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**GROUP  
BENEFIT  
PLAN**

**NORTH AMERICAN DIVISION OF SEVENTH-DAY ADVENTISTS**



The following provisions are applicable to residents of North Carolina.

**PRE-EXISTING LIMITATION  
READ CAREFULLY**

**NO BENEFITS WILL BE PAYABLE UNDER THIS PLAN FOR PRE-EXISTING CONDITIONS WHICH ARE NOT COVERED UNDER THE PRIOR PLAN. PLEASE READ THE LIMITATIONS IN THIS CERTIFICATE.**

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

**READ YOUR CERTIFICATE CAREFULLY.**



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PS-M-90



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

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**CERTIFICATE OF INSURANCE**

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

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This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

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

according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

**Richard G. Costello, Secretary**

**John C. Walters, President**

## SCHEDULE OF INSURANCE

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

Policyholder: NORTH AMERICAN DIVISION OF SEVENTH-DAY ADVENTISTS

Group Insurance Policy: GLT-673832

Plan Effective Date: January 1, 2001

### **THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF JANUARY 1, 2008.**

This plan of Disability Insurance provides you with loss of income protection if you become disabled from a covered accidental bodily injury, sickness or pregnancy.

#### **Must you contribute toward the cost of coverage?**

You do not contribute toward the cost of coverage.

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

Eligible Class(es): All Active Full-time denominational Employees who are U.S. citizens, U.S. residents or based in Bermuda excluding Adventist Risk Management, LaSierra University, Employees of the Employers of the North Pacific Union Conference, Employees of Illinois Conference and Broadview Academy, Southern California Conference, Pacific Union College, Texas Conference, Linda Loma University, temporary and seasonal employees

Full-time Employees: 35 hours weekly

**Maximum Monthly Benefit:** \$6,000

The **Minimum Monthly Benefit** will be the greater of:

- \$100; or
- 10% of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits.

**Benefit Percentage:** 66 2/3%

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

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

If You start working for the Employer after the Plan Effective Date, You are eligible for coverage on the later of the Plan Effective Date or the date You enter an eligible class.

**The Elimination Period** is the period of time You must be Disabled before benefits become payable. It is the last to be satisfied of the following:

1. the first 90 consecutive day(s) of any one period of Disability; or
2. with the exception of benefits required by state law, the expiration of any Employer sponsored short term disability benefits or salary continuation program.

## MAXIMUM DURATION OF BENEFITS TABLE

<b>Age When Disabled</b>	<b>Benefits Payable</b>
Prior to Age 63	To Normal Retirement Age or 48 months, if greater
Age 63	42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

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

The above table shows the maximum duration for which benefits may be paid. All other limitations of the plan will apply.

## ELIGIBILITY AND ENROLLMENT

### **Who are Eligible Persons?**

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

### **When will You become eligible?**

You will become eligible for coverage on either:

1. the Plan Effective Date, if You have completed the Eligibility Waiting Period; or if not
2. the date on which You complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

### **How do You enroll?**

Eligible Persons will be enrolled automatically by the Employer.

## WHEN COVERAGE STARTS

### When does Your coverage start?

If You are not required to contribute toward the plan's cost, Your coverage will start on the date You become eligible.

## DEFERRED EFFECTIVE DATE

### When will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?

Your effective date will be deferred if You are absent from work due to:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date Your insurance or increase in coverage would otherwise have taken effect. When so deferred, Your insurance, or increase in coverage will not become effective until You are Actively at Work for one full day. Other Employer approved absences will not cause Your effective date to be deferred if You were Actively at Work on the preceding scheduled work day.

## CHANGES IN COVERAGE

### Do coverage amounts change if there is a change in Your class or Your rate of pay?

Your coverage may increase or decrease on the date there is a change in Your class or Monthly Rate of Basic Earnings. However, no increase in coverage will be effective unless on that date You:

1. are an Active Full-time Employee; and
2. are not absent from work due to being Disabled.

If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Rate of Basic Earnings will become effective until the date we receive notice of the change.

### What happens if the Employer changes the plan?

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, subject to the following limitations on an increase:

1. the Deferred Effective Date provision; and
2. Pre-existing Conditions Limitations.

## BENEFITS

### When do benefits become payable?

You will be paid a monthly benefit if:

1. You become Disabled while insured under this plan;
2. You are Disabled throughout the Elimination Period;
3. You remain Disabled beyond the Elimination Period;
4. You are, and have been during the Elimination Period, under the Regular Care of a Physician; and
5. You submit Proof of Loss satisfactory to us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly.

**When will benefit payments terminate?**

We will terminate benefit payment on the first to occur of:

1. the date You are no longer Disabled as defined;
2. the date You fail to furnish Proof of Loss, when requested by us;
3. the date You are no longer under the Regular Care of a Physician, or refuse our request that You submit to an examination by a Physician;
4. the date You die;
5. the date Your Current Monthly Earnings exceed:
  - a) 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation;
  - b) an amount that is equal to the product of Your Indexed Pre-disability Earnings and the Benefit Percentage if You are receiving benefits for being Disabled from Any Occupation;
6. the date determined from the Maximum Duration of Benefits Table shown in the Schedule of Insurance;
7. the date no further benefits are payable under any provision in this plan that limits benefit duration; or
8. the date You refuse to participate in a Rehabilitation program or, refuse to cooperate with or try:
  - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
  - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
  - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
  - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation,

provided a qualified Physician agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation; or

9. the date You refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition.

**MENTAL ILLNESS AND SUBSTANCE ABUSE BENEFITS**

**Are benefits limited for Mental Illness or Substance Abuse?**

If You are Disabled because of:

1. Mental Illness that results from any cause;
2. any condition that may result from Mental Illness;
3. alcoholism; or
4. the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance,

then, subject to all other Policy provisions, benefits will be payable:

1. only for so long as You are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
2. when You are not so confined, a total of 24 months for all such Disabilities during Your lifetime.

**RECURRENT DISABILITY**

**What happens if You return to work but become Disabled again?**

Attempts to return to work as an Active Full-time Employee during the Elimination Period will not interrupt the Elimination Period, provided no more than 15 such return-days are taken.

Any day You were Actively at Work will not count towards the Elimination Period.

After the Elimination Period, when a return to work as an Active Full-time Employee is followed by a recurrent Disability, and such Disability is:

1. due to the same cause; or
2. due to a related cause; and
3. within 6 month(s) of the return to work,

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided the Group Insurance Policy remains in force.

If You return to work as an Active Full-time Employee for 6 month(s) or more, any recurrence of a Disability will be treated as a new Disability. A new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits. The Elimination Period and Maximum Duration of Benefits Table are in the Schedule of Insurance. The term "Period of Disability" as used in this provision means a continuous length of time during which You are Disabled under this plan.

## **CALCULATION OF MONTHLY BENEFIT**

### **How are Disability benefits calculated?**

#### **Return to Work Incentive**

If You remain Disabled after the Elimination Period, but work while You are Disabled, we will determine Your Monthly Benefit for a period of up to 12 consecutive months as follows:

1. multiply Your Pre-Disability Earnings by the Benefit Percentage;
2. compare the result with the Maximum Benefit; and
3. from the lesser amount, deduct Other Income Benefits.

Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds 100% of Your Pre-disability Earnings, we will reduce Your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

1. the day You first start such work; or
2. the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, we will calculate Your Monthly Benefit as follows:

1. multiply Your Monthly Income Loss by the Benefit Percentage;
2. compare the result with the Maximum Benefit; and
3. from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

#### **What happens if the sum of the Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of Pre-disability Earnings?**

We will reduce Your Monthly Benefit by the amount of the excess.

#### **Minimum Monthly Benefit**

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

#### **How is the benefit calculated for a period of less than a month?**

If a Monthly Benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day You were Disabled.

Benefit Percentages and Maximum Benefits are shown in the Schedule of Insurance.

## REHABILITATION

### **What is Rehabilitation?**

Rehabilitation is a process of working together to plan, adapt, and put into use options and services to meet Your return to work needs.

A Rehabilitation program may include, when we consider it to be appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. alternative treatment plans such as:
  - a) support groups;
  - b) physical therapy;
  - c) occupational therapy; and
  - d) speech therapy;
4. work-place modification to the extent not otherwise provided; and
5. job placement,

and similar services.

## FAMILY CARE CREDIT BENEFIT

### **What if You must incur expenses for Family Care Services in order to participate in a Rehabilitative program?**

If You are working as part of a program of Rehabilitative Employment, we will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from a Rehabilitative program, subject to the following limitations:

1. Family Care means the care or supervision of:
  - a) Your children under age 13; or
  - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
2. the maximum monthly deduction allowed for each qualifying child or family member is:
  - a) \$350 during the first 12 months of Rehabilitative Employment; and
  - b) \$175 thereafter,but in no event may the deduction exceed the amount of Your monthly earnings;
3. Family Care Credits may not exceed a total of \$2,500 during a calendar year;
4. the deduction will be reduced proportionally for periods of less than a month;
5. the charges for Family Care must be documented by a receipt from the caregiver;
6. the credit will cease on the first to occur of the following:
  - a) You are no longer in a Rehabilitative program; or
  - b) Family Care Credits for 24 months have been deducted during Your Disability; and
7. no Family Care provided by an immediate relative of the family member receiving the care will be eligible as a deduction under this provision. An immediate relative is a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under the plan if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of Your Indexed Pre-disability Earnings.

## WORKPLACE MODIFICATION BENEFIT

### **Will our Rehabilitation program provide for modifications to the workplace to accommodate a Disabled employee's return to work?**

We will reimburse Your Employer for the expense of reasonable modifications to Your workplace to accommodate Your Disability and enable You to return to work as an Active Full-time Employee. To qualify for this benefit:

1. Your Disability must be covered by this plan;
2. the Employer must agree to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the essential duties of Your job; and
3. any proposed modifications must be approved in writing by us.

Benefits paid for such workplace modification shall not exceed the amount equal to Your Pre-disability Earnings multiplied by the Benefit Percentage.

We have the right, at our expense, to have You examined or evaluated by:

1. a physician or other health care professional; or
2. a vocational expert or rehabilitation specialist,

of our choice so that we may evaluate the appropriateness of any proposed modification.

The Employer's costs for approved modifications will be reimbursed after:

1. the proposed modifications made on Your behalf are complete;
2. we have been provided written proof of the expenses incurred to provide such modification; and
3. You have returned to work as an Active Full-time Employee.

This Workplace Modification benefit will not be payable if:

1. the Employer does not incur any cost in making the modification;
2. we have not given written approval of the modification prior to expenses being incurred; or
3. You become self-employed, or return to work for another employer.

**Workplace Modification** means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of this plan.

## PRE-EXISTING CONDITIONS LIMITATIONS

### **Are there any other limitations on coverage?**

No benefit will be payable under the plan for any Disability that is due to, contributed to by, or results from a Pre-existing Condition, unless such Disability begins:

1. after the last day of 90 consecutive day(s) while insured during which you receive no medical care for the Pre-existing Condition; or
2. after the last day of 365 consecutive day(s) during which you have been continuously insured under this plan.

**Pre-existing Condition** means:

1. any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
2. any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which you received Medical Care during the 90 day period that ends the day before:

1. your effective date of coverage; or
2. the effective date of a Change in Coverage.

**Medical Care** is received when:

1. a Physician is consulted or medical advice is given; or
2. treatment is recommended, prescribed by, or received from a Physician.

Treatment includes but is not limited to:

1. medical examinations, tests, attendance or observation; and
2. use of drugs, medicines, medical services, supplies or equipment.

## **CONTINUITY FROM A PRIOR PLAN**

### **Is there continuity of coverage from a Prior Plan?**

If you were:

1. insured under the Prior Plan;
2. Actively at Work; and
3. not eligible to receive benefits under the Prior Plan,

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply to you.

If you become insured under the Group Insurance Policy on the Plan Effective Date and were covered under the Prior Plan on the day before the Plan Effective Date, the Pre-existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the Plan Effective Date, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the previous paragraph will be the lesser of:

1. the Monthly Benefit which was paid by the Prior Plan; or
2. the Monthly Benefit provided by this plan.

No payment shall be made after the earlier to occur of:

1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under this plan.

If you received Monthly Benefits for Disability under the Prior Plan, and:

1. you returned to work as an Active Full-time Employee before the Effective Date of this plan;
2. within 6 months of the return to work, you have a recurrence of the same Disability under this plan; and
3. there are no benefits available for the recurrence under the Prior Plan,

the Elimination Period of this plan, which would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

## **EXCLUSIONS**

### **What Disabilities are not covered?**

The plan does not cover, and no benefit shall be paid for any Disability:

1. unless You are under the Regular Care of a Physician;
2. that is caused or contributed to by war or act of war (declared or not);
3. caused by Your commission of or attempt to commit a felony, or to which a contributing cause was Your being engaged in an illegal occupation; or
4. caused or contributed to by an intentionally self-inflicted injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

1. was sponsored by the Employer; and
2. was terminated before the Effective Date of this plan,

no benefits will be payable for the Disability under this plan.

## **TERMINATION**

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

You will cease to be covered on the earliest to occur of the following dates:

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures Your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which You make any required premium contribution, if You fail to make any further required contribution;
5. the date You cease to be an Active Full-time Employee in an eligible class including:
  - a) temporary layoff;
  - b) leave of absence; or
  - c) a general work stoppage (including a strike or lockout); or
6. the date Your Employer ceases to be a Participant Employer, if applicable.

### **May coverage be continued during a temporary layoff?**

If You are temporarily laid off, the Employer may continue Your insurance for 1 month(s) following the month coverage would have terminated subject to the following:

1. the required premium must be paid;
2. Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before said layoff commenced; and
3. such continuation will cease immediately if one of the following events should occur:
  - a) the layoff becomes permanent;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or You;
  - d) the Group Insurance Policy no longer insures Your class; or
  - e) Your Employer ceases to be a Participant Employer, if applicable.

### **May coverage be continued during a leave of absence?**

If You are granted a leave of absence, the Employer may continue Your insurance for 1 month(s) following the month coverage would have terminated subject to the following:

1. the leave authorization is in writing or is documented as a leave for military purposes;
2. the required premium must be paid;
3. Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or You;
  - d) the Group Insurance Policy no longer insures Your class; or
  - e) Your Employer ceases to be a Participant Employer, if applicable.

### **Does Your coverage continue if Your employment terminates because You are Disabled?**

If You are Disabled and You cease to be an Active Full-time Employee, Your insurance will be continued:

1. during the Elimination Period while You remain Disabled by the same Disability; and
2. after the Elimination Period for as long as You are entitled to benefits under the Policy.

### **Must premiums be paid during a Disability?**

No premium will be due for You:

1. after the Elimination Period; and
2. for as long as benefits are payable.

**Do benefits continue if the plan terminates?**

If You are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as You remain Disabled by the same Disability; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no effect on our liability under this provision.

**May coverage be continued during a family or medical leave?**

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, Your Employer may continue Your insurance for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your coverage would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for You must be paid;
3. Your benefit level, or the amount of earnings upon which Your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or You;
  - d) the Group Insurance Policy no longer insures Your class; or
  - e) Your Employer ceases to be a Participant Employer, if applicable.

**CONVERSION PRIVILEGE****Under what conditions can your Long Term Disability Coverage be converted to another plan?**

If your insurance terminates because:

1. your employment ends for a reason other than your retirement; or
2. you are no longer in an eligible class,

and if:

1. you have been continuously insured for at least 12 consecutive months under this plan or under this plan and the Prior Plan;
2. you are under the Limiting Age, if any is shown in the Schedule of Insurance;
3. a Disability is not preventing you from performing duties of Your Occupation;
4. the insurance for your class or the plan has not terminated;
5. you are not eligible for coverage under the plan under another class; and
6. you are not eligible or covered for similar benefits under another group plan or an individual policy,

then you are eligible to enroll for personal insurance under another group policy called the Group Long Term Disability Conversion Policy.

Prior Plan, as used in this Conversion Privilege provision, means the plan of group long term disability insurance that was provided or sponsored by the Employer and terminated on the day before the Plan Effective Date.

**How to convert**

To obtain coverage under the Group Long Term Disability Conversion Policy, the following must be done within 31 days of the termination of group insurance:

1. a written enrollment request must be made to us; and
2. the required premium and enrollment fee for the conversion policy must be paid.

If the preceding conditions are met, we will issue to you a certificate of insurance under the Group Long Term Disability Conversion Policy. Such coverage will:

1. be issued without medical evidence of insurability;
2. be on one of the forms then being issued by us for conversion purposes; and
3. be effective on the day following the date your insurance under this plan terminates.

The coverage available under the conversion policy may differ from this plan. The terms of the Group Long Term Disability Conversion Policy, including:

1. the type and amount of coverage provided; and
2. the premium payable,

will be determined by the kinds of insurance being provided by the Group Long Term Disability Conversion Policy at the time such enrollment request is made.

## **GENERAL PROVISIONS**

### **What happens if facts are misstated?**

If material facts about You were not stated accurately:

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

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

### **When should we be notified of a claim?**

You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include Your name, Your address and the Group Insurance Policy number.

### **Are special forms required to file a claim?**

When we receive a notice of claim, You will be sent forms for providing us with Proof of Loss. We will send these forms within 15 days after receiving a notice of claim. If we do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

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

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

1. documentation of:
  - a) the date Your Disability began;
  - b) the cause of Your Disability;
  - c) the prognosis of Your Disability;
  - d) Your Earnings or income, including but not limited to copies of Your filed and signed federal and state tax returns; and
  - e) evidence that You are under the Regular Care of a Physician;
2. any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
3. the names and addresses of all:
  - a) Physicians and practitioners of healing arts You have seen or consulted;
  - b) hospitals or other medical facilities in which You have been seen or treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
4. Your signed authorization for us to obtain and release:
  - a) medical, employment and financial information; and
  - b) any other information we may reasonably require;
5. Your signed statement identifying all Other Income Benefits; and
6. proof that You and Your dependents have applied for all Other Income Benefits which are available. You will not be required to claim any retirement benefits which You may only get on a reduced basis.

All proof submitted must be satisfactory to us.

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

Written Proof of Loss must be sent to us within 90 days after the start of the period for which we owe payment. If proof is not given by the time it is due, it will not affect the claim if:

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

We may request Proof of Loss throughout Your Disability. In such cases, we must receive the proof within 30 days of the request.

**When must one apply for Social Security Benefits?**

You will be required to apply for Social Security disability benefits when the duration of Your Disability meets the minimum duration required to apply for such benefits. If the Social Security Administration denies Your eligibility for benefits, You will be required:

1. to follow the process established by the Social Security Administration to reconsider the denial; and
2. if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

**What additional Proof of Loss are we entitled to?**

We may have You examined to determine if You are Disabled. Any such examination will be:

1. at our expense; and
2. as reasonably required by us.

**Who gets the benefit payments?**

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to Your estate, a person who is a minor or a person who is not legally competent, then we may pay up to \$1,000 to any of Your relatives who is entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid.

**When are payment checks issued?**

When we determine that You are Disabled and eligible to receive benefits, we will pay accrued benefits at the end of each month that You are Disabled. We may, at our option, make an advance benefit payment based on our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as satisfactory Proof of Loss is received.

**What notification will You receive if Your claim is denied?**

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written decision 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 prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

**What recourse do You have if Your claim is denied?**

On any claim, You or Your representative may appeal to us for a full and fair review. You may:

1. request a review upon written application within 180 days of the claim denial;
2. request copies of all documents, records, and other information relevant to Your claim; and
3. submit written comments, documents, records and other information relating to Your claim.

We will make a decision no more than 45 days after we receive Your appeal unless we determine special circumstances exist that require an extension of time to process the appeal. If Your appeal requires extension, we will make our decision no more than 90 days after we receive Your appeal. The written decision will include specific references to the Policy provisions on which the decision is based.

**When can legal action be started?**

Legal action cannot be taken against us:

1. sooner than 60 days after due Proof of Loss has been furnished; or
2. three years after the time written Proof of Loss is required to be furnished according to the terms of the Policy (five years in Kansas; six years in South Carolina).

**What happens if benefits are overpaid?**

An overpayment occurs when it is determined that the total amount we have paid in benefits is more than the amount that was due to You under the plan. This includes, but is not limited to, overpayments resulting from:

1. retroactive awards of Other Income Benefits;
2. failure to report, or late notification to us of Other Income Benefits or earned income;
3. misstatement; or
4. an error we may make.

We have the right to recover from You any amount that is an overpayment of benefits under this plan. You must refund to us the overpaid amount. We may also, without forfeiting our right to collect an overpayment through any means legally available to us, recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

**What are our subrogation rights?**

If an Insured Person:

1. suffers a Disability because of the act or omission of a third party;
2. becomes entitled to and is paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. does not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time,

then we will be subrogated to any rights the Insured Person may have against the third party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability.

**How do we deal with fraud?**

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

**Who interprets policy terms and conditions?**

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

**DEFINITIONS**

The terms listed will have these meanings.

**Actively at Work**

You will be considered to be actively at work with your Employer on a day which is one of your Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a Full-time basis on that day. You will be deemed to be actively at work on a day which is not one of your Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

**Active Full-time Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. The employee must work the number of hours in the Employer's normal work week. This must be at least the number of hours indicated in the Schedule of Insurance.

**Any Occupation** means an occupation for which you are qualified by education, training or experience, and that has an earnings potential greater than an amount equal to the lesser of the product of your Indexed Pre-disability Earnings and the Benefit Percentage and the Maximum Monthly Benefit shown in the Schedule of Insurance.

**Current Monthly Earnings** means the monthly earnings you receive from:

1. the Employer while Disabled;
2. other employment.

However, if the other employment is a job you held in addition to Active Full-time Employment with the Employer, then:

1. during the Elimination Period, and while eligible to receive benefits for being Disabled from Your Occupation;
2. any earnings from this other employment will be Current Monthly Earnings only to the extent that such earnings exceed the average monthly earnings you were receiving from this other job during the 6 month period immediately prior to becoming Disabled.

Current Monthly Earnings will also include the amount of pay for another or modified job position, which may be offered to you by the Employer or other employer, if you refuse the offer. The requirements of such position must be within your capabilities as described by your Physician, and consistent with your education, training and experience.

**Disability or Disabled** means that during the Elimination Period and for the next 24 months you are prevented by:

1. accidental bodily injury;
2. sickness;
3. Mental Illness;
4. Substance Abuse; or
5. pregnancy,

from performing one or more of the Essential Duties of Your Occupation, and as a result your Current Monthly Earnings are no more than 80% of your Indexed Pre-disability Earnings.

After that, you must be so prevented from performing one or more of the Essential Duties of Any Occupation.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation does not alone mean that you are Disabled.

**Employer** means the Policyholder.

**Essential Duty** means a duty that:

1. is substantial, not incidental;
2. is fundamental or inherent to the occupation; and
3. can not be reasonably omitted or changed.

To be at work for the number of hours in your regularly scheduled workweek is also an Essential Duty.

**Indexed Pre-disability Earnings** when used in this policy means your Pre-disability Earnings adjusted annually by adding the lesser of:

1. 10%; or
2. the percentage change in the Consumer Price Index (CPI-W).

The adjustment is made January 1st each year after You have been Disabled for 12 consecutive months, and if You are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, we may use another nationally published index that is approved by the Insurance Commissioner of the state in which the Policy is delivered.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31st, and the prior year's CPI-W as of July 31st, divided by the prior year's CPI-W.

**Mental Illness** means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations of psychological, behavioral or emotional disorders, but excluding demonstrable, structural brain damage.

**Monthly Benefit** means a monthly sum payable to you while you are Disabled, subject to the terms of the Group Insurance Policy.

**Monthly Income Loss** is the difference of your Pre-disability Earnings less your Current Monthly Earnings.

**Monthly Rate of Basic Earnings** means your regular monthly rate of pay from the Employer just prior to the date you become Disabled:

1. including contributions you make through a salary reduction agreement with the Employer to:
  - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - b) an executive non qualified deferred compensation arrangement; or
  - c) a salary reduction arrangement under an IRC Section 125 plan; and
2. not including bonuses, commissions, overtime pay or expense reimbursements for the same period as above.

**Other Income Benefits** mean the amount of any benefit for loss of income, provided to you or to your family, as a result of the period of Disability for which you are claiming benefits under this plan. This includes any such benefits for which you or your family are eligible or that are paid to you, to your family or to a third party on your behalf, pursuant to any:

1. temporary disability benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
2. governmental law or program that provides disability or unemployment benefits as a result of your job with the Employer;
3. plan or arrangement of coverage, whether insured or not, or as a result of employment by or association with the Employer or as a result of membership in or association with any group, association, union or other organization;
4. disability benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act,that you, your spouse and children are eligible to receive because of your Disability; or
5. disability benefit from the Veteran's Administration, or any other foreign or domestic governmental agency:
  - a) that begins after you become Disabled; or
  - b) if you were receiving the benefit before becoming Disabled, the amount of any increase in the benefit that is attributed to your Disability.

Other Income Benefits also mean any payments that are made to you, your family, or to a third party on your behalf, pursuant to any:

1. disability benefit under the Employer's Retirement Plan;
2. permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges of such benefits;
3. portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings;
4. retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
  - a) you were receiving it prior to becoming Disabled; or
  - b) you immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.

Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by your after-tax contributions; or

5. retirement benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act; the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act,that you, your spouse and children receive because of your retirement, unless you were receiving them prior to becoming Disabled.

If you are paid Other Income Benefits in a lump sum or settlement, you must provide proof satisfactory to us of:

1. the amount attributed to loss of income; and
2. the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If you cannot or do not provide this information, we will assume the entire sum to be for loss of income, and the time period to be 24 months. We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of your claim. Please see the provision entitled, "What happens if benefits are overpaid?"

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

1. takes effect after the date benefits become payable under this plan; and
2. is a general increase which applies to all persons who are entitled to such benefits.

**Physician** means a person who is:

1. a doctor of medicine, osteopathy, psychology or other healing art recognized by us;
2. licensed to practice in the state or jurisdiction where care is being given; and
3. practicing within the scope of that license.

**Pre-disability Earnings** means your Monthly Rate of Basic Earnings in effect on the day before you became Disabled.

**Prior Plan** means the long term disability insurance carried by the Employer on the day before the Plan Effective Date.

**Regular Care of a Physician** means you are attended by a Physician, who is not related to you:

1. with medical training and clinical experience suitable to treat your disabling condition; and
2. whose treatment is:
  - a) consistent with the diagnosis of the disabling condition;
  - b) according to guidelines established by medical, research and rehabilitative organizations; and
  - c) administered as often as needed,

to achieve the maximum medical improvement.

**Retirement Plan** means a defined benefit or defined contribution plan that provides benefits for your retirement and which is not funded wholly by your contributions. It does not include:

1. a profit sharing plan;
2. thrift, savings or stock ownership plans;
3. a non-qualified deferred compensation plan; or
4. an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan or 403(b) plan.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

**We, us or our** means the Hartford Life and Accident Insurance Company.

**You, your, Insured Person** means the Insured Person to whom this Booklet-certificate is issued.

**Your Occupation**, if used in this Booklet-certificate, means your occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job you are performing for a specific employer or at a specific location.

## STATUTORY PROVISIONS

### ARKANSAS

#### LONG TERM DISABILITY

The following provision is applicable to residents of Arkansas and is included to bring Your Booklet-certificate into conformity with Arkansas state law.

#### **Insurer Information Notice**

Any questions regarding the plan may be directed to The Hartford Insurance Group Sales Office indicated below:

The Hartford  
Washington Regional Office  
5285 Shawnee Road, Suite 501  
Alexandria, Virginia 22312

Telephone: 1-866-803-5622

If the question is not resolved, you may contact the Arkansas Insurance Department:

Arkansas Insurance Department  
Consumer Services Division  
1200 West third Street  
Little Rock, Arkansas 72201-1904

Telephone: 1-800-852-5494

This notice is for information only and does not become a condition of the plan.

### CALIFORNIA

#### LONG TERM DISABILITY

#### **Benefits**

The definition section of the Survivor Income Benefit is amended as below:

"Spouse" means Your wife or husband who:

1. is mentally competent; and
2. was not legally separated from You at the time of Your death.

"Spouse" will include an individual who is in a registered domestic partnership with the employee in accordance with California law. Reference in this form to an employee's marriage or divorce shall include his or her registered domestic partnership or dissolution of his or her registered domestic partnership.

Surviving Child(ren) includes children or Your California registered domestic partner.

## MASSACHUSETTS

### LONG TERM DISABILITY

The following provision is applicable to residents of Massachusetts and is included to bring your Booklet-certificate into conformity with Massachusetts state law.

#### **Continuation**

The following is added to the Termination section of your booklet.

#### **Does your coverage continue if your employment terminates or you cease to be a member of an eligible class?**

If your insurance terminates because your employment terminates or you cease to be a member of an eligible class, your insurance will automatically be continued until the end of a 31 day period from the date your insurance terminates or the date you become eligible for similar benefits under another group plan, whichever occurs first.

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

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

Continued coverage is subject to all other applicable terms and conditions of the policy.

## MINNESOTA

### LONG TERM DISABILITY

The following provisions are applicable to residents of Minnesota and are included to bring your Booklet-certificate into conformity with Minnesota state law.

#### **1. Mental Illness and Substance Abuse**

##### **Are benefits limited for Mental Illness or Substance Abuse?**

If you are Totally Disabled because of:

1. Mental Illness that results from any cause;
2. any condition that may result from Mental Illness;
3. alcoholism under treatment; or
4. the non-medical use of narcotics,

## 2. Limitations

The following provisions replace the provisions of the same title appearing in the Pre-existing Conditions Limitations section of your Booklet-certificate.

### **Are there any other limitations on coverage?**

No benefit will be payable under the plan for any Disability that is due to, contributed to by, or results from a Pre-Existing Condition, unless:

1. such Disability begins after the last day of 90 consecutive day(s) while insured during which you received no Medical Care for the Pre-existing Condition; or
2. loss is incurred for the Disability after the last day 365 consecutive day(s) during which you have been continuously insured under this plan.

**Pre-existing Condition** means any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse, for which you received Medical Care during the 90 day period that ends the day before:

1. your effective date of coverage; or
2. the effective date of a Change in Coverage.

## 3. Proof of Loss

The following provision replaces the provision of the same title appearing in the General Provisions section of your Booklet-certificate.

### **When must Proof of Loss be given?**

Written Proof of Loss must be sent to us within 90 days after the start of the period for which we owe payment. If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible.

We may request Proof of Loss throughout your Disability. In such cases, we must receive the proof within 30 days of the request.

## 4. Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

## 5. Replacement of Prior Group Long Term Disability Insurance

The Deferred Effective Date provision will not apply to you on the Policy Effective Date if you were covered under the prior plan and Actively at Work on the day before the Policy Effective Date.

## MISSOURI

### LONG TERM DISABILITY

The following provision is applicable to residents of Missouri and is included to bring your Booklet-certificate into conformity with Missouri state law.

### **Subrogation**

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

## NEW JERSEY

### LONG TERM DISABILITY

The following provision is applicable to residents of New Jersey and is included to bring your Booklet-certificate into conformity with New Jersey state law.

#### **Subrogation**

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

## NEW YORK

### LONG TERM DISABILITY

The following provisions are applicable to residents of New York and are included to bring your Booklet-certificate into conformity with New York state law.

#### **1. Pre-existing Conditions Limitations**

The following provision is added to the paragraph entitled "Are there any other limitations on coverage?" in the Pre-existing Conditions Limitations section appearing in your booklet.

However, if you become insured under the Group Insurance Policy and were covered under a group or blanket disability insurance plan or employer-provided disability benefit arrangement within 60 days of your effective date of coverage under this plan, any:

1. treatment-free period requirements; or
2. period of coverage requirements,

which were satisfied or partially satisfied under your previous coverage will be credited toward satisfaction of similar periods under this plan.

#### **2. Continuity From a Prior Plan**

The section entitled "Continuity From a Prior Plan" is amended to read as follows:

##### **Is there continuity of coverage from a Prior Plan?**

If you were:

1. insured under the Prior Plan;
2. Actively at Work; and
3. not eligible to receive benefits under the Prior Plan,

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply to you.

If you were covered under a Prior Plan within 60 days prior to the date your coverage under this plan takes effect, the Pre-Existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the date your coverage under the plan takes effect, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the previous paragraph will be the lesser of:

1. the Monthly Benefit which was paid by the Prior Plan; or
2. the Monthly Benefit provided by this plan.

No payment shall be made after the earlier to occur of:

1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under this plan.

If you received Monthly Benefits for Disability under the Prior Plan, and:

1. you returned to work as an Active Full-time employee before the Effective Date of this plan;
2. within 6 months of the return to work, you have a recurrence of the same Disability under this plan; and
3. there are no benefits available for the recurrence under the Prior Plan,

the Elimination Period of this plan, which would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

**Prior Plan**, for the purpose of this provision, means an employer-provided disability benefit arrangement or group or blanket long term disability insurance carried by the Employer on the day before the Plan Effective Date.

## NORTH CAROLINA

### LONG TERM DISABILITY

The following provisions are applicable to residents of North Carolina and are included to bring your Booklet-certificate into conformity with North Carolina state law.

#### **1. Other Income Benefits Definition**

With respect to the definition of Other Income Benefits which appears in the Definitions section of your Booklet-certificate, the following item does not apply to you.

The item in the second paragraph of the definition of Other Income Benefits which reads we will offset with a "portion of a settlement or judgement, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings" does not apply to you.

#### **2. Regular Care and Attendance by a Physician**

The following paragraph is added to the provision entitled "When do benefits become payable" appearing in the Disability Benefits section of your Booklet-certificate.

Regular care by a physician will cease to be required, if in the opinion of qualified medical professionals, further medical care and treatment would be of no benefit to you.

#### **3. Subrogation**

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

#### 4. Notification

The following provision replaces the provision of the same title appearing in the General Provisions section of your Booklet-certificate.

##### **When should we be notified of a claim?**

You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Group Insurance Policy number. The notice should be sent to the Hartford Life and Accident Insurance Company, Hartford Plaza, Hartford, Connecticut 06115, or to the Employer, or an authorized agent of Hartford Life.

### OKLAHOMA

#### LONG TERM DISABILITY

The following provision is applicable to residents of Oklahoma and is included to bring your Booklet-certificate into conformity with Oklahoma state law.

##### **Fraud Warning**

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of insurance fraud.

### TEXAS

#### LONG TERM DISABILITY

The following provisions are applicable to residents of Texas and are included to bring your Booklet-certificate into conformity with Texas state law.

##### **1. Workers' Compensation Notice**

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.

##### **2. Insurer Information Notice**

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#### **IMPORTANT NOTICE**

##### **To obtain information or make a Complaint:**

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

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#### **AVISO IMPORTANTE**

##### **Para Obtener Informacion O Para Someter Una Queja:**

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

**1-800-752-9713 if about a claim**  
**1-800-523-2233 if not about a claim**

You may also write to  
Hartford Life  
P.O. Box 2999  
Hartford, CT 06104-2999

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

**1-800-252-3439**

You may write the  
Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

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

**ATTACH THIS NOTICE TO YOUR POLICY:**

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

**1-800-752-9713 acerca de un reclamo**  
**1-800-523-2233 para una queja**

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

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

**1-800-252-3439**

Puede escribir al  
Departamento de Seguros de Texas  
P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

**UNA ESTE AVISO A SU POLIZA:**

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

**VIRGINIA**

**LONG TERM DISABILITY**

The following provision is applicable to residents of Virginia and is included to bring your Booklet-certificate into conformity with Virginia state law.

**Subrogation**

The provision entitled "What are our subrogation rights?" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

**WISCONSIN**

**LONG TERM DISABILITY**

The following provision is applicable to residents of Wisconsin and is included to bring your Booklet-certificate into conformity with Wisconsin state law.

### **Subrogation**

The following provision replaces the provision of the same title appearing in the General Provisions section of your Booklet-certificate.

#### **What are our subrogation rights?**

If an Insured Person:

1. suffers a Disability because of the act or omission of a third party;
2. becomes entitled to and is paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. does not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time,

then we will be subrogated to any rights the Insured Person may have against the third party and may, at its option, bring legal action to recover any payments made by it in connection with the Disability. Such right may be exercised only if the Insured Person has been, or will be, fully compensated for the lost wages.

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

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

**Member of The Hartford Insurance Group**