

**YOUR
BENEFIT
PLAN**

LiveWell
for a healthy life!

FORT BEND INDEPENDENT SCHOOL DISTRICT

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State Notices

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

The insurance carrier for the Policy is:

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

The Claims Administrator for the Policy is:

**The Hartford
Group Life Claims
P.O. Box 14299
Lexington, KY 40512-4299
1-888-563-1124**

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

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

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

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

NOTICES

- **Arizona:** If You are covered under a Policy issued to a trust group situated outside of Arizona, the Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.
- **Arkansas:** You have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:
Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202
- **California: For Your Questions and Complaints:**
State of California Insurance Department
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013
Toll Free: 1(800) 927-HELP
TDD Number: 1(800) 482-4833
Web Address: www.insurance.ca.gov
- **Florida:**

<p>The benefits under the Policy providing Your coverage are governed primarily by the laws of a state other than Florida, unless the issue state is Florida. Please contact the Policyholder with any questions.</p>
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- **Illinois: The Religious Freedom Protection and Civil Union Act, Effective June 1, 2011**
The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union

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

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance.

- **Illinois:**

You may file a consumer complaint online at the Illinois Department of Insurance’s website or by mail. The Department maintains a Consumer Division in Chicago at 115 S. LaSalle Street, 13th Floor, Chicago, Illinois 60603; and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

This notice is to advise you that should any complaints arise regarding this insurance, you may contact the following:

Illinois Department of Insurance
320 W. Washington Street
Springfield, Illinois 62767-0001

Illinois Department of Insurance
115 S. LaSalle Street
13th Floor
Chicago, Illinois 60603

Consumer Complaints: DOI.Complaints@illinois.gov; toll-free: 1(866) 445-5364

Officer of Consumer Health Insurance: DOI.Complaints@illinois.gov; toll-free: 1(877) 527-9431

- **Texas:** In addition to the insurance coverage, We may offer Noninsurance Benefits and Services to You. Your access to these benefits and services is included with Your insurance coverage and does not require enrollment or premium payment. You should contact the Policyholder for more information on the services available on their plan.

Will Preparation Services: These services provide access to an online tool to create a customized will with the help of licensed attorneys, if needed.

Travel Assistance Related Services: These services include emergency medical assistance such as medical referrals, monitoring, evacuation, repatriation and medical translation services.

Identity Theft Related Services: These services include fraud prevention, credit monitoring, as well as resolution guidance and support to assist with problems that may arise from medical identity theft.

Funeral Planning Services: These services provide support to You or Your beneficiaries to prepare for a funeral with access to online planning and research tools and advisors to answer questions.

Employee Assistance Programs: Support is provided for a wide range of social and emotional issues. The program provides for either telephonic or face-to-face counseling sessions.

Beneficiary Support Services: These services provide emotional, legal or financial guidance, answer benefit-related questions or provide referrals to You or Your beneficiaries.

- **Texas:**

Have a complaint or need help?

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

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

Hartford Life and Accident Insurance Company

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

Call: Customer Service at 860-547-5000

Toll-free: 1-800-523-2233

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

Email: GBD.Customerservice@hartfordlife.com

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

The Texas Department of Insurance

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

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

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

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

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

Hartford Life and Accident Insurance Company

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

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

Teléfono gratuito: 1-800-523-2233

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

Correo electrónico: GBD.Customerservice@hartfordlife.com

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

El Departamento de Seguros de Texas

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

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

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 12030, Austin, TX 78711-2030

- **Wisconsin: For Your Questions and Complaints:**

To request a Complaint Form:

Office of the Commissioner of Insurance

Complaints Department

P.O. Box 7873

Madison, WI 53707-7873

1(800) 236-8517 (within Wisconsin)

1(608) 266-0103 (outside of Wisconsin)

- **Virginia: For Your Questions and Complaints:**

**State Corporation Commission
Life and Health Division
Bureau of Insurance**
P.O. Box 1157
Richmond, VA 23218
1(804) 371-9691 (inside Virginia)
1(877) 310-6560 (outside Virginia)

CERTIFICATE FACE PAGE

- Massachusetts:



This Certificate alone does not meet the **Minimum Creditable Coverage standards** and will not satisfy the individual mandate that you have health insurance. Please see below for additional information.

MASSACHUSETTS REQUIREMENT TO PURCHASE HEALTH INSURANCE:

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).

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.

- New Hampshire: **This is a Limited Policy - Read it Carefully**
- New Hampshire: **This policy does not provide comprehensive health insurance coverage. It is not intended to satisfy the individual mandate of the Affordable Care Act (ACA) or provide the minimum essential coverage required by the ACA (often referred to as "Major Medical Coverage"). It does not provide coverage for hospital, medical, surgical, or major medical expenses.**

BENEFIT SCHEDULE

- Maine: We will pay a minimum amount of \$2,000 for covered losses due to accidental death or two or more dismemberments, if not already shown as an amount of \$2,000 or more in the Benefit Schedule.
- New Hampshire: We will pay a minimum amount of \$1,000 for covered losses for one digit, \$2,500 for covered losses for single dismemberments and \$5,000 for two or more dismemberments, if not already shown as these amounts or more in the Benefit Schedule.
- Texas: The Non-Insurance Services paragraph is removed and replaced with the Noninsurance Benefits and Services notice in the Notices section above.

DEFINITIONS

- South Dakota: The definitions of **Chiropractor, Dentist, Medical Professional, Physician, and Therapist** include Family Members if they are the only qualified provider of such service in the area and acting within the scope of their practice.
- South Dakota: The hourly time requirement, described in the **Confined, Confinement** definition, does not apply to Your coverage.
- Minnesota, Montana: The Dependent Child limiting age, described in the **Dependent Child(ren)** definition, is up to age 25 unless shown as higher, provided Dependent Coverage is available under the Policy.
- New Hampshire, Utah: The Dependent Child limiting age, described in the **Dependent Child(ren)** definition, is up to age 26, if not already shown as 26 and provided Dependent Child coverage is available under the Policy.
- New Hampshire: The unmarried Dependent Child requirement, described in the **Dependent Child(ren)** definition, does not apply, provided Dependent Child coverage is available under the Policy.
- New Hampshire, Utah: The student extension if shown in the **Dependent Child(ren)** definition does not apply, provided Dependent Child coverage is available under the Policy.
- Utah: The disability extension in the **Dependent Child(ren)** definition is amended to require that the Dependent Child have a medically determinable physical impairment provided Dependent Child coverage is available under

the Policy. In addition, proof of such impairment will only be required to be submitted annually after an initial 2 year period from the time the child has reached the limiting age.

- Montana: The definition of **Medical Professional** is revised to include the following list of practitioners: Physician, Dentist, osteopath, Chiropractor, optometrist, podiatrist, psychologist, licensed social worker, licensed professional counselor, licensed marriage and family therapist, acupuncturist, naturopathic physician, physical therapist, speech-language pathologist, audiologist, and licensed addiction counselor.
- Oregon: The definition of **Spouse** is amended to include domestic partner coverage; if not already shown and to state the following: "Residents of Oregon in same-sex domestic partnerships are not required to demonstrate or prove their relationship through documentation or other requirements that are not also required for legal marriages."
- Vermont: Provided Dependent Spouse coverage is available the definition of **Spouse** is amended to include domestic partnerships and civil unions, if not already included in the **Definitions** section of the Certificate.
- Montana: You have full freedom of choice in the selection of any health care provider for Treatment of an Accident within the health care provider's scope and limitations of practice, including: licensed physician; physician assistant; Dentist; osteopath; Chiropractor; optometrist; podiatrist; psychologist; licensed social worker; licensed professional counselor; licensed marriage and family therapist; acupuncturist; naturopathic physician; physical therapist; speech language pathologist, audiologist, licensed addiction counselor or advanced practice registered nurse.

ELIGIBILITY AND EFFECTIVE DATES

- Utah: The **New Dependent Coverage** provision is amended to clarify that the date of acquisition is the date of birth for any newborn child placed with You for adoption within 30 days of birth.

REINSTATEMENT OF COVERAGE

- Maine: The **Reinstatement of Coverage** provision includes the following:
If the Employee/Member is a resident of the state of Maine and insurance ended due to the non-payment of premium, insurance may be reinstated within 90 days from the date insurance ended if the Insured/Member medically demonstrates that they suffered from cognitive impairment or functional incapacity at the time insurance ended. This demonstration must be submitted at the Employee's/Member's own expense and may be submitted by the Employee/Member, someone authorized to act on the Employee's behalf, or an insured Dependent.

CONTINUATION AND EXTENSION OF COVERAGE

- New Hampshire: The following **Extension of Coverage While Disabled** provision is added to the **Continuation and Extension of Coverage** section:
Extension of Coverage While Disabled
If You are Disabled when coverage would otherwise terminate because:
 - 1) You are no longer eligible for insurance or are no longer in an Eligible Class; or
 - 2) the Policy terminated;coverage will be extended for 90 days after it would otherwise terminate, while Disability continues.
- Rhode Island: The following continuation option applies to Your coverage, if not already included in the **Continuation Option(s)** provision in the Certificate:
Federal or State Laws: The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain circumstances for medical leaves of absence, military leaves of absence, other leaves of absence, layoff or termination of employment.

BENEFITS

- Tennessee: The **Felonious Assault Benefit** or **Workplace Felonious Assault Benefit** is revised to remove the exclusion for family members and members of the Covered Person's household, if shown and if either benefit is included under the Policy.
- Alaska, Hawaii: The **Carjacking Benefit** and **Felonious Assault Benefit** or **Workplace Felonious Assault Benefit** are revised to remove the exclusions for family members and members of the Covered Person's household, if shown and if either benefit is included under the Policy.
- Washington: The loss period from date of Accident for Accidental Death and Dismemberment benefits in the **Benefits** section of the Certificate is updated to show as 365 days unless shown as higher in your Certificate.

GENERAL LIMITATIONS & EXCLUSIONS

- Alaska: The extreme sports and activities exclusion, if included in the **Exclusions** provision, is limited to the listed sports and activities listed in the exclusion.

- Missouri: The suicide exclusion, if included in the **Exclusions** provision, is not applicable to suicide committed while the insured person is insane.
- Nevada, South Dakota: The voluntary intoxication and voluntary intoxication through use of poison, gas or fumes exclusions, if included in the **Exclusions** provision, does not apply to Your coverage.
- New Hampshire: The felony, incarceration, extreme sports and activities, Seat belt, use of illegal fireworks, auto-erotic asphyxiation and cellular/distracted driving exclusions, if included in the **Exclusions** provision do not apply to Your coverage.
- New Jersey: The voluntary intoxication exclusion, if included in the **Exclusions** provision, is not applicable to being under the influence of a drug or controlled substance.
- New Jersey: Participation in a Riot, if cited in the **Exclusions** provision, is not applicable to Your coverage.

CLAIM PROVISIONS

- New Hampshire: The one year time limitation to provide proof of loss if unable to provide within the initial proof of loss period, as described in the **Proof of Loss** provision, does not apply to You.
- North Carolina: The initial proof of loss period, described in the **Proof of Loss** provision, is 180 days.
- Minnesota, North Carolina: The payment period, described in the **Time of Payment of Claims** provision, is immediately upon Our receipt of due Proof of Loss.

GENERAL PROVISIONS

- Alaska: The **Statements** provision is not applicable to statements made with the intent to defraud.
- New Hampshire, North Carolina: The **Time Limit on Certain Defenses** provision is not applicable to statements made with the intent to defraud.
- Alaska, Illinois, Kansas (for Policies not subject to ERISA only), Rhode Island, South Dakota, Texas, Vermont: The **Policy Interpretation** provision, if shown, is not applicable to Your coverage.

GROUP ACCIDENT INSURANCE CERTIFICATE

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)



**THE
HARTFORD**

The Hartford Financial Services Group, Inc. (NYSE: HIG) operates through its subsidiaries under the brand name, The Hartford®. For additional information, see www.thehartford.com.

Policyholder: FORT BEND INDEPENDENT SCHOOL DISTRICT

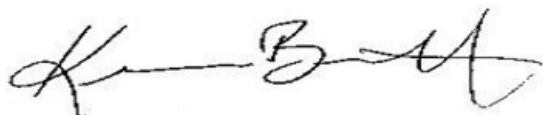
Policy Number: ADD-S09423

Policy Effective Date: January 1, 2026

Policy Anniversary: January 1

We have issued the Policy to the Policyholder. The Policy is delivered in and governed by the laws of the state of Texas. The provisions of the Policy that are important to the Covered Person(s) are summarized in this Certificate, consisting of this form and any additional forms which have been made a part of this Certificate. 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 current version of the Certificate for each Eligible Class included in the Policy replaces any other Certificate We may have previously issued to the Primary Insured under the Policy. The Policy may be inspected at the office of the Policyholder.

Signed for Hartford Life and Accident Insurance Company at Hartford, Connecticut.



Kevin Barnett, Secretary



Michael J. Fish, Head of Group Benefits

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

Notice to Buyer: The Policy provides Accident-only coverage and it does not pay benefits for loss from sickness. Review Your Certificate carefully.

Notice to Buyer: Accident coverage is designed to provide, to persons insured, restricted coverage paying benefits ONLY when certain losses occur as a result of a covered Accident, subject to any limitations contained in the Policy. Coverage is NOT provided for basic hospital, basic medical-surgical or major medical expenses. Review Your Certificate carefully.

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

Benefits provided are supplemental and are not intended to cover all medical expenses. The Policy does not constitute comprehensive health insurance coverage and does not satisfy the requirement of Minimum Essential Coverage under the Affordable Care Act.

The Policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

This Policy may provide payment of several benefits as a result of claims from a single Accident. Payment of one benefit for an Accident under this Policy does not constitute acceptance of liability for all claims made under the Policy nor does it prohibit Us from further investigation into the cause of or existence of an Accident for subsequent claims.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT. If a Covered Person is eligible for Medicare, they should review the Guide to Health Insurance for People with

Medicare (“Medicare & You” handbook) available through www.medicare.gov/publications or from Us.

READ THIS CERTIFICATE CAREFULLY. The Primary Insured has a 30-day right from their Coverage Effective Date to examine this Certificate. If the Primary Insured is not satisfied, it may be returned to Us within 30 days from receipt of this Certificate. In that event, We will consider it void from its effective date and any premiums paid will be refunded. Any claims paid under the Policy during the initial 30-day period will be deducted from the refund.

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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BENEFIT SCHEDULE

Eligible Class(es)

All Full-time Active Employees

Coverage Type

24 hour – This Certificate provides coverage for Accidents that occur at any time, whether a Covered Person is working or during their free time, subject to all of the applicable requirements, maximums, limitations, Definitions, Exclusions and other provisions of the Policy.

Basic Coverage Election

The Policyholder will automatically enroll each eligible Employee for coverage.

The Employee is not required to pay premium for the coverage.

Supplemental Coverage Election

In order to be insured under the Policy an Employee must elect coverage for themselves and any Dependent(s).

The Employee is required to pay premium for the coverage elected. Payment of premium does not guarantee eligibility for coverage.

Benefit Amounts Payable

The benefit amounts payable are shown in the Benefits Table that follows. Dependent benefit amounts are the same as Employee benefit amounts unless otherwise indicated in the table or by the applicable benefit provision in the Benefit(s) section of this Certificate.

Basic Coverage Amount(s)*

- **Employee:** \$25,000

*Coverage Amount(s) will be frozen at time of electing Extended Continuation.

Supplemental Coverage Amount(s)*

- **Employee:** Choice of \$10,000 to \$500,000 in increments of \$10,000
- **Spouse:** Choice of \$10,000 to \$250,000 in increments of \$10,000
- **Dependent Child(ren):** \$10,000 (per child)

*Coverage Amount(s) will be frozen at time of electing Extended Continuation.

In no event may the Basic or Supplemental Coverage Amount elected for a Spouse or Dependent Child(ren) exceed the Coverage Amount elected for the Employee. Any Basic or Supplemental Coverage Amount for an Employee will be rounded to the next higher multiple of \$1,000, if not already an even multiple of \$1,000.

Basic and Supplemental Coverage Amount(s) are subject to any reductions indicated in the Reductions in Coverage Due to Age provision (below). In the event of any questions regarding the Basic or Supplemental Coverage Amount for any Covered Person, please contact the Policyholder. All Basic and Supplemental Coverage Amount(s) are Guaranteed Issue.

Reductions in Coverage Due to Age

As Employees grow older, the Basic and Supplemental Coverage Amount(s) for Employees will be reduced according to the following schedule:

At the Attained Age of:	The Current Coverage Amount Will Reduce by:
70	50%

Reductions become effective on the Policy Anniversary following the day an Employee reaches the specified age. Any reduced amount of insurance for an Employee will be rounded to the next higher multiple of \$500, if not already an even multiple of \$500.

If an Employee is age 70 or older on the date coverage becomes effective for the Employee under the Policy, the Basic and Supplemental Coverage Amount(s) for the Employee will be reduced as shown above. Reductions will also apply to any increase in Basic or Supplemental Coverage Amount(s) for the Employee that occurs after an Employee reaches the Attained Age of 70.

BENEFIT(S) TABLE

All benefits are subject to all of the applicable maximums, limitations, Definitions, Exclusions and other provisions of the Policy. The amounts and maximums shown below may be adjusted or reduced based on other benefits payable or previously paid under the Policy, as described in the Benefit(s) and Exclusions sections of this Certificate.

All **Benefit Amounts** are a percentage of the applicable Basic and Supplemental Coverage Amount(s) in effect for a Covered Person at the time of a covered Accident, unless otherwise stated as a specific dollar amount or as a percentage of other benefits payable.

Benefit:	Basic Benefit Amount:	Supplemental Benefit Amount:
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DEATH, DISMEMBERMENT & FUNCTIONAL LOSS BENEFIT(S)

Death

Basic Death	100%	100%
Common Carrier Death • <i>Benefit Maximum</i>	200% \$1,000,000	200% \$1,000,000
Transportation of Remains • <i>Benefit Maximum</i>	5% \$5,000	5% \$10,000
Funeral Expense • <i>Benefit Maximum</i>	Up to 5% \$7,500	Up to 5% \$7,500

Dismemberment/Functional Loss

Basic Dismemberment/Functional Loss

Thumb and Index Finger	25%	25%
One Hand or One Foot	50%	50%
One Arm or One Leg	50%	50%
Loss of Sight of One Eye	50%	50%

Catastrophic Dismemberment/Functional Loss

One Hand and One Foot	100%	100%
Both Hands or Both Feet	100%	100%
One Arm and One Leg	100%	100%
Both Arms or Both Legs	100%	100%
Loss of Sight of Both Eyes	100%	100%
Loss of Hearing of Both Ears	50%	50%
Loss of Speech	50%	50%

Paralysis

One Limb (Monoplegia or Uniplegia)	25%	25%
Two Limbs (Diplegia, Hemiplegia or Paraplegia)	50%	50%
Three Limbs (Triplegia)	75%	75%
Four Limbs (Quadriplegia)	100%	100%
Coma	5% per month	5% per month

SPECIFIED INJURY BENEFIT(S)

Severe Traumatic Brain Injury	100%	100%
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ENHANCEMENT BENEFIT(S)

Seat Belt • <i>Benefit Maximum</i> • <i>Benefit Minimum</i>	10% \$10,000 \$1,000	10% \$10,000 \$1,000
Air Bag • <i>Benefit Maximum</i>	5% \$5,000	5% \$5,000

FAMILY CARE BENEFIT(S)

Child Higher Education	5% per year	5% per year
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<ul style="list-style-type: none"> • <i>Benefit Maximum</i> 	<i>Up to \$2,500 per year</i>	<i>Up to \$2,500 per year</i>
Spouse Education	5% per year	5% per year
<ul style="list-style-type: none"> • <i>Benefit Maximum</i> 	<i>Up to \$2,500 per year</i>	<i>Up to \$2,500 per year</i>
Family Care	3% per month	3% per month
<ul style="list-style-type: none"> • <i>Benefit Maximum</i> 	<i>\$750 per month</i>	<i>\$750 per month</i>

DEFINITIONS

The terms listed below will have the meanings set forth below for purposes of this Certificate. When defined terms are used in this Certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Accident or Accidental means a sudden, unexpected and unforeseeable event that occurs while a Covered Person is insured under the Policy and results in one or more Injuries or death.

Actively at Work, Active Work means that an Employee is:

- 1) performing all the regular duties of their job for the Policyholder in the usual way 22.5; and
- 2) receiving compensation from the Policyholder for work performed.

An Employee is considered actively at work on any day that is not their regular scheduled workday (e.g., vacation or holiday) as long as the Employee was actively working on their last preceding regular scheduled workday.

Additional Enrollment Event means a period of time designated for enrollment under the Policy, other than an Annual Enrollment Period, as agreed to in Writing by Our authorized representative in Our Home Office.

Air Bag means a manufacturer installed, inflatable, supplemental restraint device in a Motor Vehicle, or proper replacement restraints installed to the vehicle manufacturer's specifications, that:

- 1) meets published federal safety standards; and
- 2) inflates upon collision to help protect a person from Injury.

Annual Enrollment Period means a period of time during which annual benefits enrollment occurs each year as determined by the Policyholder.

Certificate means this document, that explains the insurance benefits provided, to whom and how benefits are payable, and limitations and exclusions that apply to coverage.

Change in Family Status means one of the following events:

- 1) You get married or enter into a relationship with a person who satisfies the definition of Spouse;
- 2) You and Your Spouse divorce or legally terminate Your relationship, if acceptable in Your jurisdiction of residence;
- 3) Your Spouse dies;
- 4) You acquire or are a party to a suit to acquire a child who satisfies the definition of Dependent Child;
- 5) Your child no longer satisfies the definition of a Dependent Child or dies;
- 6) Your Spouse is no longer employed, which results in a loss of insurance sponsored by the Spouse's employer for You or any Dependent(s); or
- 7) You change work classification from part-time to full-time or from full-time to part-time.

Coma or Comatose means a profound stupor or state of complete and total unconsciousness with no reaction to external stimuli or response to internal needs, that is diagnosed by a Physician with a Glasgow Coma Scale score of 8 or less (or equivalent), for which intubation is required for respiratory assistance. A coma does not include a medically induced coma or a coma that is the result of any alcohol or drug use.

Common Carrier means a method of common public transport with defined published routes, time schedules and rates approved by regulators. A common carrier includes public airlines, railroads, subways, trolleys, boats and bus lines. A common carrier does not include taxis, limousines, any privately chartered mode of transportation or any mode of transportation owned, operated or leased for or by the Policyholder.

Confined, Confinement means the assignment to a bed in a medical facility for a period of at least 20 consecutive hours.

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

Covered Injury means an Injury that is the direct result of an Accident that is not excluded or limited by any other provision of the Policy. If a Covered Person is unavoidably exposed to the elements of nature as the result of an Accident that results in one or more Injuries or Illness, such Injuries and Illness that are a direct result of the exposure will be deemed to be covered injuries that have occurred as the result of the Accident.

Covered Person means the Employee and any Dependent(s) who is/are currently insured under the Policy and this Certificate.

Dependent(s) means an Employee's Spouse and Dependent Child(ren).

Dependent Child(ren) means:

- 1) an Employee's or Spouse's natural child, legally adopted child or stepchild;
- 2) an Employee's or Spouse's adopted child (including a child for whom the Employee or Spouse has been named as a party in a suit to adopt);
- 3) a child for whom the Employee or Spouse is ordered by a court or administrative order to provide coverage regardless of whether they are the custodial or non-custodial parent;
- 4) an Employee's or Spouse's foster child or any other child for whom the Employee or Spouse has been appointed legal guardian; or
- 5) any other child who lives with the Employee in a regular parent/child relationship and is dependent on the Employee for support and maintenance;

who is/are:

- 1) unmarried; and
- 2) under 26 years of age.

If an unmarried child is age 26 or older and is:

- 1) incapable of self-sustaining employment because of a mental or physical disability;
- 2) chiefly dependent on the Employee or Spouse for financial support and maintenance;

and proof has been provided of their disability upon Our request, that child will continue to be a dependent child until these conditions cease to exist.

This definition also includes a grandchild of an Employee who is:

- 1) younger than 26 years of age; and
- 2) a dependent of the Employee for federal income tax purposes.

Dismemberment means the complete severance of a body part from the body as a result of trauma, prolonged constriction, or Surgery (amputation), as follows:

- 1) Finger – A finger is permanently severed at or above the metacarpophalangeal joint (the joint where the finger is attached to the hand). For purposes of this definition, the thumb is a finger.
- 2) Toe – A toe is permanently severed at or above the metatarsophalangeal joint (the joint where the toe is attached to the foot).
- 3) Hand – A hand is permanently severed at or above the wrist joint.
- 4) Foot – A foot is permanently severed at or above the ankle joint.
- 5) Arm – An arm is permanently severed at or above the elbow.
- 6) Leg – A leg is permanently severed at or above the knee.

Eligible Family Member means:

- 1) a Dependent Child age 12 or younger; or
- 2) a mentally or physically disabled Family Member, regardless of age, who is living with a Covered Person at the time of death and is dependent on the Covered Person for support and maintenance.

Employee means a person who:

- 1) is a citizen or legal resident of the United States (including its territories and protectorates); or
- 2) is lawfully and legally able to work in the United States pursuant to applicable law(s); and
- 3) works for the Policyholder on a regular basis in the usual course of the Policyholder's business.

This definition does not include a person working for the Policyholder:

- 1) on a temporary, leased or seasonal basis;
- 2) as an independent contractor (including persons for whom income is reported on a 1099 form);
- 3) subject to the terms of a leasing agreement between the Policyholder and a leasing organization; or
- 4) who resides outside the United States for a period in excess of 12 months, unless Written approval has been received from Us.

Family Care means care provided for an Eligible Family Member on a regular basis for daily periods of less than 24 hours (whether daytime or nighttime hours).

Family Care Center means an appropriately licensed independent childcare or adult day care provider or facility that provides care for children or disabled adults in a group setting that is not owned or operated by a Covered Person or a Family Member.

Family Member means a Covered Person's Spouse (current and former); domestic partner (or equivalent); child; sibling; parent; grandparent; grandchild; aunt; uncle; first cousin; nephew; niece; the spouse or domestic partner (or equivalent) of such individuals. This includes adopted, in-law and step-relatives, and anyone living in the Covered Person's household.

Functional Loss means any of the following:

- 1) Loss of Hearing – Permanent loss of hearing in an ear with an aided hearing loss range of 71 decibels (dB HL) or higher (unable to hear sound at or below 70 dB HL) that cannot be improved or corrected to any greater functional degree by any aid, procedure or device.
- 2) Loss of Sight – Permanent loss of sight in an eye with no realistic expectation of improvement, or severance of an eye. With best correction of an eye, visual acuity must be 20/200 or worse or the field of vision must be less than 20 degrees.
- 3) Loss of Speech – Total and permanent loss of audible voice communication that cannot be corrected to any functional degree by any aid, procedure or device.

Guaranteed Issue means the amount of insurance We may issue without a health application or other proof of good health.

Home Office means Our office at One Hartford Plaza, Hartford, CT 06155.

Illness means:

- 1) a physical disease, disorder, illness or infirmity (including medical or surgical Treatment thereof);
- 2) a mental health disorder or Substance Use Disorder;
- 3) pregnancy or childbirth; and
- 4) infection, except for infection that is the natural result of a Covered Injury.

Injury or Injuries means bodily damage or harm that must be independent of Illness or any other cause and requires Treatment by a Physician or Medical Professional.

Medical Professional means a person who is appropriately licensed to provide medical care and Treatment, including a nurse practitioner (NP/APRN), physician's assistant (PA) or registered nurse (RN). The medical professional must be acting within the scope of their license. A medical professional does not include a Covered Person or any Family Member.

Motor Vehicle means any vehicle with two to four wheels powered by an internal combustion engine and/or electric motor that is appropriately registered for use on public roadways, including:

- 1) automobiles (cars, trucks, vans or sport utility vehicles (SUVs));
- 2) motorcycles or low-power cycles (scooters or mopeds); or
- 3) recreational vehicles (RVs), motor homes or campers, which include living quarters designed for accommodation.

This definition does not include farm equipment; all-terrain vehicles; recreational off-highway vehicles (ROVs, including "side-by-sides" and utility task vehicles (UTVs)); off-road motorcycles; or any vehicle that is being used in a Common Carrier capacity or to carry passengers for a fee.

Occupational Training Program means:

- 1) enrollment in a degree, certificate or licensure program at an accredited trade school, college, university or other institution of higher learning; or
- 2) any professional or trade training program;

that prepares a person for an occupation for which they were not previously qualified.

Paralysis means the total, permanent and irreversible loss of use of one or more limbs without severance.

Participation in a Riot means actively participating in a tumultuous disturbance of the peace by three or more persons assembling of their own authority with intent to mutually assist one another in an illegal or legal act. For purposes of this definition, a riot includes an insurrection or rebellion.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or where required by state law, any other legally qualified practitioner of healing art;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) operating within the scope of their license; and

4) not the Covered Person or a Family Member.

Policy means the policy that We issued to the Policyholder under the Policy Number shown on the face page.

Primary Insured means an Employee who is currently insured under the Policy and this Certificate. (See also You, Your.) This definition also includes a Spouse who has elected to continue coverage under the Extended Continuation provision.

Prior Policy means any similar accident insurance policy or plan:

- 1) replaced by insurance under part or all of the Policy; and
- 2) in effect and maintained or sponsored by:
 - a) the Policyholder on the day before the Policy Effective Date; or
 - b) an employer acquired by the Policyholder at any time after the Policy Effective Date.

Seat Belt means:

- 1) a manufacturer installed lap and/or shoulder restraint, or proper replacement restraints installed to the vehicle manufacturer's specifications, that meets published federal safety standards; or
- 2) a child restraint device that meets current National Safety Council standards and is installed according to manufacturer recommendations for children of like age and weight.

Severe Traumatic Brain Injury means a brain injury that is caused by a traumatic sudden impact to the head, neck or shoulders, or a penetration of the head, that is diagnosed by a Physician with a Glasgow Coma Scale score of 8 or less (or equivalent) and:

- 1) results in irreversible physical damage to the brain;
- 2) prevents a Covered Person from performing the substantial and material functions and activities of a person of like age and gender who is in good health.

Spouse means any individual who, under applicable state law, is recognized as the spouse of an Employee.

Spouse also includes any individual who is a partner to an Employee in a civil union or domestic partnership, or other relationship as recognized and allowed by applicable federal law, state law, or law of the county, city or local government in the Employee's jurisdiction of residence, if:

- 1) an Employee provides acceptable evidence that the requirements of the jurisdiction in which they reside for the establishment of the relationship have been met;
- 2) an Employee submits a Written declaration of partnership signed by both parties acceptable to Us; or
- 3) the Employee and their partner satisfy the Policyholder's requirements for such partnerships.

Student means a Dependent Child who attends a trade school, college, university or other institution of higher learning and is enrolled full-time for their program of study per the requirements of said institution, unless Written approval for other than full-time enrollment has been received from Us.

Substance Use Disorder means the harmful or hazardous use of or dependence on psychoactive substances, including alcohol and illicit drugs.

Surgery means a medical procedure requiring an incision to the skin or tissue and manipulation (typically with instruments) performed on a person's body to diagnose or repair a Covered Injury.

Total Coverage Amount means the total of the Basic and Supplemental Coverage Amount(s) in effect for a Covered Person at the time of a covered Accident.

Treatment means medical advice, diagnosis, care or services (including diagnostic measures) received by a person, or the use of drugs or medicines by a person.

We, Us, Our means Hartford Life and Accident Insurance Company.

Written or Writing means a record or information that may be transmitted by paper or electronic media in accordance with applicable law.

You, Your means an Employee who is currently insured under the Policy and this Certificate. (See also Primary Insured.) This definition also includes a Spouse who has elected to continue coverage under the Extended Continuation provision.

ELIGIBILITY & EFFECTIVE DATES

Eligibility for Coverage

An Employee will become eligible for coverage under the Policy on the later of:

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

A Dependent will become eligible for coverage under the Policy on the later of:

- 1) the date the Employee becomes insured under the Policy; or
- 2) the date You acquire the Dependent.

If more than one person within an immediate family unit is eligible for coverage under the Policy as an Employee of the Policyholder, then:

- 1) no Employee may be covered as a Dependent of the other person; and
- 2) Dependent Child(ren) may only be covered as a Dependent of one Employee.

The date on which an Employee or Dependent becomes eligible for coverage may not be the same date on which insurance begins. The Coverage Effective Date provision describes the date on which insurance begins.

Initial Enrollment

Basic Plan - The Policyholder will automatically enroll each eligible Employee for coverage.

Supplemental Plan - An Employee must enroll for coverage for the Employee and any Dependent(s) within 31 days following the day the Employee or Dependent(s) first become(s) eligible for coverage under the Policy.

If an Employee does not elect coverage during the Employee's or Dependent's initial enrollment period, future enrollment may only occur as provided in the Changes in Coverage provision.

With respect to the Basic Plan:

Coverage Effective Date

Coverage will start on the first day of the month following the date an Employee becomes eligible as described in the Eligibility for Coverage provision.

The Coverage Effective Date for any Employee is subject to the Deferred Coverage Effective Date provision.

With respect to the Supplemental Plan:

Coverage Effective Date

Coverage will start on the latest to occur of:

- 1) the first day of the month following the date an Employee or Dependent becomes eligible as described in the Eligibility for Coverage provision, if enrolled on or before that date;
- 2) the Policy Anniversary following the last day of an Annual Enrollment Period, if an Employee or Dependent is enrolled during an Annual Enrollment Period;
- 3) the first day of the month following the last day of an Additional Enrollment Event, if an Employee or Dependent is enrolled during an Additional Enrollment Event; or
- 4) the first day of the month following the date an Employee or Dependent is enrolled for coverage that requires an enrollment.

In no event will Dependent insurance become effective before an Employee becomes insured. An initial period of coverage for a new Dependent may be available under the New Dependent Coverage provision.

The Coverage Effective Date for any Employee or Dependent is subject to the Deferred Coverage Effective Date provision.

Deferred Coverage Effective Date

All Coverage Effective Dates, Changes in Coverage effective dates and Reinstatement of Coverage effective dates for an Employee and any Dependent(s) will be deferred if an Employee is not Actively at Work on the day coverage would otherwise begin. If deferred, coverage will become effective on the day after the date the Employee has completed one full day of Active Work.

All Coverage Effective Dates, Changes in Coverage effective dates, New Dependent Coverage effective dates and Reinstatement of Coverage effective dates for a Dependent will also be deferred if on the date the Dependent is to become covered, they are Confined or Confined Elsewhere. Such coverage will not start until the day after the Dependent:

- 1) is no longer Confined or Confined Elsewhere; and

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

In no event will Dependent insurance become effective before an Employee becomes insured.

This provision does not apply to:

- 1) Employees who are currently eligible for coverage under the Continuity from a Prior Policy provision;
- 2) any Dependent who was eligible and insured under the Prior Policy on the day before the Policy Effective Date, except when coverage is being reinstated; or
- 3) any disabled child who qualifies under the definition of Dependent Child(ren).

Continuity from a Prior Policy

Coverage under the Policy will begin and will not be deferred if, on the day before the Policy Effective Date, an Employee:

- 1) was insured under a Prior Policy; and
- 2) is otherwise eligible under the Policy but is not Actively at Work on the Policy Effective Date and:
 - a) is on a leave of absence protected under:
 - i. the federal Family and Medical Leave Act (FMLA) or Uniformed Services Employment and Reemployment Rights Act (USERRA); or
 - ii. any other applicable federal or state law that allows for continuation of insurance in certain instances; or
 - b) was eligible for and insured under a continuation provision of a Prior Policy on the day before the Policy Effective Date;

provided the Employee is not insured under any continuation (including any waiver of premium for total disability), portability or conversion provision of a Prior Policy after the Policy Effective Date.

Coverage under this provision is subject to the following additional conditions:

- 1) if coverage is continued for an Employee under this provision, coverage may also be continued for any eligible Dependent(s) who were insured under the Prior Policy;
- 2) the Coverage Amount for any Covered Person under the Policy may not exceed the amount of insurance in effect under the Prior Policy on the day before the Policy Effective Date;
- 3) the Policyholder must notify Us in Writing prior to the Policy Effective Date of the Coverage Amount for any Covered Person under the Prior Policy on the day before the Policy Effective Date;
- 4) coverage is subject to any reductions shown in the Benefit Schedule; and
- 5) insurance under this provision is subject to uninterrupted payment of premium to Us when due.

We reserve the right to request any information We need from the Policyholder to determine whether the conditions necessary to be eligible for insurance under this provision have been satisfied.

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

- 1) the last day of the 12th month on or next following the Policy Effective Date;
- 2) the last day the Employee would have been covered under the Prior Policy, had the Prior Policy not terminated;
- 3) the last day of the continuation period allowed by FMLA, USERRA or applicable federal or state law;
- 4) the date insurance terminates for any reason shown under the Termination of Coverage provision; or
- 5) the date the Employee resumes Active Work for the Policyholder or begins full-time employment with any other employer.

If an Employee is eligible for insurance under this provision, the Employee is not eligible for insurance under any Continuation provision of this Certificate. Except as stated in this provision, coverage under this provision is subject to all other terms and provisions of the Policy.

Changes in Coverage

An Employee may:

- 1) elect, increase, decrease, drop or otherwise change coverage during an Annual Enrollment Period or any Additional Enrollment Event; or
- 2) increase, decrease, drop or otherwise change coverage within 31 days of a Change in Family Status.

Any change in coverage requested by an Employee will become effective on:

- 1) the Policy Anniversary following the last day of an Annual Enrollment Period, if the change is requested during such period;
 - 2) the first day of the month following the last day of an Additional Enrollment Event, if the change is requested during such event; or
 - 3) the date on which the change is requested following a Change in Family Status;
- subject to the Deferred Coverage Effective Date provision.

An initial period of coverage for a new Dependent may be available under the New Dependent Coverage provision.

Any change in coverage requested by the Policyholder or as a result of a change in the terms of the Policy will become effective on the first day of the month following the date of the request or change.

New Dependent Coverage

If You:

- 1) marry or enter a partnership with an individual who satisfies the definition of Spouse; or
- 2) acquire a child who satisfies the definition of Dependent Child(ren);

while covered under the Policy, the new Dependent will be automatically covered under the Policy for 31 days from the date of marriage, partnership or acquisition, subject to the Deferred Coverage Effective Date provision.

If Dependent coverage requires an election under the Policy, You must enroll the Dependent for coverage subject to the Changes in Coverage provision in order for the Dependent to remain insured beyond the initial 31 day period.

Waiver of Participation in Non-Contributory Plans

An Employee may choose to waive participation in the Policy if premiums are 100% paid by the Policyholder (non-contributory) due to any of the following:

- 1) religious or faith-based reasons;
- 2) to avoid possible federal or state income tax liability; or
- 3) for any other reason approved by Us.

For the waiver of participation to be considered by Us, an Employee must submit a signed, Written request. The waiver will not become effective until the request is received and recorded by Us.

The waiver will be irrevocable for one full year (12 months) from the date it is recorded by Us. After one full year has passed, if the Employee would like to become covered under the Policy, the Employee may do so subject to the Changes in Coverage provision.

TERMINATION OF COVERAGE

Termination of Coverage

Coverage for You and any Dependent(s) will end on the earliest of the following:

- 1) the last day of the month during which You become no longer eligible for insurance under any provision of the Policy;
- 2) the last day of the month during which You are no longer in an Eligible Class or the Policy no longer covers Your class;
- 3) the last day of the month during which You request We terminate coverage, subject to the Changes in Coverage provision;
- 4) the date the required premium is due but not paid; or
- 5) the date the Policy terminates.

Coverage for a Dependent will also end on the last day of the month during which a Dependent no longer satisfies the definition of Spouse or Dependent Child(ren).

When coverage would otherwise end, You or an insured Spouse, in certain circumstances may be able to continue insurance:

- 1) under a Continuation provision; or
- 2) under the Extended Continuation provision.

Termination of coverage has no effect on benefits payable for an Accident or a Covered Injury that occurred while a Covered Person was insured under the Policy.

REINSTATEMENT OF COVERAGE

Reinstatement of Coverage

Coverage for an Employee and any previously insured Dependent(s) under the Policy may be reinstated after it ends if the Employee:

- 1) returns to an Eligible Class within 12 months from the date coverage ended; and
- 2) requests reinstatement within 31 days from their return to an Eligible Class, if coverage requires an election under the Policy;

except for coverage that ended due to non-payment of premium or voluntary termination of coverage by an Employee.

We will credit any time the Employee and any Dependent(s) were previously insured under the Policy toward the satisfaction of the Eligibility Waiting Period.

Reinstated coverage will become effective on the first day of the month following the date on which the reinstatement is requested, subject to the Deferred Coverage Effective Date provision.

Reinstated coverage is subject to all other terms and provisions of the Policy.

If coverage ended due to non-payment of premium or voluntary termination of coverage by an Employee, reinstatement is not available and the Employee may not re-enroll until the next Annual Enrollment Period or Additional Enrollment Event occurs.

Reinstatement is also not available for coverage that an Employee or any Dependent(s) continued under the Extended Continuation provision, unless such coverage is cancelled or surrendered.

CONTINUATION

CONTINUATION

Continuation

You may be able to continue coverage for You and any Dependent(s) in certain circumstances when You are no longer Actively at Work. The Continuation Option(s) are explained below.

Any coverage continued under this provision through any of the Continuation Option(s) is subject to the following conditions:

- 1) We must continue to receive premium payment when due (premiums must be paid by You or paid on Your behalf); and
- 2) the Policyholder must approve the continuation.

Coverage continued under this provision will end on the last day of the month on or next following the earliest of the day:

- 1) the applicable continuation time period has expired, as described in the Continuation Option(s);
- 2) You return to Active Work for the Policyholder; or
- 3) You begin full-time employment with an employer other than the Policyholder.

Coverage continued under this provision will also end in accordance with the Termination of Coverage provision. Except as described in this provision, coverage continued under this provision is subject to all other terms and provisions of the Policy.

Continuation Option(s)

Federal or State Laws: The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain circumstances for medical leaves of absence, military leaves of absence, other leaves of absence, layoff or termination of employment.

If You are not Actively at Work and are eligible to continue insurance under one of these laws, coverage may be continued for up to the time period allowed by the law that enables the continuation. Contact the Policyholder for additional information regarding continuation options that may be available through federal or state laws.

EXTENDED CONTINUATION

Extended Continuation

You or an insured Spouse, in certain circumstances, may continue coverage under the Policy when insurance would otherwise end under the Termination of Coverage provision.

You may be able to continue coverage for You and any insured Dependent(s) under this provision when You:

- 1) are no longer Actively at Work and are not eligible for coverage under any other Continuation provision in this Certificate; or
- 2) are no longer employed by the Policyholder, including retirement.

If You are eligible to continue coverage under this provision, then You must elect insurance under this provision in order for any Dependent(s) to remain eligible for coverage.

An insured Spouse may be able to continue coverage under this provision for themselves and any insured Dependent Child(ren):

- 1) in the event of Your death;
- 2) in the event of divorce, dissolution of partnership or legal separation from You; or
- 3) when You enter active duty service or training in any military for a period of 31 days or more and are no longer eligible under the Policy as an Employee.

If an insured Spouse continues coverage under this provision, the Spouse will become a Primary Insured going forward. Any Dependent Child(ren) may be covered under the Employee or the Spouse, but not both.

Requesting Extended Continuation

When coverage under the Policy would otherwise end, notice of the right to continue coverage under this provision will be given. To elect Extended Continuation, You or Your insured Spouse must send a request to Us.

The request and the initial premium due must be received within 31 days after insurance under the Policy would otherwise end. If timely notice is not given, an extension of the period of time in which to request continued coverage under this provision will be allowed. You or Your Spouse will have 15 days from the date notice is received to submit the request and initial premium. However, in no event will a request be accepted by Us if received more than 91 days after the date coverage under the Policy would otherwise end, even if notice is not received.

Coverage continued under this provision:

- 1) will become effective on the first day of the month following the date coverage under the Policy would otherwise end, so that there is no interruption in coverage; and
- 2) is subject to continued payment of premium as due, including any portion of the premium that was previously paid for by the Policyholder.

Coverage continued under this provision will end on the earliest of:

- 1) the last day of the month during which You resume Active Work for the Policyholder;
- 2) the last day of the month on or next following the date that is 5 years from the date continuation under this provision began.

Coverage continued under this provision will also end in accordance with the Termination of Coverage provision. Except as described in this provision, coverage continued under this provision is subject to all other terms and provisions of the Policy.

BENEFITS

All benefits are subject to all the applicable requirements, maximums, Definitions, Exclusions and other provisions of the Policy. The Benefit Amounts shown in the Benefit Schedule may be adjusted or reduced based on other benefits payable or previously paid under the Policy, as described in the following provisions. Please read all sections of the Certificate carefully in order to fully understand each benefit.

Benefits are only payable for an Accident that occurs while a Covered Person is insured under the Policy. We will not pay benefits for an Accident that occurred prior to a Covered Person's effective date of coverage under the Policy.

DEATH, DISMEMBERMENT & FUNCTIONAL LOSS BENEFIT(S)

The total benefit amount payable for any Covered Person in the Death, Dismemberment & Functional Loss category and the Specified Injury Benefit(s) category will not exceed the Basic Death Benefit Amount for a Covered Person except for the Common Carrier Death Benefit or unless otherwise indicated within any Death, Dismemberment & Functional Loss Benefits or any Specified Injury Benefit(s) provision.

DEATH

Basic Death Benefit

We will pay the Basic Death Benefit Amount shown in the Benefit Schedule if a Covered Person dies as the result of one or more Covered Injuries sustained in an Accident.

The death must occur within 365 days after the Accident and be independent of all other causes.

This benefit is not payable if the Common Carrier Death Benefit is payable for a Covered Person as a result of the same Accident. The Basic Death Benefit Amount will be reduced by the amount of any other Death, Dismemberment & Functional Loss Benefits paid for a Covered Person as the result of the same Accident, unless otherwise indicated within any Death, Dismemberment & Functional Loss Benefits provision.

Common Carrier Death Benefit

We will pay the Common Carrier Death Benefit Amount shown in the Benefit Schedule, up to the Common Carrier Death Benefit Maximum, if a Covered Person dies as the result of one or more Covered Injuries sustained in an Accident while a fare-paying passenger on a Common Carrier.

The death must occur within 365 days after the Accident and be independent of all other causes.

The Common Carrier Death Benefit Amount will be reduced by the amount of:

- 1) any Severe Traumatic Brain Injury Benefit; and
- 2) any other Death, Dismemberment & Functional Loss Benefit(s);

paid for a Covered Person as the result of the same Accident, unless otherwise indicated within any benefit provision.

Transportation of Remains Benefit

We will pay a benefit for expense(s) reasonably incurred for the preparation and transportation of a Covered Person's remains, if:

- 1) a Covered Person dies as the result of an Accident for which a death benefit is payable under the Policy; and
- 2) the death occurs more than 100 miles away from their primary residence.

The benefit amount payable is equal to the expense incurred for the transportation of remains, up to the lesser of the Transportation of Remains Benefit Amount or the Transportation of Remains Benefit Maximum shown in the Benefit Schedule.

This benefit is only payable once under the Policy for each Covered Person.

This benefit is not payable for the transportation expense of any person accompanying the remains.

Proof of the expense incurred for the preparation and transportation of the remains must be submitted with the claim. Mileage is measured as the distance from the Covered Person's primary residence to the location where the death occurred, and to the mortuary or funeral home.

This benefit is payable in addition to any other benefits payable under the Policy.

Funeral Expense Benefit

We will pay a benefit for funeral expense(s) reasonably incurred for a Covered Person, if a Covered Person dies as the result of an Accident for which a death benefit is payable under the Policy. The benefit amount payable is equal to the total expense incurred for the:

- 1) services and materials provided by an undertaker, crematorium or funeral home in conjunction with the burial or cremation of the deceased; and
- 2) purchase of a cemetery plot, tomb or mausoleum for the burial or interment of the deceased, including a plaque, tombstone or monument;

up to lesser of the Funeral Expense Benefit Amount or the Funeral Expense Benefit Maximum shown in the Benefit Schedule.

Proof of the expense(s) incurred for the funeral must be submitted with the claim.

This benefit is payable in addition to any other benefits payable under the Policy.

Exposure and Disappearance

If a Covered Person is unavoidably exposed to the elements of nature as the direct result of an Accident and as a result of such exposure dies, the Covered Person will be presumed to have died, for the purpose of any death benefit, as the result of the Accident.

A Covered Person will be presumed to have died, for the purpose of any death benefit:

- 1) if the Covered Person disappears and the disappearance:
 - a) is caused solely and directly by an Accident that could reasonably have caused death; and
 - b) is independent of all other causes; and
- 2) the Covered Person's body is not found within 1 year from the date of disappearance (unless otherwise required or allowed by applicable law) despite reasonable search efforts; and
- 3) a valid death certificate is issued for the Covered Person by a court of appropriate jurisdiction.

DISMEMBERMENT/FUNCTIONAL LOSS

Dismemberment/Functional Loss Benefit

We will pay the applicable Dismemberment/Functional Loss Benefit Amount shown in the Benefit Schedule if a Covered Person sustains one or more Covered Injuries that result in a Dismemberment or Functional Loss. For any Catastrophic Dismemberment/Functional Loss Benefit to be payable, the Covered Injury(ies) that qualify(ies) for the benefit must be sustained by the Covered Person as a result of the same Accident.

The Dismemberment must occur, or the Functional Loss must be diagnosed by a Physician or Medical Professional, within 365 days after the Accident and be independent of all other causes.

If a Covered Injury falls under more than one of the Dismemberment or Functional Loss classifications shown in the Benefit Schedule, or if more than one form of Dismemberment occurs for parts of the same limb, only the highest applicable benefit amount is payable. If We pay this benefit and subsequently an additional Dismemberment or Functional Loss is sustained by a Covered Person for the same body part for which a higher benefit is payable as a result of the Accident, We will pay any difference in the two amounts as an additional benefit amount.

PARALYSIS

Paralysis Benefit

We will pay the applicable Paralysis Benefit Amount shown in the Benefit Schedule if a Covered Person sustains one or more Covered Injuries that result in Paralysis.

The Paralysis must be diagnosed by a Physician within 365 days after the Accident and be independent of all other causes. This benefit is only payable once per Accident for each Covered Person.

COMA

Coma Benefit

We will pay the Coma Benefit Amount shown in the Benefit Schedule for each month a Covered Person is in a Coma for 30 or more consecutive days as the result of one or more Covered Injuries.

The Covered Person must become Comatose within 30 days after the Accident.

Once the minimum Coma duration is satisfied, the monthly benefit is payable for each month during which the Covered Person became or remains Comatose, until the earliest to occur of:

- 1) the end of the month in which the Covered Person recovers from the Coma;
- 2) the end of the month in which the Covered Person dies;
- 3) the total benefits paid under the Policy for this Coma Benefit and any Dismemberment/Functional Loss and Paralysis or Severe Traumatic Brain Injury benefits paid for the same Accident reach the applicable Basic Death Benefit Amount for the Covered Person; or
- 4) a total of 20 monthly payments have been made.

SPECIFIED INJURY BENEFIT(S)

The total benefit amount payable for any Covered Person in the Death, Dismemberment & Functional Loss category and the Specified Injury Benefit(s) category will not exceed the Basic Death Benefit Amount for a Covered Person except for the Common Carrier Death Benefit or unless otherwise indicated within any Death, Dismemberment & Functional Loss Benefits or any Specified Injury Benefit(s) provision.

Severe Traumatic Brain Injury Benefit

We will pay the Severe Traumatic Brain Injury Benefit Amount shown in the Benefit Schedule if a Covered Person is diagnosed with a Severe Traumatic Brain Injury as the result of an Accident.

The initial Treatment of the brain injury must occur within 3 days after the Accident. The diagnosis of Severe Traumatic Brain Injury must occur by a Physician within 365 days after the Accident.

ENHANCEMENT BENEFIT(S)

Seat Belt Benefit

We will pay an increased benefit if a Covered Person dies or sustains one or more of the following Covered Injuries:

- 1) Dismemberment/Functional Loss;
- 2) Paralysis; and
- 3) Coma

as the result of an Accident that occurred while the Covered Person was operating or riding in a Motor Vehicle while wearing a properly fastened Seat Belt. This benefit increases the total benefits payable for an Accident for death and the specified Covered Injuries by the percentage shown in the Benefits Schedule, up to the Seat Belt Benefit Maximum.

A copy of the police report for the Accident documenting proper Seat Belt usage by a Covered Person must be submitted with the claim.

If it cannot be determined that the Covered Person was wearing a Seat Belt at the time of the Motor Vehicle Accident, the Seat Belt Minimum Benefit shown in the Benefit Schedule is the maximum benefit amount payable for this benefit.

This benefit will not be paid for a Covered Person if at the time of the Accident:

- 1) the Covered Person was breaking any laws of the jurisdiction in which the Accident occurred; or
- 2) a Seat Belt was used to restrain more than one person at the time of the Accident, including the Covered Person.

Air Bag Benefit

If the Seat Belt Benefit is payable for a Motor Vehicle Accident for a Covered Person under the Policy, We will pay an additional increased benefit if at the time of the Motor Vehicle Accident the Covered Person was:

- 1) positioned in a seat:
 - a) equipped with an Air Bag; or
 - b) designed by the vehicle manufacturer to be protected by one or more Air Bags; and
- 2) wearing a properly fastened Seat Belt when the Air Bag deployed.

This benefit increases total benefits payable for an Accident for death and the following Covered Injuries:

- 1) Dismemberment/Functional Loss;
- 2) Paralysis; and
- 3) Coma;

by the percentage shown in the Benefits Schedule, up to the Air Bag Benefit Maximum.

A copy of the police report for the Accident documenting:

- 1) proper Seat Belt usage by a Covered Person;
- 2) the positioning of the Covered Person; and
- 3) the deployment of an Air Bag;

must be submitted with the claim.

FAMILY CARE BENEFIT(S)

Child Higher Education Benefit

For purposes of this benefit, the term Student does not include a Dependent Child attending high school.

This benefit is payable to the Student or, if a minor child, to the individual or entity that would otherwise incur the education expense on behalf of the Student. If no such individual or entity can be identified, this benefit is payable in accordance with the Payment of Claims provision of this Certificate.

We will pay an annual benefit for higher education expenses reasonably incurred for a Student if:

- 1) You or Your Spouse die as the result of an Accident for which a death benefit is payable under the Policy; and
- 2) Your or Your Spouse's Dependent Child is a Student; or
- 3) if not already enrolled, Your or Your Spouse's Dependent Child is enrolled as a Student within 365 days of the date of Your or Your Spouse's death.

The benefit amount is based on the Total Coverage Amount for the deceased person in effect at the time of the Accident. The benefit amount payable each year is equal to the expenses incurred for the Student's higher education, up to the

lesser of the Child Higher Education Benefit Amount or the Child Higher Education Benefit Maximum shown in the Benefit Schedule.

This benefit is payable at the end of each year for each Student that is enrolled within the required time frame and participates in their program of study, until the earliest to occur of:

- 1) a total of 6 annual payments have been made; or
- 2) the end of the year in which the Dependent Child reaches age 26.

A Student does not have to be covered under the Policy for this benefit to be payable.

Proof of enrollment as a Student in the required time frame and proof of expenses incurred for higher education for the current year must be submitted with the claim.

This benefit is payable in addition to any other benefits payable under the Policy.

Spouse Education Benefit

This benefit is payable to Your Spouse.

We will pay an annual benefit for one year of education or training expenses reasonably incurred for Your Spouse, if:

- 1) You die as the result of an Accident for which a death benefit is payable under the Policy;
- 2) Your Spouse requires education or training in order to be able to obtain an independent source of income following Your death; and
- 3) Your Spouse is enrolled in an Occupational Training Program within 365 days from the date of Your death.

The benefit amount is based on the Total Coverage Amount in effect for You at the time of the Accident. The benefit amount payable each year is equal to the expenses incurred for Your Spouse's education/training, up to the lesser of the Spouse Education Benefit Amount or the Spouse Education Benefit Maximum shown in the Benefit Schedule.

This benefit is payable to Your Spouse at the end of each year in which the education/training occurs until a total of 4 annual payments have been made.

A Spouse does not have to be covered under the Policy for this benefit to be payable. Proof of Your Spouse's Occupational Training Program expenses must be furnished at the time of claim.

Proof of enrollment in an Occupational Training Program in the required time frame and proof of expenses incurred for the program for the current year must be submitted with the claim.

This benefit is payable in addition to any other benefits payable under the Policy.

Family Care Benefit

If this benefit is payable following Your death, this benefit is payable to Your Spouse.

We will pay the Family Care Benefit Amount shown in the Benefit Schedule, up to the Family Care Benefit Maximum, if an expense is incurred for Family Care for one or more Eligible Family Members if:

- 1) You die as the result of an Accident for which a death benefit is payable under the Policy; and
- 2) Your Spouse (the surviving party) incur(s) an expense for Family Care as a result of family needs changing following the death.

The benefit is payable for each month following the date of the Accident in which an expense is incurred for Family Care until a total of 24 monthly payments have been made. This benefit is only payable:

- 1) once per month, regardless of the number of Eligible Family Members for which care is received; and
- 2) for Family Care provided at a Family Care Center.

An Eligible Family Member does not have to be insured under the Policy for this benefit to be payable. Proof of the expense incurred by Your Spouse for Family Care must be submitted with the claim.

This benefit is not payable following the death of Your Dependent(s). This benefit is payable in addition to any other benefits payable under the Policy.

EXCLUSIONS

The exclusions included below apply to all benefits included in this Certificate unless otherwise noted below. Please note that certain benefits may have additional limitations or requirements presented in the benefit provisions and definitions of this Certificate.

Exclusions

No benefits are payable under the Policy for any Accident, Injury or loss that results from, is caused by, is contributed to by or occurs during a Covered Person's:

- 1) suicide or attempted suicide, whether sane or insane, or intentional self-infliction;
- 2) voluntary intoxication (as defined by the law of the jurisdiction in which the Injury or loss occurred) or while under the influence of any narcotic, drug or controlled substance unless administered by or taken according to the instruction of a Physician or Medical Professional;
- 3) voluntary intoxication through use of poison, gas or fumes, whether by ingestion, injection, inhalation or absorption;
- 4) voluntary commission of or attempt to commit a felony, voluntary participation in illegal activities (except for misdemeanor violations), voluntary Participation in a Riot, or voluntary engagement in an illegal occupation;
- 5) incarceration or imprisonment following conviction for a crime;
- 6) travel in or descent from any vehicle or device for aviation or aerial navigation, except:
 - a) as a fare-paying passenger in a commercial aircraft (other than a charter airline) that flies at a level no higher than the Earth's stratosphere on a regularly scheduled passenger flight; or
 - b) while traveling on business of the Policyholder;
- 7) travel in or descent from any vehicle or device for aviation or aerial navigation:
 - a) as a pilot, student pilot or crewmember;
 - b) as a flight instructor or examiner;
 - c) owned, operated or leased by or on behalf of the Policyholder or any employer or organization whose employees or members are covered under the Policy;
- 8) riding in or on any motor vehicle or aircraft engaged in acrobatic tricks/stunts (for motor vehicles), acrobatic/stunt flying (for aircraft), endurance tests, off-road activities (for motor vehicles), or racing;
- 9) participation in any organized sport in a professional or semi-professional capacity for which the Covered Person receives remuneration or payment;
- 10) participation in abseiling, base jumping, Bossaball, bouldering, bungee jumping, cave diving, cliff jumping, free climbing, freediving, freerunning, hang gliding, ice climbing, Jai Alai, jet powered flight, kite surfing, kiteboarding, lugging, missed climbing, mountain biking, mountain boarding, mountain climbing, mountaineering, parachuting, paragliding, parakiting, paramotoring, parasailing, Parkour, proximity flying, rock climbing, sail gliding, sandboarding, scuba diving, sepak takraw, slacklining, ski jumping, skydiving, sky surfing, speed flying, speed riding, train surfing, tricking, wingsuit flying, or other similar extreme sports or high risk activities;
- 11) active duty service or training in the military (naval force, air force or National Guard/Reserves or equivalent) for service/training extending beyond 31 days of any state, country or international organization, unless specifically allowed by a provision of this Certificate;
- 12) involvement in any declared or undeclared war or act of war (not including acts of terrorism), while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer; or
- 13) use of illegal fireworks (as defined by the law of the jurisdiction in which the Injury or loss occurred) or the use of any legal fireworks when not following the manufacturer's lighting instructions.

If You notify Us of active duty service or training, We will refund any premiums paid for any period for which no coverage is provided as a result of the exclusion.

In addition, We will not pay for any benefits under the Policy, unless required by law, for:

- 1) medical mishap or negligence on the part of any acupuncturist, chiropractor, therapist, Physician or Medical Professional, including malpractice;
- 2) Treatment, supplies or services provided by, through or on behalf of any government agency or program, unless payment is required by a Covered Person;
- 3) elective or cosmetic surgery or procedures classified by the treating Physician to be elective or cosmetic, except for reconstructive surgery incidental to or following surgery for trauma of the involved body part; and
- 4) dental care or Treatment, except for Treatment due to an Injury to sound natural teeth within 12 months of the Accident.

CLAIM PROVISIONS

Notice of Claim

Notice of claim may be given to Us within 20 days after the start of any loss covered by the Policy, or as soon as reasonably possible. Notice given by or on behalf of a Covered Person to Us, or to Our authorized agent, with information sufficient to identify the Covered Person, shall be notice to Us.

Failure to give notice within this time frame will not invalidate nor reduce any claim.

Claim Forms

When We receive Notice of Claim, We will send claim forms. If the claimant does not receive the forms within 15 days after Notice of Claim is sent, Proof of Loss may be sent to Us without waiting to receive the claim forms.

Proof of Loss

The claimant must send proof of loss to Us. This proof must be provided within 90 days after the date of the loss. If it is not reasonably possible to give proof in this time, proof must be provided as soon as reasonably possible. Proof of loss may not be given more than one year after the date:

- 1) of an Accident;
- 2) of service or Treatment for any Covered Injury; or
- 3) an expense or service is incurred as the result of an Accident;

for which benefits are sought unless the claimant is legally incapacitated.

For any benefits payable on a monthly basis We may request subsequent proof of loss throughout the ongoing period, as reasonably required. If requested, We must receive the proof within 30 days of the request unless the claimant is legally incapacitated.

Physical Examinations and Autopsy

We, at Our own expense, shall have the right and opportunity to have:

- 1) a Covered Person for whom a claim is made examined by a Physician or Medical Professional of Our choice during the pendency of a claim as often as reasonably required; and
- 2) an autopsy conducted for a Covered Person for whom a claim is made in case of death, where not prohibited by law.

Time of Payment of Claims

Benefits payable under the Policy, other than any benefit(s) payable on a monthly basis, will be paid within 30 days after Our receipt of due Proof of Loss. Any benefit(s) payable on a monthly basis:

- 1) are payable not less frequently than monthly and within 30 days after Our receipt of due Proof of Loss as described in the applicable benefit provision;
- 2) may, at Our option, be paid in advance based on Our estimated duration of monthly benefits payable; and
- 3) will be paid as soon as possible after Our receipt of due Proof of Loss, if unpaid at the termination of the monthly benefit period.

Payment of Claims

All benefits are payable to You unless otherwise indicated in any benefit provision. Any benefits unpaid at the time of Your death, or benefits payable as a result of Your death, will be paid to Your designated beneficiary(ies) or if none, then in the following order to:

- 1) Your Spouse;
- 2) Your children;
- 3) any individual who is a partner to You in a civil union or domestic partnership, or other relationship as recognized and allowed by applicable law in Your jurisdiction of residence;
- 4) Your parents;
- 5) Your siblings; or
- 6) Your estate;

unless otherwise indicated in any benefit provision.

Beneficiary Designation

In the event of Your death, You should designate one or more beneficiaries to receive any benefits under the Policy that are unpaid at the time of Your death. Beneficiary records will be kept by the Policyholder, plan administrator or the office/system where beneficiary records for the Policy are kept. The most current beneficiary designation in effect under a Prior Policy will be accepted as a beneficiary designation under the Policy until changed (if applicable).

Certain states are community property states. If You live in a community property state and designate someone other than Your Spouse as a beneficiary, state law may require that Your Spouse consent to such designation. If spousal consent to the designation is not obtained, then such designation may not be effective. Please consult Your legal advisor for

additional information. Community property states as of the Policy Effective Date include: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.

Change of Beneficiary

The beneficiary may be changed at any time by You or Your assignee (if You assigned this insurance). To make a change, a request should be provided to the Policyholder, plan administrator or to the office/system where beneficiary records for the Policy are kept. If it is not known where the records are kept, then the request may be provided to Us. When received by the Policyholder, plan administrator, office/system where beneficiary records for the Policy are kept or Us, the change will take effect as of the date the request is signed. The change will not apply to any payments or other action taken by Us before the request was received.

The right to change of beneficiary is reserved to You, and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary, unless the current beneficiary designation is irrevocable. In no event may a Power of Attorney change a beneficiary designation, unless legally granted by You or Your assignee (if you absolutely assigned this insurance).

Claim Denial

If a claim for benefits is wholly or partly denied, the claimant 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 Policy 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

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

- 1) must submit a Written request for review within:
 - a) 180 days of receipt of Claim Denial if the claim requires Us to make a determination of an Accident or other loss; or
 - b) 60 days of receipt of Claim Denial if the claim does not require Us to make a determination of an Accident or other loss; 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.

Overpayment Recovery

We have the right to recover from You or the recipient of benefits any amount that We determine to be an overpayment. You or the recipient of benefits has the obligation to refund to Us any such amount.

If benefits are overpaid on any claim, You or the recipient of benefits must reimburse Us within 90 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) You;
 - b) any other person to or for whom payment was made; or
 - c) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors until full reimbursement is made;
- 3) refer the unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

GENERAL PROVISIONS

Entire Contract

This insurance is provided under a contract of group insurance with the Policyholder. The entire contract between the Policyholder and Us includes the following:

- 1) the Policy, which includes the Certificate(s) for each Eligible Class of the Policy;
- 2) the Policyholder's signed application (if any); and
- 3) any riders, amendments or endorsements to the Policy.

Statements

In the absence of fraud, all statements made by the Policyholder or any Covered Person are considered representations and not warranties. No statement made by a Covered Person will be used in any contest unless a copy of the statement is furnished to the Covered Person, their beneficiary or personal representative.

Time Limit on Certain Defenses

Absent a showing of intentional fraud, no statement concerning insurability made by any Covered Person shall be used to contest the validity of the insurance for which the statement was made after this Policy has been in force for two years. In order to be used, the statement must be in Writing and signed by the person making the statement. However, We are not precluded at any time from asserting defenses based upon the person's ineligibility for coverage under this Policy, or upon other provisions in the Policy.

Legal Actions

No legal action may start:

- 1) until 60 days after Proof of Loss has been given; or
- 2) more than 3 years after the time Proof of Loss is required to be given.

Misstatement of Age

If the age of any Covered Person has been misstated the true facts will be used to determine:

- 1) if, and for what amount, coverage should have been in force; and
- 2) if the Covered Person is eligible for any benefit that includes age-based requirements.

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; and
- 2) 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.

Insurance Fraud

Insurance fraud occurs when any person or the Policyholder provides 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 a person or the Policyholder commits 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 a person or the Policyholder perpetrate insurance fraud.

Conformity with State and Federal Laws

Any provision of the Policy that is contrary to the law of the jurisdiction in which it is delivered or with any other applicable law is amended to meet the minimum requirements of the law.

Time Periods

Unless otherwise specifically stated, all time periods begin and end at 12:01 A.M., Standard Time at the place where the Policy is delivered.

Workers' Compensation

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

Unpaid Premium

Upon the payment of a claim, any premium then due and unpaid may be deducted from the claim payment.

How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

- **Accident, accident and health, or health insurance (including HMOs):**
 - Up to \$500,000 for health benefit plans, with some exceptions.
 - Up to \$300,000 for disability income benefits.
 - Up to \$300,000 for long-term care insurance benefits.
 - Up to \$200,000 for all other types of health insurance.
- **Life insurance:**
 - Up to \$100,000 in net cash surrender or withdrawal value.
 - Up to \$300,000 in death benefits.
- **Individual annuities:**
 - Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.
- **Other policy types:** Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.
- **Individual aggregate limit:** Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.
- **Parts of some policies might not be protected:** For example, there is not protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:

Texas Life and Health Insurance Guaranty Association

515 Congress Avenue, Suite 1875
Austin, Texas 78701
1-800-982-6362 or www.txlifega.org

For questions about insurance, contact:

Texas Department of Insurance

P.O. Box 12030
Austin, Texas 78711-2030
1-800-252-3439 or www.tdi.texas.gov

Note: You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). These protections apply to insolvencies that occur on or after September 1, 2019. **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.