosis**: If Your attending physician, and a physician appointed by Us, disagree on whether You are Terminally Ill, Our physician's opinion will not be binding upon You. The two parties shall attempt to resolve the matter promptly and amicably. In case the disagreement is not resolved, You have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either. Any such arbitration shall be conducted in accordance with the laws of the State of Washington. As part of the final decision, the arbitrator or mediator shall award the costs of the arbitrator to one party or the other, or may divide the costs equally or otherwise.
3) The **Labor Dispute** continuation provision is replaced with the following:

   Labor Dispute: If You are not Actively at Work as the result of a labor dispute, all of Your coverages (including Dependent Life coverage) may be continued during such dispute until the last day of the month in which the coverage terminated, but in no event for a period exceeding six months. If the labor dispute ends, this continuation will cease immediately.
4) The provision titled **Policy Interpretation** is deleted in its entirety.
5) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
6) The following is added to the definition of **Spouse:**

   Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The

Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

For Wisconsin residents:

1) The dollar amount stated in the **Conversion Right** provision is changed to $5,000, if not $5,000.
2) The dollar amounts stated in the second paragraph and the last paragraph of the **Claims to be Paid** provision are changed to $1,000, if not $1,000.

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

Signed for Hartford Life and Accident Insurance Company.

**Richard G. Costello,** ***Secretary*** **John C. Walters,** ***President***

## Questions about Your Coverage

**In the event You have questions regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:**
The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999

**Or call Us at:** 1-800-523-2233
When calling, please give Us the following information:
1) the policy number; and
2) the name of the policyholder (employer or organization), as shown in Your Certificate of Insurance.

**Or You may contact Our Sales Office:**
Hartford Life and Accident Insurance Company
Group Sales Department
10010 N 25th Avenue
Phoenix, AZ 85021
TOLL FREE: 888-483-0723
FAX: 602-652-9559

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

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

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

**For residents of:**

| | |
|---|---|
| **Florida** | The benefits of the policy providing you coverage are governed primarily by the law of a state other than Florida. |
| **Maryland** | The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all the benefits required by Maryland law. |
| **Massachusetts** | **As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org ).**<br><br>This plan is not intended to provide comprehensive health care coverage and **does not meet Minimum Creditable Coverage standards**, even if it does include services that are not available in the insured's other health plans.<br><br>**If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at www.mass.gov/doi.** |
| **Montana** | The benefits of the policy providing your coverage are governed primarily by the law of a state other than Montana. |

## Georgia

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

## North Carolina

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

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

## IMPORTANT TERMINATION INFORMATION

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

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

## Texas

**IMPORTANT NOTICE**

To obtain information or make a complaint:

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

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

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

1-800-523-2233

You may also write to The Hartford at:
P.O. Box 2999
Hartford, CT 06104-2999

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

1-800-252-3439

You may write the Texas Department of Insurance at:
P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

1-800-523-2233

Usted tambien puede escribir a The Hartford:
P.O. Box 2999
Hartford, CT 06104-2999

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

THE HARTFORD

# CERTIFICATE OF INSURANCE

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

**Policyholder: State of Arizona**
**Policy Number: ADD-S07258**
**Policy Effective Date: October 1, 2009**
**Policy Anniversary Date: January 1, 2012**

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

**Richard G. Costello, *Secretary*** **John C. Walters, *President***

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*A note on capitalization in this Certificate:*
Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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# SCHEDULE OF INSURANCE

**The benefits described herein are those in effect as of: January 1, 2011**

**Cost of Coverage:**
**Non-Contributory Coverage:** Basic Accidental Death and Dismemberment Insurance (Class 1 only)

**Contributory Coverage:** Basic Accidental Death and Dismemberment Insurance (Class 2 only)
Supplemental Accidental Death and Dismemberment Insurance
Supplemental Dependents' Accidental Death and Dismemberment Insurance

**Eligible Class(es) For Coverage:** All Full-time Active Employees, elected officials and former elected officials as determined by the Arizona Department of Administration and reported to Us.

Class 1: Full-time Active Employees and elected officials, excluding former elected officials
Class 2: Former elected officials with 5 years of credited service

Full-time Employees: at least 20 hours weekly.

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

**Eligibility Waiting Period for Coverage:**
None

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

### Basic AD&D Principal Sum

**Principal Sum Amount:**
Class 1: $15,000
Class 2: Option 1: $5,000
Option 2: $10,000
Option 3: $12,000
Option 4: $15,000

### 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:**

The amount You elect in increments of $5,000,
subject to the lesser of $300,000 or 3 times
Your annual Earnings.

### Principal Sum for each of Your Eligible Dependents

Principal Sum for Your Eligible Spouse & Eligible Children:

| | |
|---|---|
| Spouse & Dependent Children: | Option 1: $2,000 for each<br>Option 2: $4,000 for each<br>Option 3: $6,000 for each<br>Option 4: $12,000 for each<br>Option 5: $15,000 for each<br>Option 6: $50,000 for each |

Principal Sum for any one Child cannot exceed the lesser of the amount calculated above or $50,000.

**Common Carrier**
Common Carrier Limit: $215,000

**Additional Benefits**

**Seat Belt and Air Bag Coverage:**
Seat Belt Benefit Amount: the lesser of the Principal Sum payable for loss of life or $15,000
Minimum Benefit: $1,000
Air Bag Benefit Amount: the lesser of the Principal Sum payable for loss of life or $5,000

**Repatriation Benefit:**
Maximum Amount: $5,000
Repatriation Benefit Percentage: 10%

**Felonious Assault Benefit:**
Maximum Amount: $25,000
Felonious Assault Benefit Percentage: 50%

**Child Education Benefit:**
Maximum Amount: $5,000
Percentage of Principal Sum: 25%
Minimum Amount: $1,250

**Day Care Benefit:**
Maximum Amount: $5,000
Day Care Benefit Percentage: 25%
Minimum Amount: $1,250

**Spouse Education Benefit:**
Maximum Amount: $5,000
Percentage of Principal Sum: 25%
Minimum Amount: $1,250

**Coma Benefit:**
Waiting Period: 30 day(s)

**Common Disaster Benefit:**
Common Disaster Limit: $215,000

**Conversion Right**
Conversion Limit: $250,000

**Occupational Death Benefit**
Maximum Amount: The lesser of $50,000 or 100% of the Principal Sum

## ELIGIBILITY AND ENROLLMENT

**Eligible Persons:** *Who is eligible for coverage?*
All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

**Eligibility for Coverage:** *When will I become eligible?*
You will become eligible for coverage on the latest of:
1) the Policy Effective Date;
2) the date You become a member of an Eligible Class; or
3) the date You complete the Eligibility Waiting Period for coverage shown in the Schedule of Insurance, if applicable.

**Eligibility for Dependent Coverage:** *When will I become eligible for Dependent Coverage?*
You will become eligible for Dependent coverage on the later of:
1) the date You become insured for coverage; or
2) the date You acquire Your first Dependent.

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

**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 and Basic Dependent Accidental Death and Dismemberment. However, You will be required to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:
1) complete and sign a group insurance enrollment form which is satisfactory to Us, for Your coverage and Your Dependent's coverage; and
2) deliver it to Your Employer.

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

If You do not enroll for Your coverage and/or Your Dependent's 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 and/or Your Dependent's 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?*
1) Change in marital status caused by marriage, divorce, legal separation, annulment, or death of spouse;
2) Change in domestic partnership status caused by creation or termination of a domestic partnership or death of a domestic partner;
3) Change in dependent status caused by birth, adoption, placement for adoption, court-ordered guardianship, death, or dependent eligibility due to age, marriage, or student status;
4) Change in employment status or work schedule that affects Your eligibility to participate in the insurance plans made available by the Policyholder; and
5) Change in residence that affects available insurance plan options.

## 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 first day of the pay period following the date You become eligible, if You enroll on or before that date; or
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 first day of the pay period following 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.

**Dependent Effective Date:** *When does Dependent coverage start?*
Non-Contributory Coverage will start on the date You become eligible for Dependent coverage.

Contributory Coverage will start on the latest to occur of:

1) the first day of the pay period following the date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
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 first day of the pay period following the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

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

**Dependent Deferred Effective Date:** *When will the effective date for Dependent coverage or a change in coverage be deferred?*
If, on the date Your Dependent, is to become covered:

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

he or she is:

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

such coverage will not start until he or she:

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

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

This Deferred Effective Date provision will not apply to disabled children who qualify under the definition of Dependent Children.

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

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

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

1) they 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.

**Termination:** When will my coverage end?
Your coverage will end on the earliest of the following:

1) the date The Policy terminates;
2) the last day of the period for which an insurance premium was paid if You are no longer in a class eligible for coverage, or the class is cancelled;
3) the date the required premium is due but not paid;
4) 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.

**Dependent Termination:** *When does coverage for my Dependent end?*
Coverage for Your Dependent will end on the earliest to occur of:

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

unless continued in accordance with the continuation provisions.

**Continuation Provisions:** *Can my coverage and coverage for my Dependents be continued beyond the date it would otherwise terminate?*
Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision.
The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

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

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

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

<u>Leave of Absence</u>: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Accidental Death and Dismemberment coverage) may be continued for a period of time as determined by Your Employer. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

<u>Military Leave of Absence</u>: If You enter active military service and are granted a military leave of absence in writing, Your coverage (including Dependent Accidental Death and Dismemberment coverage) may be continued for a period of time as determined by Your Employer. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

<u>With respect to Basic Accidental Death and Dismemberment Insurance:</u>
<u>Sickness or Injury</u>: If You are not Actively at Work due to sickness or injury, all of Your coverages (including Dependent Accidental Death and Dismemberment coverage) may be continued for a period of time as determined by Your Employer.

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

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

**Spouse Continuation:** *Can coverage for my Spouse be continued in the event of my death?*
If You die while Your Spouse is covered under The Policy, Your surviving Spouse may continue:
1) his or her coverage; and
2) coverage of Your Dependent Child(ren) who were covered by The Policy on the date of Your death.

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

Solely for the purpose of continuing the coverage, Your Spouse will be considered the insured person. However, Your Spouse's or any of the Dependent Child(ren)'s coverage will not continue beyond:
1) a date the coverage would otherwise have ended under the Dependent Termination provision; or
2) the Premium Due Date next following the date Your Spouse remarries.

**Dependent Continuation:** Can coverage for my Dependents be continued if I die?
If You die while insured under The Policy, the Accidental Death and Dismemberment Insurance coverage for Your Dependents in force at the time of Your death may be continued, until the earliest of:
1) the date the coverage would otherwise have ended under the Dependent Termination provision;
2) the date Your Spouse remarries, dies, or obtains coverage under another group plan; or
3) 5 years from Your date of death.

Coverage continued under this provision will be Contributory Coverage and may not be increased.

**Continuation for Dependent Child(ren) with Disabilities:** *Will coverage for Dependent Children with Disabilities be continued?*
If Your Dependent Child(ren) reach the age at which they would otherwise cease to be a Dependent as defined, and they are:
1) age 26 or older; and
2) disabled; and
3) primarily dependent upon You for financial support;

then Dependent Child(ren) coverage will not terminate solely due to age. However:
1) You must submit proof satisfactory to Us of such Dependent Child(ren)'s disability within 31 days of the date he or she reaches such age; and
2) such Dependent Child(ren) must have become disabled before attaining age 26.

Coverage under The Policy will continue as long as:
1) You remain insured;
2) the child continues to meet the required conditions; and
3) any required premium is paid when due.

However, no increase in the Amount of Dependent Accidental Death and Dismemberment Insurance for such Dependent Children will be available.

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

**Conversion Right:** *If my coverage under The Policy ends, do I have a right to conversion?*
If You or Your Dependents 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 and Your Dependents who are covered under The Policy on the date Your coverage ceases. Dependents who continue to be covered under The Policy in the same or a different class cannot be covered under Your converted policy.

**Insurer,** as used 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.

The Principal Sum amounts for Your Dependents who become covered under the converted policy will be the amounts We are offering for this purpose at conversion.

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

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

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

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

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

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

**Double Indemnity while On a Common Carrier Benefit:** *When is the Double Indemnity while On a Common Carrier Benefit payable?*
If the Injury occurs while the injured person is On a Common Carrier, We will double the Principal Sum payable. However, in no event will the Principal Sum be increased by more than the Common Carrier Limit.

**Exposure and Disappearance:** *What if Loss is due to exposure or disappearance?*
Exposure to the elements will be presumed to be Injury if:
1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You or Your Dependents were an occupant at the time of the accident; and
2) The Policy would have covered an Injury resulting from the accident.

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

**Seat Belt and Air Bag Benefit:** *When is the Seat Belt and Air Bag Benefit payable?*
If You or Your Dependents sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while the injured person was:
1) a passenger riding in; or
2) the licensed operator of;

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

This Benefit will be paid:
1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if the injured person was:
1) positioned in a seat equipped with a factory-installed Air Bag; and
2) properly strapped in the Seat Belt when the Air Bag inflated.

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

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

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

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

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

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

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

**Repatriation Benefit:** *When is the Repatriation Benefit payable?*
If You or Your Dependents sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of the deceased person's place of permanent residence.

This Benefit will be paid:
1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:
1) the actual expenses incurred for:
   a) preparation of the body for burial or cremation; and
   b) transportation of the body to the place of burial or cremation;
2) the amount resulting from multiplying the deceased person's amount of Principal Sum by the Repatriation Benefit Percentage; or
3) the Maximum Amount for this Benefit.

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

**Felonious Assault Benefit:** *When is the Felonious Assault Benefit payable?*
If You or Your Dependents sustain an Injury that results in Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Felonious Assault Benefit, if Injury is the result of a Felonious Assault.

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 Felonious Assault Benefit will pay the lesser of:
1) the amount resulting from multiplying the injured person's amount of Principal Sum by the Felonious Assault Percentage; or
2) the Maximum Amount for this Benefit.

**Felonious Assault** means a violent or criminal act directed at You or Your Dependents during the course of:
1) a robbery, kidnapping or criminal assault; or
2) an attempt at any of the above;

which constitutes a felony under the law.

The Felonious Assault Benefit will not pay for a Loss that results from a Felonious Assault committed by:
1) a member of the injured person's family;
2) a member of the household in which the injured person lives; or
3) the injured person's fellow employee.

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

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

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

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

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:
1) the amount resulting from multiplying Your Principal Sum by the Child Education Percentage; or
2) the Maximum Amount for this Benefit.

If Your Spouse dies, the Child Education Benefit provides an annual amount equal to the lesser of:
1) the amount resulting from multiplying Your Spouse's amount of Principal Sum by the Child Education Percentage; or
2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Dependent Child(ren):
1) on the date; and
2) for whom;

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

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

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:
1) Our payment of the fourth Child Education Benefit to or on behalf of that person;
2) Our payment of a cumulative total benefit of $20,000 or 25% of Your principle, whichever is less; or
3) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

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

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:
1) a Principal Sum is payable because of Your death or Your Spouse's death; and
2) no person qualifies as a Student.

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

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

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

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

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

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

The specific annual amounts for this Benefit are shown in the Schedule of Insurance and will be limited to a cumulative benefit during the payable period of $10,000 or 25% of Your principle sum, whichever is less.

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

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

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

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

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

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

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

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 the deceased person's 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.

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 three (3) years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance and will be limited to a cumulative benefit during the payable period of $10,000 or 25% of Your principle sum, whichever is less.

**Coma Benefit:** *When is the Coma Benefit payable?*
If, as the result of an Injury, You or Your Dependents:
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 the injured person remains in a Coma.

This Benefit will be paid:
1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
2) according to the General Provisions of The Policy.

We will pay the benefit until the earliest to occur of:
1) the end of the month in which the injured person dies;
2) the end of the month in which the injured person recovers from the Coma; or
3) when the total payment equals the Coma Maximum Benefit Amount.

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

**Coma** means complete and continuous:
1) unconsciousness; and
2) inability to respond to external or internal stimuli, as verified by a Physician.

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

**Common Disaster Benefit:** *When is the Common Disaster Benefit payable?*
If You and Your Spouse die as the result of Injury:
1) received in the same accident; or
2) in separate accidents which occur within 24 hours of each other;

and a Principal Sum is payable under the Accidental Death and Dismemberment Benefit for each death, the Principal Sum applicable to Your Spouse will be increased to equal the lesser of:
1) Your Principal Sum; or
2) an amount which, when added to Your Principal Sum, equals the Common Disaster Limit.

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

<u>Applicable to Public Safety Officers Only:</u>
**Occupational Death Benefit:** *When is the Occupational Death Benefit payable?*
If You suffer a Loss of life as the result of a Covered Occupational Death, We will pay an Occupational Death Benefit if Your Death:
1) occurred within 365 days after the date You were last Actively at Work; and
2) occurred while You were covered under The Policy.

**Covered Occupational Death** means a death caused by or resulting from an Injury sustained during working hours as a

Public Safety Officer of the Employer, or in the case of a required period of work not coinciding with regular work hours, while in transit to or from work.

**Injury** means bodily injury resulting:
1) directly from an accident; and
2) independently of all other causes;

which occurs while You are covered under The Policy.

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

is not considered as resulting from Injury.

No benefit will be payable for any death for which benefits are payable under any individual insurance policy obtained by exercising Your Conversion Right.

The Occupational Death Benefit will not be payable if Your death is caused or contributed by:
1) war or act of war, whether declared or not;
2) suicide or attempted suicide, whether sane or insane;
3) Injury sustained while committing or attempting to commit a felony; or
4) Voluntary use or consumption of any poison, chemical compound or drug, including but not limited to prescribed medications, unless as prescribed by or administered 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 or Your Dependents while You or Your Dependents are in the armed forces on full-time active duty, for a period of two months or more. Written notice must be given to Us within 12 months of the date You or Your Dependents enter the armed forces);
5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens unless as prescribed by or administered by a Physician;
6) Injury sustained while committing or attempting to commit a felony; or
7) Injury sustained while 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 30 days after:
1) the date of death; or
2) the date of loss.

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

**Claim Forms:** *Are special forms required to file a claim?*
We will send forms to the claimant to provide Proof of Loss, within 45 days of receiving a Notice of Claim. If We do not send the forms within 45 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

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

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

All proof submitted must be satisfactory to Us.

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

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

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

**Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*
While a claim is pending We have the right at Our expense:

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

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

**Claims to be Paid:** *To whom will benefits for my claim be paid?*
Benefits for Loss of Life will be paid in accordance with the Beneficiary Designation. If no beneficiary is named, payment will be made according to the beneficiary designation under the group life policy issued to the Policyholder and in effect at the time of death.

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

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

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

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

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

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

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

If benefits are payable and meet Our guidelines, then We may pay benefits into a draft book account (checking account) which will be owned by:

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

The account owner may elect a lump sum payment by writing a check for the full amount in the account. However, an account will not be established for:

1) a benefit payable to Your estate;
2) an Accidental Death and Dismemberment Principal Sum that is less than $10,000; or
3) benefits due at Your Dependent's death.

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.

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

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

**Assignment:** *Are there any rights of assignment?*
Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign Your rights and interest under The Policy including, but not limited, to the following:
1) the right to make any contributions required to keep the insurance in force;
2) the right to convert; and
3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:
1) it is duly executed; and
2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:
1) for the validity or effect of any assignment; or
2) to provide any assignee with notices which We may be obligated to provide to You.

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

**Legal Actions:** *When can legal action be taken against Us?*
Legal action cannot be taken against Us:
1) sooner than 60 days after the date Proof of Loss is furnished; or
2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

**Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*
The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

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

**Misstatements:** *What happens if facts are misstated?*
In the absence of Insurance Fraud, if material facts about You or Your Dependents were not stated accurately:
1) the premium may be adjusted; and
2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

## DEFINITIONS

**Active Employee** means an individual who is hired by the state and regularly scheduled to work at least 20 hours per week for six months or longer. Employee does not include:
1) a patient or inmate employed at a state institution;
2) a non-state employee, officer, or enlisted personnel of the National Guard of Arizona;
3) an individual hired to fill an emergency, seasonal, or temporary position;
4) an individual who fills a position designed primarily to provide rehabilitation to the individual;
5) a student or work-study employee; or
6) an individual hired by a state university or college for whom the state university or college does not contribute to a state-sponsored retirement plan unless the individual is:
   a) a non-immigrant alien employee,
   b) participating in a medical residency or post-doctoral training program,
   c) on federal appointment with Cooperative Extension, or
   d) a retiree who has returned to work under A.R.S. § 38-766.01.

**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.

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

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

**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.

**Dependent** means Your Spouse, Domestic Partner, or Dependent Child(ren), who is lawfully present in the U.S.

**Dependent Child(ren)** shall mean a person(s) who falls within one or more of the following categories:

1) a natural child, adopted child, or stepchild of the member or member's qualified same-sex Domestic Partner from live birth and who is younger than age 26;
2) a child who is younger than age 26 for whom the member has court-ordered guardianship;
3) a foster child of the member who is younger than age 26;
4) a child who is younger than age 26 and placed in the member's home by court order pending adoption; or
5) a natural child, adopted child, or stepchild of the member or member's qualified same-sex Domestic Partner and who was disabled prior to age 19 and continues to be disabled under 42 U.S.C. 1382c and for whom the member or member's qualified same-sex Domestic Partner had custody prior to age 19.

**Domestic Partner** means an individual who is of the same-sex to an employee or officer who must verify with credible evidence as required by the State the following:

1) shares a permanent residence with the employee or officer;
2) has resided with the employee or officer continuously for the last 12 consecutive months and expects to continue to reside with the employee or officer indefinitely as evidenced by an affidavit filed at the time of enrollment;
3) has not signed a declaration or affidavit of same-sex domestic partnership with another individual within the last 12 months;
4) has not had another same-sex domestic partner within the last 12 months;
5) does not currently have another same-sex domestic partner;
6) is not currently married to or legally separated from anyone;
7) is not related by blood to the employee or officer to a degree that would prohibit marriage in Arizona;
8) was mentally competent to consent when the same-sex domestic partnership was established;
9) is not acting under fraud or duress with regard to the insurance plans made available by the department;
10) is at least 18 years old; and
11) is financially interdependent with the employee or officer in at least three of the following ways:
    a) holds a joint mortgage, joint property tax identification, or joint tenancy on a residential lease;
    b) holds one or more credit or bank accounts jointly;
    c) owns significant property, such as a vehicle or real estate, jointly;
    d) has one or more joint liabilities;
    e) is named by or has named the employee or officer as beneficiary of life insurance or under a will or retirement annuity;
    f) has a written durable power of attorney in which each assumes financial responsibility for the other; or

g) other evidence of financial interdependence that is approved by the Policyholder and Us.

**Earnings** means the fixed compensation paid to an employee or officer. Earnings excludes: pay for overtime, shift differential, bonuses, special performance adjustment, special incentive program, or other allowance.

**Employer** means the Policyholder.

**Injury** means bodily injury resulting:
1) directly from an accident; and
2) independently of all other causes;

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

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

is not considered as resulting from Injury.

**Motor Vehicle** means a self-propelled, four (4) or more wheeled:
1) private passenger: car, station wagon, van or sport utility vehicle;
2) motor home or camper; or
3) pick-up truck;

not being used as a Common Carrier.

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

**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 husband or wife under Arizona law.

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

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

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

**AMENDATORY RIDER**

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

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

For California residents:

1) The following is added to the definition of **Spouse:**
   Spouse will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
2) The following is added to the definition of **Dependent Child(ren):**
   Dependent Child(ren) will also include child(ren) of Your California registered domestic partner.

For Colorado residents:

The **Dependent Termination** provision is replaced by the following:

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

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

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

unless continued in accordance with the continuation provisions.

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

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

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

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

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

For Indiana residents:

The first paragraph of the **Traumatic Brain Injury Benefit** is deleted and is replaced by the following:

If You or Your Dependents sustain an Injury that results in a Traumatic Brain Injury within 60 days of the date of accident which:

2) requires that the injured person be Hospitalized for at least 7 days during the first 60 days following the accident; and
3) the Traumatic Brain Injury continues for 12 consecutive months;

We will pay a Traumatic Brain Injury Benefit.

For Louisiana residents:

1) the following will be considered **Dependent Child(ren)** and are added to the definition of **Dependent Child(ren):**
   a) unmarried Child who is placed in your home pursuant to an adoption placement agreement; executed with a licensed adoption agency (from the date of placement in your home);

b) an unmarried Child who is placed in your home following execution of an act of voluntary surrender (as of the date on which the act of voluntary surrender becomes irrevocable);
c) your unmarried grandchild who is in your legal custody.

2) The child limiting age is changed to 21 years, or 24 years if a student, if less than such ages.
3) The following is added to the definition of **Dependent Child(ren):** "Coverage will be continued for a Child up to age 24 who is deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder."
4) The following replaces the last sentence of the **Dependents** definition: "Any person who is in full-time military service cannot be a dependent, unless that person is subsequently called to military service and any required premium is paid."
5) The following provision is added:
**Reinstatement after Military Service:** *Can my coverage be reinstated after return from active military service?*
If:
    1) Your coverage terminates because You enter active military service; and
    2) You are rehired within 12 months of the date You return from active military service;

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

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

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

For Minnesota residents, the definition of **Disabled or Total Disability** in the **Permanent Total Disability Benefit** is replaced by the following:

**Disabled or Total Disability**, for the purpose of this Benefit, means Your or Your Spouse's:
    3) inability during the first two years of disability to perform the Essential Duties of Your or Your Spouse's Occupation; and
    4) after that, Your or Your Spouse's inability to engage in Any Occupation for which you are suited by education, training and experience; or
    5) 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.

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

For Missouri residents, the suicide **Exclusion** is replaced by the following: "suicide or attempted suicide, while sane".

For New Hampshire residents:
1) Item 1 of the definitions of **Disabled** and **Disabled or Disability** is replaced by the following:
    1) perfoming any work or occupation for wage or profit for which You are, or become, reasonably qualified by reason of education, training or experience.
2) Item 3 of the last paragraph of the **Sending Proof of Loss** provision is deleted.
3) Item 3 of the **Conditions for Qualification** provision is replaced by the following:
    1) provide such proof in accordance with the Sending Proof of Loss provision.
4) The **Policy Interpretation** provision is deleted.

5) The time period stated in the definition of **Period of Confinement** in the **Accident Hospital Income Benefit**, is changed to 180 days, if less than 180 days.
6) Item 1 of the definition of **Extended Care Facility** in the **Extended Care Facility Benefit** is replaced by the following:
    1) Operates pursuant to law;
7) The following is added to the Period of Coverage:
    **Spouse Continuation:** *Can coverage be continued for a divorced Spouse?*
    If You are legally separated or divorced from Your Spouse, coverage for Your former Spouse may continue under The Policy until the earliest of:
    1) the last day of the third year following the anniversary of a final divorce or legal separation;
    2) the date You remarry;
    3) the date Your former Spouse remarries;
    4) a date specified in the final divorce decree;
    5) the date Your former Spouse fails to pay any premiums that may be due; or
    6) the date You die.

For Oregon residents:
1) The following is added to the definition of **Spouse**:
    Spouse will also include an individual who is in a registered domestic partnership with You in accordance with Oregon law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
2) The following is added to the definition of **Dependent Child(ren)**:
    Dependent Child(ren) will also include child(ren) of Your Oregon registered domestic partner.

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

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

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

For Vermont residents:
**Purpose:** Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.
**Definitions, Terms, Conditions and Provisions:** The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

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

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

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

For Virginia residents, any and all references to Domestic Partners are hereby deleted.

For Washington residents:
1) The **Accelerated Benefit** is not available.
2) The provision titled **Policy Interpretation** is deleted in its entirety.

For Wisconsin residents, the time periods stated in the **Claim Appeal** provision are removed.

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

Signed for Hartford Life and Accident Insurance Company.

**Richard G. Costello, *Secretary*** **John C. Walters, *President***

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

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