
**GROUP
BENEFIT
PLAN**

NORTH AMERICAN DIVISION OF SEVENTH-DAY ADVENTISTS

The following provisions are applicable to residents of Florida and Montana.

**THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY
THE LAW OF A STATE OTHER THAN FLORIDA.**

**THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY
THE LAW OF A STATE OTHER THAN MONTANA.**

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

CERTIFICATE OF INSURANCE

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

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

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

according to the terms of the Policy.

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

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

Richard G. Costello, Secretary

Thomas M. Marra, President

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

SCHEDULE OF INSURANCE

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

The Policyholder: NORTH AMERICAN DIVISION OF SEVENTH-DAY ADVENTISTS

The Policy Number: GL-673832

Policy Effective Date: January 1, 2001

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

Anniversary Date: January 1 of each year, beginning in 2008.

Who is eligible for coverage?

Eligible Class(es): All Active Full-time Denominational Employees who are U.S. citizens or U.S. residents, excluding Non-Exempt Hourly Employees of General Conference of SDA, temporary and seasonal employees

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

When will You become eligible? (Eligibility Waiting Period)

You are eligible on the later of either the Policy Effective Date or the date You enter an eligible class.

When will You become eligible for Dependent Coverage?

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

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

What is Evidence of Good Health?

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

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

When will Evidence of Good Health be required?

Evidence of Good Health is required if You elect no coverage when eligible to do so and later opt for coverage for any Amount of Life Insurance for Yourself or Your Spouse.

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

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

**AMOUNT OF LIFE INSURANCE
Employee Only**

What Life benefits are available to You?

Amount of Life Insurance:

Option 1:

An amount equal to \$100,000.

Option 2:

An amount equal to \$50,000.

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

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

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

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

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

**AMOUNT OF LIFE INSURANCE
Dependent Only**

What Life benefits are available to Your Dependents?

With respect to employees who elect the Basic Amount of Life Insurance, Option 1:

Dependent Spouse:

An amount equal to \$50,000.

Dependent Children:

Stillborn:	\$750
Live birth or older:	\$10,000

With respect to employees who elect the Basic Amount of Life Insurance, Option 2:

Option 1:

Dependent Spouse:

An amount equal to \$50,000.

Dependent Children:

Stillborn:	\$750
Live birth or older:	\$5,000

Option 2:

Dependent Spouse:

An amount equal to \$2,000.

Dependent Children:

Stillborn:	\$750
Live birth or older:	\$2,000

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

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

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

Additionally, if:

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

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

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

ELIGIBILITY AND ENROLLMENT

Must You contribute toward the cost of coverage?

With respect to Life Insurance and Dependent Life Insurance coverage, You do not contribute toward the cost.

How do You request coverage for Yourself?

If You are not required to contribute toward the cost of coverage, You are not required to request coverage. Enrollment will be automatic. However, You will be required to complete a beneficiary election form.

When does coverage start?

If You are not required to contribute toward the cost of coverage, You will become insured on the date You become eligible for coverage.

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

What is the Deferred Effective Date provision for employees?

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

Are there exceptions to the Deferred Effective Date provision?

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

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

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

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

reduced by:

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

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

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

When does coverage for Your Dependent(s) start?

Each of Your Dependent(s) will become insured for non-contributory coverage for which We do not require Evidence of Good Health on the date on which You become eligible for such coverage. Enrollment will be automatic.

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

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

What is the Deferred Effective Date provision for Dependents?

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

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

Are there exceptions to the Deferred Effective Date provision?

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

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

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

When are changes effective?

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

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

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

BENEFITS

Life Insurance Benefit

To whom and how are benefits paid?

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

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

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

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

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

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

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

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

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

Accelerated Death Benefit

What is the benefit?

If You are or Your Dependent is:

1. diagnosed as being Terminally Ill and proof of such diagnosis is provided by an attending physician licensed to practice in the United States; and
2. insured for at least \$10,000,

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

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

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

What does Terminal Illness/Terminally Ill mean?

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

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

What if an individual is no longer Terminally Ill?

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

What limitations apply to this benefit?

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

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

What if You made an assignment under this plan?

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

**TERMINATION
Employee Coverage**

When does Your coverage terminate?

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

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

EXCEPTIONS TO TERMINATION

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

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

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

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

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

If Your employment status changes from Full-time to Part-time, all of Your coverages (including Dependent Life coverage) may be continued for 3 consecutive month(s) following the date of such change in employment status.

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

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

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

If You are absent from work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued until the last day of a period of 18 month(s) which begins on the date You were first absent from work as an Active Full-time Employee.

What is a disability extension?

A disability extension is a provision which allows for continued employee life insurance while You are Disabled. Premium for Your continued coverage will be required.

If You meet the conditions below, We will pay a death benefit when We receive proof of Your death. The Amount of Life Insurance payable will be the Amount of Life insurance in force on the date You ceased to be an Active Full-time Employee, subject to any age reductions provided by any other part of the Policy.

To what coverages does the disability extension apply?

The disability extension applies only to Your Life Insurance. This provision does not apply to any Dependent Life or AD&D coverages, if included herein.

What conditions must be satisfied before You qualify for disability extension?

1. You must be less than age 70, insured and Disabled; and
2. We must continue to receive premium for Your coverage.

How long will coverage be continued?

Your coverage will continue until the first to occur of:

1. the date the Policy terminates;
2. the date the required premium for Your coverage is not paid to Us;
3. the date You attain age 70; or
4. the date You are no longer Disabled.

What does Disabled mean?

Disabled means that You have a condition that prevents You from doing any work for which You are or could become qualified by education, training or experience.

What if You are no longer Disabled?

If, for any reason, You are no longer Disabled, and:

1. You return to work in an Eligible Class, then all of Your coverages will be reinstated subject to the terms of the Policy in effect on the reinstatement date; or
2. You do not return to work within an Eligible Class, and You are not eligible for any other group life insurance, then You are entitled to the Conversion Privilege. You may convert the Amount of Life Insurance that is in force for You on the date it is determined that You are no longer Disabled.

DEPENDENT COVERAGE

When does Dependent Coverage terminate?

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

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

EXCEPTIONS TO TERMINATION

Under what conditions can Dependent child insurance be continued?

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

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

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

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

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

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

CONVERSION PRIVILEGE

When can an individual convert?

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

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

What is the conversion policy?

The conversion policy will:

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

How much can be converted?

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

1. the amount of group coverage in force prior to the qualifying event, reduced by the amount of any other group coverage for which the individual becomes covered within 31 days of termination of group coverage; or
2. \$10,000.

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

How does an individual convert coverage?

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

What if death occurs during the conversion election period?

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

GENERAL PROVISIONS

When can this plan be contested?

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

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

Who interprets policy terms and conditions?

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

Are there any rights of assignment?

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

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

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

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

is received and acknowledged by Us at our home office.

We have no responsibility:

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

How do You designate or change Your beneficiary?

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

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

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

Is interest payable on death claims?

The following provision shall apply to any Life Insurance and Dependent Life Insurance included in this Policy.

Interest will be paid on claims payable for loss of life as follows:

1. If the death benefit is paid within 30 days of the date of the death of the insured, no interest is payable.

2. If due proof of death is submitted to Us more than 180 days following the date of death of an insured, interest will accumulate and be payable from the date on which due proof of death is submitted to Us until the date on which the proceeds of the Policy are paid.

The rate of interest per year will be at least 2 ½ % and any amount over 2 ½% which We declare for that year on funds remaining with Us.

DEFINITIONS

Active Full-time Employee – An employee who works for the Employer on a regular basis in the usual course of the Employer's business. An employee must work at least the number of hours in the Employer's normal work week. This must be at least 35 hours. You will be considered actively at work with Your Employer on a day which is one of Your Employer's scheduled work days if You are performing, in the usual way, all of the regular duties of Your job on a Full-time basis on that day. You will also be considered actively at work on a paid vacation day or a day which is not one of Your Employer's scheduled work days only if You were actively at work on the preceding scheduled work day.

Anniversary Date – The date occurring in each calendar year which is an anniversary of the Policy Effective Date.

Dependent

1. Your spouse; and
2. Your unmarried child:
 - a) from live birth to age 19 years; or
 - b) who is 19, but has not yet attained age 26, is primarily dependent upon You for financial support and attends an accredited school (other than a correspondence school) on a regular and Full-time student basis as his principal activity; or
 - c) 19 years old or older, and is disabled and primarily dependent upon You for financial support. Such child must have become disabled before attaining age 19.

The term "Full-time student" shall mean registered for not less than 12 course credit hours per semester. If the institution establishes Full-time student status by a method other than semester credit hours, We reserve the right to determine whether the student qualifies as a Dependent.

The term "child", shall also include Your:

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

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

Employer – The Policyholder named in the Schedule of Insurance.

He/His – He or she. His or her.

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

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

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

STATUTORY PROVISIONS

ARKANSAS

LIFE

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 Policy may be directed to Hartford Life Insurance Group Sales Office indicated below:

Washington Regional Sales 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 Group Insurance Policy.

CALIFORNIA

LIFE

The definition of Dependent is amended as follows

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

- a) in a marriage with the employee which is recognized by the law in the state of residence; or
- b) 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.

GEORGIA

LIFE

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

Replacement of Prior Group Life Insurance

Under “Are there exceptions to the Deferred Effective Date provision?” the paragraph regarding the amount of Your coverage in this replacement situation is replaced with the following:

Instead, You will be considered to be insured and Your coverage amount will be the Amount of Life Insurance under the Prior Plan, reduced by:

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

MINNESOTA

LIFE

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

1. Continuation of Life Coverage

For Employees Who Have Been Terminated or Laid Off From Employment and Their Covered Dependents.

Regardless of any other provision in the Policy to the contrary, if:

1. Your life insurance is terminated because You are voluntarily or involuntarily terminated or Laid Off from employment; and
2. the Policy remains in force for Active Full-time Employees,

then You may elect to continue any life insurance which may be in force for You and Your Covered Dependents at the time You are terminated or Laid Off.

As used above,

1. Laid Off means that there is a reduction in the number of hours You work so that You are no longer eligible for coverage under the Policy;
2. Termination does not include discharge for gross misconduct; and
3. Termination includes retirement.

In order to continue insurance for yourself and Your Covered Dependents, You must pay Your former Employer the cost of continued coverage on a monthly basis. The amount of premium charged may not exceed 102% of the premium paid, either by You or the Employer for life insurance coverage for an Active Full-time Employee. Upon request, the Employer will provide You Our written verification of the cost of this coverage.

You may continue coverage until the first to occur of:

1. the date You are insured under another group insurance policy; or
2. the last day of a period of 18 consecutive months following the date of termination or lay off from employment.

When You are terminated or Laid Off from employment, the Employer will inform You of:

1. Your right to continue coverage;
2. the amount of monthly premium; and
3. how, where and by when payment must be made.

Minnesota law requires that if the Employer fails:

1. to notify You of Your right to continue coverage; or
2. to pay the premium after timely receipt,

and, as a result, Your coverage is terminated, then the Employer will be liable for Your coverage to the same extent as if You still had coverage.

You have 60 days from the later of the date:

1. Your coverage would otherwise terminate; or
2. You receive a written notice of Your right to continue coverage,

to elect coverage.

At the end of the 18 month continuation period, You and Your Covered Dependents may elect, at Your own expense, to obtain a personal term life insurance policy from Us.

Such policy will be:

1. issued without evidence of insurability;
2. issued without interruption of coverage;
3. on one of the life insurance policy forms then customarily issued by Us.

In lieu of the above coverage You and Your Covered Dependents may accept a policy providing reduced benefits at a reduced premium rate.

2. Dependent Definition

The Dependent definition is amended to read as follows:

Dependent

1. Your spouse; and
2. Your unmarried child who is:
 - a) at least 15 days old but not yet 19 years old; or
 - b) 19, but has not yet attained age 26, is primarily dependent upon You for financial support and attends an accredited school (other than a correspondence school) on a regular and full-time student basis as his principal activity; or
 - c) 19 years old or older and is disabled and primarily dependent upon You for financial support.

The term "full-time student" shall mean registered for not less than 12 course credit hours per semester. If the institution establishes full-time student status by a method other than semester credit hours, We reserve the right to determine whether the student qualifies as a Dependent.

With respect to a student who is disabled, as documented by a Physician, he will be considered a full-time student if he maintains a course load of at least 60% of what would otherwise be considered by the institution a full-time course load.

The term "child", shall also include Your:

- (1) own
- (2) stepchild;
- (3) legally adopted child; and

- (4) any other child related to You by blood or marriage and who lives with You in a regular parent-child relationship, provided that You claim such child as a dependent on Your most current federal income tax return Form 1040.

You may not elect coverage for Your spouse if Your spouse is covered as an employee under this Policy.

Any person who is in full-time military, naval or air force service cannot be a Dependent.

3. Conversion Privilege

The Conversion Privilege is revised to include the following provision. This provision replaces the provision entitled "How much can be converted?" which appears in the Conversion Privilege section of Your Booklet-certificate:

How much can be converted?

An individual may convert the full amount of group coverage lost as a result of the qualifying event, reduced by the amount of any other group coverage for which He becomes covered within 31 days of termination of group coverage.

4. Optional Methods of Settlement

Any beneficiary who is due life insurance proceeds of \$15,000 or more may choose to receive the payment in a method other than a lump sum by writing to Us and requesting payment in one of the following optional methods:

1. a lifetime income option;
2. an income option for fixed amounts;
3. an income option for fixed time periods; or
4. an option to select an interest bearing account with Us with the right to select another option at a later date.

5. Portability

Minnesota employees are eligible for life portability only if they are employed by a Minnesota employer. All other residents of Minnesota are not eligible for portability coverage.

MONTANA

LIFE

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

Interest on Death Claims

The following provision shall apply to any Life Insurance and Dependent Life Insurance included in this Policy.

Is interest payable on death claims?

Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the death benefit is paid on the 31st through the 60th day, the benefit payable will include interest. Interest shall be paid at the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof of loss is received by Us.

NEW JERSEY

LIFE

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.

Conversion Privilege

The second paragraph under "When can an individual convert?" is replaced with the following:

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

Additionally, any death benefits incurred during the 31 day conversion period are payable under the Group Insurance Policy, not the personal life policy.

NEW YORK

LIFE

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. Conversion Privilege

The Conversion Privilege appearing in the Booklet-certificate is replaced with the following.

CONVERSION PRIVILEGE

When can an individual convert?

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

What is the conversion policy?

The conversion policy will:

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

At the individual's option, the personal life policy may be preceded by a single-premium one year term insurance policy, subject to the same conditions. If Your insurance terminates due to Your total and permanent disability, You may elect any one of the life insurance policy forms then customarily issued by the Insurer, subject to the same conditions, at the end of the one year period.

The term "Insurer" means Us or any other insurance company which has agreed with Us to issue conversion policies according to this conversion privilege.

How much can be converted?

The amount which may be converted is limited to the amount of group coverage in force prior to the qualifying event, reduced by the amount of any other group coverage for which You become covered within 31 days of termination of group coverage. If conversion is due to retirement or any other qualifying event, the full amount of coverage lost may be converted.

How does an individual convert coverage?

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

If an individual is not given notice of the existence of the conversion privilege within 15 days of the terminating event which results in the conversion option, He will have an additional period in which to exercise conversion rights. This additional period will end 45 days following the date He is given notice of the right to convert or 90 days following the date on which the terminating event which results in the conversion option occurs, whichever occurs first. Written notice of conversion rights will be presented to the individual or mailed by the Employer or Us to the last known address.

What if death occurs during the conversion election period?

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

2. Accelerated Death Benefit

What is the benefit?

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

1. less than Normal Retirement Age; and
2. insured for at least \$10,000;

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

The request cannot exceed 80% of the in force Amount of Life Insurance, and is subject to a minimum of the lesser of 25% of the in force Amount of Life Insurance or \$50,000, and a maximum of \$500,000. You may exercise this option only once per person.

For example, if You have an Amount of Life Insurance equal to \$20,000 and You are Terminally Ill, You can request any portion of the life insurance between \$5,000 to \$16,000 to be paid to You now instead of to Your beneficiary at Your death. However, if You decide to request only \$5,000 now, You cannot request the additional \$11,000 in the future.

What does Terminal Illness/Terminally Ill mean?

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

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

What if an individual is no longer Terminally Ill?

If diagnosed as no longer Terminally Ill, coverage may or may not remain in force. Coverage which remains in force will be reduced by any amount of Accelerated Death Benefits received and premium is due for this reduced amount. If coverage does not remain in force, then the reduced amount of coverage may be converted. Any amount paid as an Accelerated Death Benefit is not available for conversion. Please see the Conversion Privilege section.

What limitations apply to this benefit?

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

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

What if You made an assignment under this Policy?

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

OKLAHOMA

LIFE

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

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.

SOUTH DAKOTA

LIFE

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

Conversion Privilege

If the qualifying event is Policy termination or termination of coverage for a class, then the full amount of group coverage lost, reduced by the amount of any other group coverage for which He becomes covered within 31 days of termination of group coverage, may be converted.

TENNESSEE

LIFE

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

Conversion Privilege

The Conversion Privilege is amended to include the following paragraph.

If an individual is not given notice of the existence of the conversion privilege 15 days prior to the expiration of the 31 day election period, He will have an additional period in which to exercise conversion rights. This additional period will end 15 days following the date He is given notice of the right to convert or 60 days following the required 31 day election period, whichever occurs first. Written notice of conversion rights will be presented to the individual or mailed by the Employer or Us to the last known address.

TEXAS

LIFE

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

IMPORTANT NOTICE	AVISO IMPORTANTE
<p>To obtain information or make a Complaint:</p> <p>You may call Hartford Life's toll-free telephone number for information or to make a complaint at:</p> <p>1-888-563-1124 if about a claim 1-800-523-2233 if not about a claim</p> <p>You may also write to Hartford Life P.O. Box 2999 Hartford, CT 06104-2999</p> <p>You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:</p> <p>1-800-252-3439</p> <p>You may write the Texas Department of Insurance P.O. Box 149104 Austin, TX 78714-9104 FAX # (512)475-1771</p>	<p>Para Obtener Informacion O Para Someter Una Queja:</p> <p>Usted puede llamar al numero de telefono gratis de Hartford's para informacion o para de someter una queja al:</p> <p>1-888-563-1124 acerca de un reclamo 1-800-523-2233 para una queja</p> <p>Usted tambien puede escribir a Hartford P.O. Box 2999 Hartford, CT 06104-2999</p> <p>Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias coberturas, derechos o quejas al:</p> <p>1-800-252-3439</p> <p>Puede escribir al Departamento de Seguros de Texas P.O. Box 149104 Austin, TX 78714-9104 FAX # (512)475-1771</p>

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.

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).

ATTACH THIS NOTICE TO YOUR POLICY:

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

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.

WASHINGTON

LIFE

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

1. Life Insurance Benefits Amended

The amount We may pay to any party We deem is entitled because of their payment of burial expenses is up to the lesser of 15% of the Amount of Life Insurance or \$1,000.

2. Accelerated Death Benefit - Employee and Dependent

The following replaces the benefit of the same title appearing in Your booklet-certificate.

ACCELERATED DEATH BENEFIT

What is the benefit?

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

- 1. less than age 70; and
- 2. insured for at least \$10,000,

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

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

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

What does Terminal Illness/Terminally Ill mean?

Terminally Ill or Terminal Illness means that the individual has a medical condition which a physician has certified is reasonably expected to result in death within 24 months or less after the date of certification.

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

IF YOU RECEIVE PAYMENT OF ACCELERATED BENEFITS UNDER THIS PLAN, YOU MAY LOSE YOUR RIGHT TO RECEIVE CERTAIN PUBLIC FUNDS SUCH AS MEDICARE, MEDICAID, SOCIAL SECURITY, SUPPLEMENTAL SECURITY, SUPPLEMENTAL SECURITY INCOME AND POSSIBLY OTHERS.

ANY BENEFITS RECEIVED UNDER THIS PROVISION MAY BE TAXABLE. SEE YOUR PERSONAL TAX ADVISOR FOR FURTHER INFORMATION.

ANY BENEFITS RECEIVED UNDER THIS PROVISION ARE INTENDED TO QUALIFY UNDER SECTION 101(g) (26 U.S.C 101(g)) OF THE INTERNAL REVENUE CODE OF 1986 AS AMENDED BY PUBLIC ACT 104-191.

What if an individual is no longer Terminally Ill?

If diagnosed as no longer Terminally Ill, coverage may or may not remain in force.

Coverage which remains in force will be reduced by any amount of Accelerated Death Benefits received and premium is due for this reduced amount.

If coverage does not remain in force, then the reduced amount of coverage may be converted.

What limitations apply to this benefit?

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

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

The Accelerated Death Benefit provision does not apply to any Accidental Death, Dismemberment and Loss of Sight coverage, and no payment of an Accelerated Death Benefit will reduce or otherwise affect the amount of benefits available to You under any applicable Accidental Death, Dismemberment and Loss of Sight benefit.

What if You made an assignment?

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

What if a dispute occurs over whether You are Terminally Ill?

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

WEST VIRGINIA

LIFE

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

Conversion Privilege

The following paragraph replaces the same paragraph appearing in the Conversion Privilege section of the Booklet-certificate.

If the qualifying event is Policy termination or termination of coverage for a class, then the individual must have been insured for at least 3 years under the Policy in order to be eligible for this conversion privilege.

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

Hartford Life and Accident Insurance Company
Hartford, Connecticut

Member of The Hartford Insurance Group