



## YOUR BENEFIT PLAN



Employees and Retirees  
BASIC TERM LIFE AND OPTIONAL TERM LIFE POLICY  
ACCIDENTAL DEATH & DISMEMBERMENT POLICY  
Effective July 1, 2016



**Commonwealth of Massachusetts  
Group Insurance Commission**

### **Questions about Your Coverage**

**In the event You have questions regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:**

The Hartford  
Group Benefits Division, Customer Service  
P.O. Box 2999  
Hartford, CT 06104-2999

**Or call Us at:** 1-800-523-2233

When calling, please give Us the following information shown on the "Certificate of Insurance" page of this group life insurance certificate:

- 1) the policy number; and
- 2) the name of the policyholder (employer or organization).

**Or You may contact Our Sales Office:**

Hartford Life Insurance Company  
Group Sales Department  
100 High Street  
Boston, MA 02110-2301  
TOLL FREE: 800-871-2071  
FAX: 617-378-4633

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

<b>For Residents of:</b>	<b>Write</b>	<b>Telephone</b>
<b>Arkansas</b>	Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904	1(800) 852-5494 1(501) 371-2640 (in the Little Rock area)
<b>California</b>	State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013	1(800) 927-HELP
<b>Idaho</b>	Idaho Department of Insurance Consumer Affairs 700 W State Street, 3rd Floor PO Box 83720 Boise, ID 83720-0043	1-800-721-3272 or <a href="http://www.DOI.Idaho.gov">www.DOI.Idaho.gov</a>
<b>Illinois</b>	Illinois Department of Insurance Consumer Services Station Springfield, Illinois 62767	Consumer Assistance: 1(866) 445-5364 Officer of Consumer Health Insurance: 1(877) 527-9431
<b>Indiana</b>	Public Information/Market Conduct Indiana Department of Insurance 311 W. Washington St. Suite 300 Indianapolis, IN 46204-2787	Consumer Hotline: 1(800) 622-4461 1(317) 232-2395 (in the Indianapolis Area)
<b>Massachusetts</b>	Massachusetts Division of Insurance 1000 Washington Street Boston, MA 02118-6200	1 (617) 521-7794
<b>Virginia</b>	Life and Health Division Bureau of Insurance P.O. Box 1157 Richmond, VA 23209	1(804) 371-9741 (inside Virginia) 1(800) 552-7945 (outside Virginia)

**Wisconsin**

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873

1(800) 236-8517 (outside of Madison)  
1(608) 266-0103 (in Madison)  
to request a complaint form.

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

**For residents of:****Arizona**

This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read This certificate carefully.

**Florida**

The benefits of the policy providing you coverage are governed primarily by the laws of a state other than Florida.

**STATE OF DELAWARE**  
**The Civil Union and Equality Act of 2011**  
**Effective January 1, 2012**

In accordance with Delaware law, insurers are required to provide the following notice to applicants of insurance policies issued in Delaware.

The Civil Union and Equality Act of 2011 ("the Act") creates a legal relationship between two persons of the same sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Delaware to spouses in a legal marriage. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Delaware law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to Chapter 2 of Title 13 of the Delaware Code or the State of Delaware website at [www.delaware.gov/CivilUnions](http://www.delaware.gov/CivilUnions).

**Georgia**

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

**STATE OF ILLINOIS**  
**The Religious Freedom Protection and Civil Union Act**  
**Effective June 1, 2011**

In accordance with Illinois law, insurers are required to provide the following notice to applicants of insurance policies issued in Illinois.

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The

Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at [www.insurance.illinois.gov](http://www.insurance.illinois.gov).

#### **Maine**

The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change the designation and, policy reinstatement if the insured suffers from organic brain disease and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

#### **Maryland**

**The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.**

#### **Massachusetts**

**As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website ([www.mahealthconnector.org](http://www.mahealthconnector.org)).**

This plan is not intended to provide comprehensive health care coverage and **does not meet Minimum Creditable Coverage standards**, even if it does include services that are not available in the insured's other health plans.

**If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at [www.mass.gov/doi](http://www.mass.gov/doi).**

#### **Montana**

Conformity with Montana statutes: The provisions of this certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this certificate.

#### **North Carolina**

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

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



**IMPORTANT TERMINATION  
INFORMATION**

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

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

**Texas**

**IMPORTANT NOTICE**

To obtain information or make a complaint:

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

1-800-523-2233

You may also write to The Hartford at:

P.O. Box 2999  
Hartford, CT 06104-2999

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9410  
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](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 the agent or The Hartford  
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.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

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

1-800-523-2233

Usted tambien puede escribir a The Hartford:

P.O. Box 2999  
Hartford, CT 06104-2999

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9410  
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](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 agente o The 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.



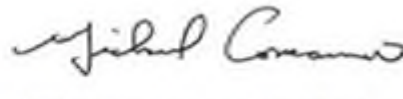
**CERTIFICATE OF INSURANCE**  
**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
**One Hartford Plaza**  
**Hartford, Connecticut 06155**  
(A stock insurance company)

**Policyholder: THE COMMONWEALTH OF MASSACHUSETTS GROUP INSURANCE COMMISSION**  
**Policy Number: GL- 675670**  
**Policy Effective Date: July 1, 2006**  
**Policy Anniversary Date: July 1<sup>st</sup> following the Policy Effective Date**

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us

Signed for the Company

  
**Lisa Levin, Secretary**

  
**Michael Concannon, President**

at Our home office. The Policy may be inspected at the office of the Policyholder.



This health plan, alone, **does not meet Minimum Creditable Coverage standards** and **will not satisfy** the individual mandate that you have health insurance. Please see page 1 for additional information.

Accelerated benefit payments from this policy may qualify for special tax status, if, according to federal definitions, the insured qualifies as terminally ill, or qualifies as chronically ill and uses the accelerated benefit to pay for costs incurred by the insured for qualified long-term care services provided for the insured during the chronic illness. However, if the accelerated benefit is based on "medical conditions" and not terminal or chronic illness as defined in the federal tax code, the benefits may be taxable. We recommend that you contact a tax advisor when making tax-related decisions about electing to receive and use benefits from an accelerated benefit product.

*A note on capitalization in this Certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

## **TABLE OF CONTENTS**

**Certificate Face Page**  
**Schedule of Insurance**  
**Eligibility and Enrollment**  
**Period of Coverage**  
**Benefits**  
**Exclusions**  
**General Provisions**  
**Definitions**

## SCHEDULE OF INSURANCE

**BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF OCTOBER 5, 2016.**

**Cost of Coverage:**

**Contributory Coverage:** Basic Life Insurance  
Optional Life Insurance

**Eligible Class(es) For Coverage:** All Active Employees who are eligible for GIC Life Insurance coverage and who are citizens or legal residents of the United States, its territories and protectorates, excluding temporary, contract, leased or seasonal Employees, as follows:

- Class 1: All Active State Employees
- Class 2: All Retired State Employees
- Class 3: All Elected Officials

**Full-time or half-time Employment:** at least 18  $\frac{3}{4}$  hours in a 37  $\frac{1}{2}$  hour work week or 20 hours in a 40 hour work week.

**Eligibility Waiting Period for Coverage:**

**Class 1:**

- 1) No waiting period - if You are currently insured under the Prior Policy prior to the Policy Effective Date; or
- 2) New Hire: The first day of the month following the date You complete the earlier of 60 days or two calendar months of continuous active employment.

"Prior Policy" means the group life insurance policy carried by the Policyholder on the day before the Policy Effective Date.

**Class 2:** No waiting period

**Class 3:**

- 1) No waiting period - if You were covered under the Prior Policy prior to the Policy Effective Date; or
- 2) The first day of the month nearest to the date You begin Your term of office - if Your term begins after the Policy Effective Date.

The time period(s) referenced above are continuous.

### Life Insurance Benefit

Basic Amount of Life Insurance – Classes 1, 2 & 3:

**Maximum Amount**  
\$5,000

Optional Amount of Life Insurance – Class 2:

**Maximum Amount**  
The Optional Amount of Life Insurance in force  
for You on Your last day of work  
as an Active Employee prior to Your retirement.

Optional Amount of Life Insurance – Classes 1 & 3:

**Maximum Amount:**  
1, 2, 3, 4, 5, 6, 7 or 8 times Your  
Earnings, subject to a maximum of \$1,500,000  
rounded to the next lower \$1,000, if not already  
a multiple of \$1,000, minus \$1,000.

Or an amount You elect in increments of  
\$1,000, up to a maximum of 1 times Your  
Earnings, rounded to the next lower  
\$1,000, if not already a multiple of \$1,000, minus \$1,000.



## ELIGIBILITY AND ENROLLMENT

### Eligible Persons:

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

### Eligibility for Coverage:

You will become eligible for coverage on the latest of:

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

### Enrollment:

If You elect Basic Life Insurance, You are eligible to elect Optional Life Insurance, however You may not elect Optional Life Insurance if You are not covered for Basic Life Insurance.

To enroll, You must:

- 1) complete and sign a GIC Enrollment/Change Form (Form-1), satisfactory to Us, for Your coverage; and
- 2) deliver it to the Policyholder.

You may enroll for Basic Life Insurance during any GIC annual enrollment. If You do not enroll for Optional Life Insurance coverage when first eligible, or if You were eligible to enroll for Optional Life Insurance and did not do so, and later choose to enroll, You may enroll for coverage at any time during the Policy year, subject to Evidence of Insurability. Rules for applying for Life & Health Insurance are governed by the Policyholder.

The GIC annual enrollment is a period of time determined each year by the Policyholder.

### Evidence of Insurability Requirements:

We require Evidence of Insurability, satisfactory to Us, for coverage, if You do not enroll for Optional Life Insurance when You are first eligible to enroll. See the section in the Schedule of Insurance entitled "Eligibility Waiting Period for Coverage" for when You first become eligible.

If Your Evidence of Insurability is not approved by Us, Your Amount of Optional Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability.

**Evidence of Insurability:** Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us; and
- 2) any additional information We may require.

We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy. You will be notified in writing of Our determination of any Evidence of Insurability submission.

### Family Status Change:

With respect to Class 1 and 3, if You have a qualified Family Status Change during the year, You may enroll in or increase Your coverage without Evidence of Insurability in an amount up to four times Your Earnings, provided the GIC receives documentation within 31 days of the Qualifying Event. Documentation of the Qualifying Event is required. Family Status Changes include the following events:

Qualifying Event	Required Documentation
Marriage	Marriage Certificate
Birth or adoption of a child	Birth certificate and/or adoption placement letter
Divorce	Divorce decree
Death of a spouse	Death certificate

## PERIOD OF COVERAGE

### Effective Date:

Coverage that does not require Evidence of Insurability will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) with respect to Optional Life Insurance, the first day of the second month following the month in which Optional Life Insurance was approved;
- 3) with respect to Optional Life Insurance, the first day of the earliest subsequent month in which the Optional Life Insurance was approved if, as determined by the Policyholder, the effective date of the approval prevents timely withholdings of the increased premium from payrolls.

Any coverage for which Evidence of Insurability is required, will become effective on the date determined by the Policyholder, after We approve Your Evidence of Insurability.

### Changes in Coverage:

After Your initial enrollment, You may increase or decrease Your Optional Life Insurance. If You elect to increase Your Optional Amount of Life Insurance to any higher option, Evidence of Insurability is required.

With respect to Class 1 and 3, Evidence of Insurability will not be required if You increase Your Optional Amount of Life Insurance up to four times Your Earnings during a Family Status Change, provided the Policyholder receives documentation within 31 days of the Family Status Change.

If Your Evidence of Insurability is not satisfactory to Us, the Optional Amount of Life Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

If You are a Retiree and You terminated or reduced Your Optional Life Insurance, You may enroll for or elect to increase Your Optional Life Insurance, subject to Evidence of Insurability. However, You may not elect to increase to an amount that is greater than the Optional Life amount for which You were last insured as an Active Employee. With respect to Basic Life Insurance, if You are a Retiree and You terminated Your Basic Amount of Insurance, You may apply for Basic Life Insurance during any GIC annual enrollment. Rules for applying for Life & Health Insurance are governed by the Policyholder.

### Effective Date for Changes in Coverage:

Any increase or decrease in coverage will take effect on the date determined by the Policyholder.

### Termination:

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 3) the date the Policyholder determines Your coverage has terminated, after receiving Your notice of withdrawal from coverage under The Policy or failure to pay premium; or
- 4) the date determined by the Policyholder when coverage ends due to termination of employment.

### Continuation Provisions:

Coverage can be continued by the Policyholder beyond a date shown in the Termination provision, if the Policyholder provides a plan of continuation. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

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

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions. In all other respects, the terms of Your coverage remain unchanged.

**Leave of Absence:** If You are on a documented leave of absence, Your coverage may be continued for as long as the leave is approved, provided premiums have been paid.

**Lay Off:** If You are laid off, Your coverage may be continued up to 39 weeks commencing on the date determined by the Policyholder, provided that premiums have been paid.

**Waiver of Premium:** Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium. You must make application to the Policyholder within the required time frames.

**Disabled:**

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

- 1) education;
- 2) training; or
- 3) experience.

**Conditions for Qualification:**

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You are Disabled by submitting a GIC waiver of premium application; and
- 3) provide such proof within two years of Your date of Disability.

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

- 1) will be no more than the amount in force on the date that the GIC receives the completed application;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

**Eligible Coverages:**

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

**When Premiums are Waived:**

If We approve Waiver of Premium, the Policyholder will notify You of the date premiums will begin to be waived. We have the right to:

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

We will waive premium payments and continue Your coverage, while You remain Disabled.

However, if We deny Your application for Waiver of Premium or You fail to submit an application for Waiver of Premium within the designated two year period, You may continue the coverage amount in force for You immediately prior to the date You became Disabled, provided premiums continue to be paid for such coverage.

**Waiver Ceases:**

Waiver of Premium ceases on the date:

- 1) You fail to provide Proof of Loss that You remain Disabled;
- 2) You recover and are no longer Disabled; or
- 3) You refuse to be examined by a Physician chosen by Us.

## **BENEFITS**

### **Life Insurance Benefit:**

If You die while covered under The Policy, We will pay Your Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

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

### **Accelerated Benefit:**

In the event that You are diagnosed as Terminally Ill while You are covered under The Policy, We will pay the Accelerated Benefit amount as shown below, provided We receive proof of such Terminal Illness.

You must request in writing that a portion of Your Amount of Life Insurance be paid as an Accelerated Benefit.

The Amount of Life Insurance payable upon Your death will be reduced by any Accelerated Benefit Amount paid under this benefit.

In no event will the Accelerated Benefit Amount exceed 80% or be less than 25% of Your Amount of Life Insurance. This option may be exercised only once. Upon payment of the Accelerated Benefit Amount, future premiums will be waived regardless of your age.

Any benefits received under this benefit may be taxable. You should consult a personal Tax Advisor for further information.

In the event:

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

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

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

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

### **Proof of Terminal Illness and Examinations:**

We reserve the right to require satisfactory proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

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

### **No Longer Terminally Ill:**

If You are diagnosed by a Physician as no longer Terminally Ill and return to an Eligible Class, coverage will remain in force, provided premium is paid.

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

### **Conversion Right:**

If Life Insurance coverage or any portion of it under The Policy ends for any reason, other than non payment of premium, You may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for any Amount of Life Insurance for which You were not eligible and covered under The Policy.

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

**Conversion:**

To convert Your coverage, You must complete a Notice of Conversion Right form.

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date of notice;

whichever is later. However, We will not accept requests for Conversion if they are received more than 90 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective on the first day of the month after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; or
- 3) term insurance.

However, Conversion is not available for any Amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

**Death within the Conversion Period:**

We will pay the Amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates; and
- 2) You die within 31 days of the date coverage terminates.

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

**Conversion Policy**, as used in this provision, means the individual conversion policy that We will send to You after Your eligibility for converted coverage is verified by the GIC.

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

**Notice of Conversion Right form**, as used in this provision, means the form You are required to complete and submit in order to request conversion to an individual life policy.

**Portability Benefits:**

Portability is a provision which allows You to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability is not available to Retirees. Any Active Employee who has left state service and has reached Social Security Normal Retirement Age is no longer eligible to port their coverage.

**Qualifying Events:**

Qualifying Events for You are:

- 1) Your employment terminates for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends.

**Electing Portability:**

You may elect Portability for Your coverage after Your Life Insurance coverage ends because You had a Qualifying Event. The Policy must still be in force in order for Portability to be available.

To elect Portability for You, You must:

- 1) complete a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 day after Life Insurance terminates; or
- 2) 15 days from the date of notice;

whichever is later. However, Portability requests will not be accepted if they are received more than 90 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your coverage ends.

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

**Limitations:**

You may elect to continue no less than 50%, but no more than 100%, of the Amount of Life Insurance which is ending for You. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the Amount of Life Insurance that may be continued will not exceed the lesser of:

- 1) the highest Amount of Life Insurance available for employees under the Policy;
- 2) five times Your annual Earnings; or
- 3) \$750,000 from all GIC Basic and Optional Life Insurance plans combined.

You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You be able to continue an Amount of Life Insurance which is less than \$5,000.

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

You are not eligible to elect Portability beyond 90 days from the date:

- 1) Your coverage under the Policy ends;
- 2) You begin working less than the minimum number of hours, as shown in the Schedule for Full-time or halftime Employment.

Additionally, You are not eligible to elect Portability if You fail to pay the GIC monthly premium or You withdraw from GIC coverage.



**Effect of Portability on other Provisions:**

Portability is not available for any Amount of Life Insurance which was, or is being, continued in accordance with the:

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

under The Policy. However, If:

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

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

## **GENERAL PROVISIONS**

**Notice of Claim:**

You, or the person who has the right to claim benefits, must give the Policyholder written notice of a claim as soon as possible after the date of death. You must give the Policyholder written notice of claim within 2 years of the date of Your Disability with respect to the Waiver of Premium provision.

Such notice must include the claimant's name, address and the Policy Number and any other information required in accordance with the Proof of Loss provision.

**Proof of Loss:**

Proof of Loss for loss of life claims may include, but is not limited to, the following:

- 1) a certified copy of the death certificate, if applicable (a photocopy is not acceptable);
- 2) Your Beneficiary Designation (if applicable) which includes all beneficiary's names, dates of birth, social security numbers and addresses;
- 3) a copy of Your life insurance certificate or GIC annual benefits statement.

If death is the result of an accident, also provide the following additional information:

- 1) a copy of any and all police reports;
- 2) a copy of any newspaper articles.

Claims forms are not required to be submitted. The GIC will process this information and forward it to Us. We will then mail payment to Your beneficiary(ies), or to You, if living. This procedure applies for all deaths regardless of cause, for claims due to loss of life.

Proof of Loss with respect to proof of Disability under the Waiver of Premium provision may include, but is not limited to, the following:

- 1) documentation of:
  - a) the date Your Disability began;
  - b) the cause of Your Disability; and
  - c) the prognosis of Your Disability;
- 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 or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 5) Any additional information required by Us to adjudicate the claim.

**Sending Proof of Loss:**

Written Proof of Loss should be sent within 365 day(s). All Proof of Loss should be sent to the Policy Holder. However, all claims should be submitted to Us within 365 day(s) of the date coverage ends.

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

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

**Physical Examination and Autopsy:**

While a claim is pending We have the right at Our expense:

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

**Claim Payment:**

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision and the Beneficiary Designation, but not more than 30 day(s) after such Proof of Loss is received.

**Claims to be Paid:**

Life Insurance Benefits will be paid in accordance with the life insurance Beneficiary Designation.

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

- 1) to Your surviving spouse; or
- 2) if Your spouse does not survive You, in equal shares to Your surviving children; or
- 3) if no child survives You, in equal shares to Your surviving parents; or
- 4) if no parent survives You, in equal shares to Your surviving siblings; or
- 5) if no sibling survives You, to the executors or administrators of Your estate; or
- 6) if none, to the person or persons determined to be entitled thereto under the laws of the Commonwealth of Massachusetts.

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

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

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

If benefits are payable and meet Our guidelines, then You, or Your beneficiary, may elect to receive benefits in a lump sum payment via a check, or through Electronic Funds Transfer (EFT). You or your Beneficiary may also elect to receive benefits through a draft book account (Safe Haven checking account). The draft book account will be owned by or lump sum payment will be made to:

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

For benefits to be paid through a Safe Haven account or through Electronic Funds Transfer, the beneficiary needs to contact Hartford Life and Accident Insurance Company for the required forms. If We do not receive a signed form, the benefits will be paid by check.

**Beneficiary Designation:**

You may designate or change a beneficiary by doing so in writing on a form satisfactory to the Policyholder and filing the form with the Policyholder. Only satisfactory forms sent to and received by the Policyholder prior to Your death will be accepted. When You become insured, You must name someone as Your beneficiary to receive Your life insurance proceeds. You may name more than one person and determine the proportion each person is to receive. If more than one beneficiary is named, and You do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before You or the share of a beneficiary who is disqualified will pass to any surviving beneficiary in the order You designated. If no beneficiary is named or no named beneficiary survives You, see the provision entitled "Claims to be Paid" in the "General Provisions" section.

Beneficiary designations will only become effective as of the date the Policyholder receives Your signed and dated form; forms are only valid if they are satisfactory and are received prior to Your death. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Policyholder.

Generally, a beneficiary may not be changed by a Power of Attorney (POA), unless there is a specific grant under a durable POA document to allow the changing of life insurance beneficiaries. In some states, the law requires a specific grant of power for the attorney-in-fact to name himself or herself as a beneficiary.

**Policy Interpretation:**

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

**Incontestability:**

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

In the absence of Insurance Fraud, 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.

**Assignment:**

You have the right to absolutely assign all Your rights and interest (with respect to Basic Life Insurance and, if applicable, Optional Life Insurance) under The Policy including, but not limited to the following:

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

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

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us, the Policyholder and You.

We and the Policyholder assume no responsibility:

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

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

**Legal Actions:**

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

**Insurance Fraud:**

Insurance fraud occurs if You and/or the Policyholder provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or the Policyholder 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 the Policyholder perpetrate insurance fraud.

**Misstatements:**

If material facts about You were not stated accurately:

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

## DEFINITIONS

**Active Employee** means an employee who works either full-time or half-time as defined by the Policyholder on a regular basis in the usual course of the Policyholder's business. This must be at least the number of hours shown in the Schedule of Insurance.

**Amount of Life Insurance** means both Basic and Optional Life Insurance, if applicable, unless otherwise stated in specific provisions.

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

**Conversion Policy**, as used in the "Conversion Right" provision, means the individual conversion policy that We will send to You after Your eligibility for converted coverage is verified by the GIC.

**Conversion Right** means Your right to convert terminated coverage to an individual conversion policy if Life Insurance coverage under The Policy ends. For specific details on Your Conversion Rights, see the section entitled "Conversion Right."

**Deferred Retiree** means an employee insured under this Policy who terminates his or her service with the Commonwealth, and who has a right to retire but whose retirement is deferred as required by the applicable provision of law of the Commonwealth of Massachusetts, and who, for the purposes of insurance, has thus been granted a leave of absence without pay.

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

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

**Earnings** means Your annual salary, wages and other compensation as determined by the Policyholder.

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

**Notice of Conversion Right form**, as used in the "Conversion Right" provision, means the form You are required to complete and submit in order to request conversion to an individual life policy.

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

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

**Policy Effective Date** means the effective date of The Policy shown in the Schedule of Insurance.

**Policyholder** means the Policyholder named on the Certificate of Insurance (The Commonwealth of Massachusetts Group Insurance Commission).

**Portability** is a provision which allows You to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. For specific details on Your Portability rights and what is considered a Qualifying Event, see the section entitled "Portability."

**Proof of Loss** means proof of Your Disability or death, as applicable. See the section entitled "Proof of Loss" in "General Provisions" for the list of acceptable types of proof.

**Related** means Your spouse, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Retiree/Retired Employee** means as set forth in Chapter 32A, Massachusetts General Laws, and the Rules and Regulations established by the Policyholder relating to said Chapter.

**Social Security Normal Retirement Age**, as used in the Portability provision, means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

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

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

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

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

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



## AMENDATORY RIDER

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

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

For Colorado residents:

- 1) The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.
- 2) Item #2 of the definition of **Dependent Child(ren)** is amended to read as follows: any other children related to You by blood or marriage or civil union or domestic partnership who:
- 3) The following is added to the definition of **Spouse**:  
Spouse will include Your partner in a civil union.
- 4) The **Change in Family Status** provision is amended to read as follows:  
A Change in Family Status occurs when:
  - 1) You get married or enter a civil union or You execute a domestic partner affidavit;
  - 2) You and Your spouse divorce or terminate a civil union or terminate a domestic partnership;
  - 3) Your child is born or You adopt or become the legal guardian of a child;
  - 4) Your spouse or party to a civil union or domestic partner dies;
  - 5) Your child is no longer financially dependent on You or dies;
  - 6) Your spouse or party to a civil union or domestic partner is no longer employed, which results in a loss of group insurance; or
  - 7) You have a change in classification from part-time to full-time or from full-time to part-time.

For Delaware residents:

The **Spouse** definition is amended to read as follows:

**Spouse** means Your spouse who is not legally separated or divorced from You.

Spouse will include Your party to a civil union, provided You:

- 1) have established that You and Your partner are parties to a civil union for purposes of The Policy; or
- 2) have registered as parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered parties to a civil union provided You continue to meet the requirements required by law.

For Hawaii residents:

The **Spouse** definition is amended to read as follows:

**Spouse** means Your spouse who is not legally separated or divorced from You.

Spouse will include Your party to a civil union, provided You:

- 1) have established that You and Your partner are parties to a civil union for purposes of The Policy; or
- 2) have registered as parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered parties to a civil union provided You continue to meet the requirements required by law.

For Illinois residents:

The **Spouse** definition is amended to read as follows:

**Spouse** means Your spouse who is not legally separated or divorced from You.

Spouse will include Your party to a civil union, provided You:

- 1) have established that You and Your partner are parties to a civil union for purposes of The Policy; or
- 2) have registered as parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered parties to a civil union provided You continue to meet the requirements required by law.



For Louisiana residents:

- 1) The definition of **Dependent** is replaced by the following:  
**Dependent** means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories and protectorates. Any person who is in full-time military service cannot be a dependent, unless that person is subsequently called to military service and any required premium is paid.
- 2) The age limit stated in the **Continuation for Dependent Children with Disabilities** provision is increased to 21, if less than 21.
- 3) The following provision is added to the **Period of Coverage** provisions:  
**Reinstatement after Military Service: If:**
  - 1) Your coverage terminates because You enter active military service; and
  - 2) You are rehired within 12 months of the date Your coverage terminated/within 12 months of the date You return from active military service;then coverage for You and Your previously covered Dependent Spouse/Dependents may be reinstated, provided You request such reinstatement within 31 days of the date You return to work. The reinstated coverage will:
  - 1) be the same coverage amounts in force on the date coverage terminated; and
  - 2) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
  - 3) be subject to all the terms and provisions of The Policy.
- 4) The last paragraph of the **Claims to be Paid** provision is replaced by the following:  
In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your funeral or other expenses incident to Your last illness or death. Payment to any person, as shown above, will release Us from liability for the amount paid.
- 5) The exclusion for the **Seatbelt and Air Bag** benefit is replaced by the following:  
The Seat Belt and Air Bag Benefit will not be payable if the injured person is operating the Motor Vehicle at the time of Injury while:
  - 1) Intoxicated; or
  - 2) under the influence of narcotics, unless administered on the advice of a physician.
- 6) The drug exclusion in the Accidental Death and Dismemberment Exclusions is replaced by the following: Injury sustained while under the influence of narcotics, unless administered on the advice of a Physician;

For Michigan residents:

The **Policy Interpretation** provision is deleted in its entirety.

For Minnesota residents:

- 1) The term "granted military leave of absence" in the Military Leave of Absence portion of the **Continuation Provisions** section, is amended to "documented military leave of absence."
- 2) The provision titled "**Lay Off**" is deleted from the Continuation Provisions and is replaced by the following: **Lay Off:** If You are voluntarily or involuntarily terminated or Laid Off, You may elect to continue Your coverage by making monthly premium payments to the Employer for the cost of continued coverage. You must elect this continued coverage within 60 days from:
  - 1) the date Your coverage would otherwise terminate; or
  - 2) the date You receive a written notice of Your right to continue coverage;whichever is later. The amount of premium charged may not exceed 102% of the premium paid, either by You or the Employer, for life insurance coverage for an Active Employee. The Employer will inform You of:
  - 1) Your right to continue coverage;
  - 2) the amount of monthly premium; and
  - 3) how, where and by when payment must be made.Upon request, the Employer will provide You Our written verification of the cost of coverage. Coverage will continue until the first to occur of:
  - 1) the date You are covered under another group policy; or
  - 2) the last day of the 18th month following the date of termination or layoff.At the end of such 18 month period, You may exercise the Conversion Right if You do so within the time limits described in such provision. However, in lieu of conversion coverage You may accept a policy providing reduced benefits at a reduced premium rate. Minnesota law requires that if Your coverage ends because the Employer fails:
  - 1) to notify You of Your right to continue coverage; or
  - 2) to pay the premium after timely receipt;

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

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

For Missouri residents:

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

For Montana residents:

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

For New Hampshire residents:

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

**Spouse Continuation:** *Can coverage be continued for a divorced Spouse?*

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

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

For North Dakota residents:

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

For Ohio residents, any references to **Accelerated Benefit** are amended to read as **Accelerated Death Benefit**.

For Oregon residents:

- 1) The **Spouse** definition is amended to read as follows:

**Spouse** means Your spouse who:

- 1) is under age 65;
- 2) is not legally separated or divorced from You; and
- 3) is not in active full-time military service outside the continental United States, Hawaii, Puerto Rico or Alaska. However, Your spouse who is in active full-time military service inside the continental United States, Hawaii, Puerto Rico or Alaska will be considered a Dependent.

Spouse will include Your domestic partner provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy; or
- 2) have registered as domestic partners with a government agency or office where such registration is available.

You will continue to be considered domestic partners provided You continue to meet the requirements of the law or as described in the domestic partner affidavit.

- 2) The following is added to the definition of **Dependent Child(ren)**:

Dependent Child(ren) will also include child(ren) of Your Oregon registered domestic partner.

- 3) The **Continuation Provisions** section is amended to include the following for Employers with 10 or more employees:

Jury Duty: If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:

- 1) elected to have Your coverage continued; and
- 2) provided notice of the election to Your employer in accordance with Your employer's notification policy.

For Rhode Island residents:

- 1) The **Spouse** definition is amended to read as follows:

**Spouse** means Your spouse who is not legally separated or divorced from You.

Spouse will include Your party to a civil union, provided You:

- 1) have established that You and Your partner are parties to a civil union for purposes of The Policy; or
- 2) have registered as parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered parties to a civil union provided You continue to meet the requirements required by law.

- 2) The following is added to **Continuation Provisions**:

Family Military Leave of Absence: If Your spouse or child enters active full-time military service outside of the continental United States, Hawaii, Puerto Rico or Alaska, and You:

- 1) have been employed with the same employer for at least two years; and
- 2) have completed 1,250 hours of service during a 12 month period immediately prior to the date Military Leave of Absence would begin; and
- 3) have exhausted all the other time made available to You by Your Employer except sick time and short term disability;

then Your coverage may be continued for up to 30 days. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

To elect a Family Military Leave of Absence, You must notify Your Employer at least 14 days prior to the date the leave would begin if the leave would consist of five or more consecutive work days. For a leave of less than five days, the Employee should give notice as soon as reasonable possible.

3) The provision titled **Policy Interpretation** is deleted in its entirety.

For South Carolina residents:

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

For South Dakota residents:

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

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

For Utah residents:

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

In no event will the amount of insurance increase while coverage is continued in accordance with this provision. The Continuation Provisions shown above may not be applied consecutively. If such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed twelve consecutive months.

For Vermont residents:

- 1) The following Endorsement applies:  
**Purpose:** This endorsement is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to

parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must have been established in the state of Vermont according to Vermont law.

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

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

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

- 2) The following sentence is added to the **Life Insurance Benefit** provision:

Interest is payable from the date of death until the date payment is made at an interest rate of 6% per year or at least Our corporate interest rate, whichever is greater.

For Washington residents:

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

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

- 3) The **Labor Dispute** continuation provision is replaced with the following:

**Labor Dispute:** If You are not Actively at Work as the result of a labor dispute, all of Your coverages (including Dependent Life coverage) may be continued during such dispute until the last day of the month in which the coverage terminated, but in no event for a period exceeding six months. If the labor dispute ends, this continuation will cease immediately.

- 4) The provision titled **Policy Interpretation** is deleted in its entirety.
- 5) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
- 6) The **Spouse** definition is amended to read as follows:

**Spouse** means Your spouse who is not legally separated or divorced from You.

Spouse will include Your domestic partner or party to a civil union, provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners or parties to a civil union for purposes of The Policy; or
- 2) have registered as domestic partners or parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered domestic partners or parties to a civil union provided You continue to meet the requirements described in the domestic partner affidavit or required by law.

For Wisconsin residents:

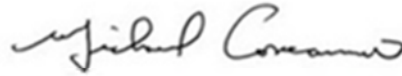
- 1) The dollar amount stated in the **Conversion Right** provision is changed to \$5,000, if not \$5,000.
- 2) The dollar amounts stated in the second paragraph and the last paragraph of the **Claims to be Paid** provision are changed to \$1,000, if not \$1,000.

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

Signed for Hartford Life and Accident Insurance Company.



Lisa Levin, *Secretary*



Michael Concannon, *President*



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

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

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY  
ACCELERATED BENEFIT OPTION DISCLOSURE FORM  
REQUIRED DISCLOSURE STATEMENT FOR ACCELERATED BENEFITS

**Limitations of the Accelerated Benefit**

The accelerated death benefit in this life insurance product may provide benefits to pay for Long-term care services, but it is NOT part of a long-term care or nursing home insurance policy and the amount this product pays you may not be enough to cover your medical, nursing home or other bills. You may use the money you receive from this product for any purpose. Unlike conventional life insurance proceeds, accelerated benefits payable under this product COULD BE TAXABLE IN SOME CIRCUMSTANCES. We recommend that you contact a tax advisor when making tax-related decisions about electing to receive and use benefits from an accelerated death benefit product.

**Consequences of This Benefit**

Receipt of accelerated death benefits MAY AFFECT MEDICAID and SUPPLEMENTAL SECURITY INCOME ("SSI") ELIGIBILITY. The mere fact that you are covered under a policy with an accelerated death benefit product may affect your eligibility for these government programs. In addition, exercising the option to accelerate death benefits and receiving those benefits before you apply for these programs, or while you are receiving government benefits, may affect your initial or continued eligibility. Contact the Medicaid Unit of your local Division of Medical Assistance and the Social Security Administration for more information.

**Medical Condition enabling acceleration of life benefit**

Terminal Illness which means a condition that a physician certifies will reasonably be expected to result in death in 12 months or less.

**Options available at time of claim**

Minimum accelerated amount of in-force life insurance: 25%

Maximum accelerated amount of in-force life insurance: 80%

Accelerated Benefits are payable as: LUMP SUM

**Premium for Accelerated Benefit**

None

**Administrative Expense Charge**

None

**Signature of Applicant**

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**Signature of Carrier Representative**

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(Hartford Life and Accident Insurance Company use only)

# **YOUR BENEFIT PLAN**

## **THE COMMONWEALTH OF MASSACHUSETTS GROUP INSURANCE COMMISSION**

**Accidental Death & Dismemberment**

### **Questions about Your Coverage**

**In the event You have questions regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:**

The Hartford  
Group Benefits Division, Customer Service  
P.O. Box 2999  
Hartford, CT 06104-2999

**Or call Us at:** 1-800-523-2233

When calling, please give Us the following information shown on the "Certificate of Insurance" page of this group insurance certificate:

- 1) the policy number; and
- 2) the name of the policyholder (employer or organization).

**Or You may contact Our Sales Office:**

Hartford Life Insurance Company  
Group Sales Department  
100 High Street  
Boston, MA 02110-2301  
TOLL FREE: 800-871-2071  
FAX: 617-378-4633



**CERTIFICATE OF INSURANCE**

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)

**Policyholder: The Commonwealth of Massachusetts Group Insurance Commission**

**Policy Number: ADD-S06736**

**Policy Effective Date: July 1, 2016**

**Policy Anniversary Date: July 1<sup>st</sup> following the Policy Effective Date**

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

  
Lisa Levin, Secretary

  
Michael Concannon, President

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*A note on capitalization in this Certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

**TABLE OF CONTENTS**

**Certificate Face Page**  
**Schedule of Insurance**  
**Eligibility and Enrollment**  
**Period of Coverage**  
**Benefits**  
**Exclusions**  
**General Provisions**  
**Definitions**

## SCHEDULE OF INSURANCE

**BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF OCTOBER 5, 2016.**

### **Cost of Coverage**

**Non-Contributory Coverage:** Basic Accidental Death and Dismemberment Insurance

**Contributory Coverage:** Optional Accidental Death and Dismemberment Insurance

**Eligible Class(es) For Coverage:** All Active Employees who are citizens or legal residents of the United States, its territories and protectorates, excluding temporary, contract, leased or seasonal Employees, as follows:

- Class 1: All Active State Employees
- Class 2: All Retired State Employees
- Class 3: Elected Officials

**Full-time or half-time Employment:** at least 18 <sup>3</sup>/<sub>4</sub> hours in a 37 <sup>1</sup>/<sub>2</sub> hour work week or 20 hours in a 40 hour work week.

### **Eligibility Waiting Period for Coverage:**

#### **Class 1:**

- 1) No waiting period - if You are currently insured and were covered under the Prior Policy prior to the Policy Effective Date; or
- 2) New Hire: The first day of the month following the date You complete the earlier of 60 days or two calendar months of continuous active employment.

*"Prior Policy" means the group life insurance policy carried by the Policyholder on the day before the Policy Effective Date.*

#### **Class 2:**

No waiting period

#### **Class 3:**

- 1) No waiting period - if You are currently insured and were covered under the Prior Policy prior to the Policy Effective Date; or
- 2) The first day of the month nearest to the date You begin Your term of office - if Your term begins after the Policy Effective Date.

The time period(s) referenced above are continuous.

**Policy Age Limit:** None

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

#### **Basic AD&D Principal Sum**

*Class 1, 2 & 3:*

**Basic Principal Sum Amount:** \$5,000

The amount You elect is the amount indicated on Your GIC Enrollment/Change Form (Form-1).



## **Additional Benefits**

*Classes 1, 2, and 3:*

### **Seat Belt and Air Bag Benefit:**

Seat Belt Benefit Percentage: 10%

Maximum Amount: \$25,000

Minimum Amount: \$1,000

Air Bag Benefit Maximum Amount: \$5,000

*Classes 1, 2, and 3:*

### **Rehabilitation Benefit:**

Maximum Amount: \$10,000

Rehabilitation Benefit Percentage: 10%

*Classes 1, 2, and 3:*

### **Coma Benefit:**

Waiting Period: 31 day(s)

Coma Benefit: An amount equal to Your Principal Sum

*Classes 1, 2, and 3:*

### **Brain Damage Benefit:**

Brain Damage Benefit: An amount equal to Your Principal Sum

*Classes 1, 2, and 3:*

### **Felonious Assault Benefit:**

Maximum Amount: \$1,500,000

Felonious Assault Benefit Percentage: An amount equal to 3 times Your Principal Sum

## **Optional AD&D Principal Sum**

### **Principal Sum**

The Principal Sum applicable to You is the amount for which:

- a) You are eligible to request as determined below;
- b) You have given us a Written Request; and
- c) the required premium is paid.

*Class 1& 3:*

### **Optional Principal Sum Amount:**

1, 2, 3, 4, 5, 6, 7 or 8 times Your Earnings,  
rounded to the next lower \$1,000, if not already a multiple of \$1,000, minus \$1,000, or an  
amount selected in \$1,000 increments up to one times Your Earnings,  
rounded to the next lower \$1,000, if not already a multiple of \$1,000, minus \$1,000.  
Optional AD&D coverage amounts are equal to Optional Life  
insurance amounts subject to a Maximum Amount of \$1,500,000

*Class 2:*  
**Optional Principal Sum Amount\*:**

1, 2, 3, 4, 5, 6, 7 or 8 times Your Earnings,  
rounded to the next lower \$1,000, if not already a multiple of \$1,000, minus \$1,000, or an  
amount selected in \$1,000 increments up to one times Your Earnings,  
rounded to the next lower \$1,000, if not already a multiple of \$1,000, minus \$1,000.  
Optional AD&D coverage amounts are equal to Optional Life  
insurance amounts subject to a Maximum Amount of \$1,500,000

## **ELIGIBILITY AND ENROLLMENT**

**Eligible Persons:**

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

**Eligibility for Coverage:**

You will become eligible for coverage on the latest of:

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

**Enrollment:**

If You elect Basic AD&D Insurance, You are eligible to elect Optional AD&D Insurance, however You may not elect Optional AD&D Insurance if You are not covered for Basic AD&D Insurance.

To enroll You must:

- 1) complete and sign a GIC Enrollment/Change Form (Form-1) which is satisfactory to Us, for Your coverage; and
- 2) deliver it to Your Policyholder.

You may enroll for Basic AD&D Insurance during any GIC annual enrollment. If You do not enroll for Optional AD&D Insurance when first eligible, or if You were eligible to enroll for Optional AD&D Insurance and did not do so, and later choose to enroll, You may enroll for coverage at any time during the Policy year, subject to Evidence of Insurability. Rules for enrolling for AD&D coverage are governed by the Policyholder.

The GIC annual enrollment is a period of time determined each year by the Policyholder.

**Evidence of Insurability Requirements:**

We require Evidence of Insurability, approved by Us, for coverage, if You do not enroll for Optional Insurance when You are first eligible. See the section in the Schedule of Insurance entitled "Eligibility Waiting Period for Coverage" for when You first become eligible.

If Your Evidence of Insurability is not satisfactory to Us, Your Amount of Optional Insurance will equal the amount for which You were eligible without providing Evidence of Insurability.

**Evidence of Insurability:** Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us; and
- 2) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

**Family Status Change:**

With respect to Class 1 and 3, if You have a qualified Family Status Change during the year, You may enroll in or increase Your coverage without Evidence of Insurability in an amount up to four times Your Earnings, provided the GIC receives documentation within 31 days of the Qualifying Event. Documentation of the Qualifying Event is required. Family Status Changes include the following events:

Qualifying Event	Required Documentation
Marriage	Marriage Certificate
Birth or adoption of a child	Birth certificate and/or adoption placement letter
Divorce	Divorce decree
Death of a spouse	Death certificate

## PERIOD OF COVERAGE

### Effective Date:

Coverage that does not require Evidence of Insurability will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) with respect to Optional Insurance, the first day of the second month following the month in which Optional coverage was approved;
- 3) with respect to Optional Insurance, the first day of the earliest subsequent month in which the Optional coverage was approved if, as determined by the Policyholder, the effective date of the approval prevents timely withholdings of the increased premium from payrolls.

Any coverage for which Evidence of Insurability is required, will become effective on a date determined by the Policyholder after We approve Your Evidence of Insurability.

### Changes in Coverage:

After Your initial enrollment, You may increase or decrease Your Optional coverage. If You elect to increase Your Optional coverage to any higher option, Evidence of Insurability is required.

With respect to Class 1 and 3, Evidence of Insurability will not be required if You increase Your Optional Amount of Insurance up to four times Your Earnings during a Family Status Change, provided the Policyholder receives documentation within 31 days of the Family Status Change.

If Your Evidence of Insurability is not satisfactory to Us, the Optional Principal Sum Amount You had in effect on the date immediately prior to the date You requested the increase will not change.

If You are a Retiree and You terminated or reduced Your Optional coverage, You may enroll for or elect to increase Your Optional coverage, subject to Evidence of Insurability. However, You may not elect to increase to an amount that is greater than the amount for which You were last insured as an Active Employee. With respect to Basic AD&D Insurance, if You are a Retiree and You terminated Your Basic Insurance, You may apply for Basic Insurance during any GIC annual enrollment. Rules for enrolling for Basic and Optional coverage are governed by the Policyholder.

### Effective Date for Changes in Coverage:

Any decrease in coverage will take effect on the date determined by the Policyholder.

Any increase in coverage will take effect on the latest of:

- 1) the anniversary date following the date of the change, if the change is elected during an Annual Enrollment Period;
- 2) the first day of the second month following the month in which the change in Optional coverage was authorized;
- 3) the first day of the earliest subsequent month in which the change in Optional coverage was authorized if, as determined by the Policyholder, the effective date of the authorization prevents timely withholdings of the increased premium from payrolls;
- 4) or the date Evidence of Insurability is approved, if required.

### Termination:

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or the Policy no longer covers Your class;
- 3) the last day of the month following the date the required premium is due but not paid;
- 4) the date the Policyholder determines Your coverage has terminated, after receiving Your notice of withdrawal from coverage under The Policy;
- 5) the date determined by the Policyholder when coverage ends due to termination of employment;
- 6) the date You are approved for waiver of premium under Your Life policy;

7) thirty one days following the date You are no longer Actively at Work\*; unless continued in accordance with one of the Continuation Provisions.

\*This includes the date You retire from employment, unless You apply to continue Your Basic and Optional Insurance by completing a GIC Employment Status Change Form (Form-1A) and continue to pay the required premiums.

**Continuation Provisions:**

Coverage can be continued by the Policyholder beyond a date shown in the Termination provision, if the Policyholder provides a plan of continuation. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

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

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions. In all other respects, the terms of Your coverage remain unchanged.

Leave of Absence: If You are on a documented leave of absence, Your coverage may be continued for as long as the leave is approved, provided premiums have been paid.

Lay Off: If You are laid off, Your coverage may be continued up to 39 weeks commencing on the date determined by the Policyholder, provided that premiums have been paid.

**BENEFITS**

**Accidental Death and Dismemberment Benefit:**

If You sustain an Injury that results in any of the following Losses within 365 days of the date of accident, We will pay your full amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss, in accordance with the Proof of Loss provision.

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

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident.

Your amount of Principal Sum is shown in the Schedule of Insurance.

**For Loss of:**

**Benefit:**

Life.....	full amount of Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	full amount of Principal Sum
One Hand and One Foot .....	full amount of Principal Sum
One Hand and the Sight of One Eye.....	full amount of Principal Sum
One foot and the Sight of One Eye .....	full amount of Principal Sum
Speech and Hearing in Both Ears.....	full amount of Principal Sum
Movement of the Upper And Lower Limbs of One Side of the Body (Hemiplegia) .....	One-Half of Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia) .....	full amount of Principal Sum
Movement of Both Lower Limbs (Paraplegia) .....	Three-Quarters of Principal Sum
Thumb and Index Finger of Same Hand .....	One-Quarter of Principal Sum
Either Hand or Foot.....	One-Half of Principal Sum
Sight of One Eye .....	One-Half of Principal Sum
Speech or Hearing in Both Ears.....	One-Half of Principal Sum
Thumb and Index Finger of Either Hand .....	One-Quarter of Principal Sum

**Exposure and Disappearance:**

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

- 1) it results from the forced landing, stranding, sinking or wrecking of a vehicle in which You were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You suffered Loss of life if:

- 1) Your body has not been found within one year after the disappearance of a vehicle in which You were an occupant at the time of its disappearance;
- 2) the disappearance of the vehicle was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered an Injury resulting from the accident.

**Seat Belt and Air Bag Benefit:**

If You sustain an Injury that results in a Loss of Life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

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

a properly registered Motor Vehicle, equipped with seat belt(s), and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, the Minimum Amount will be payable under the Seat Belt Benefit.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

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

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

**Seat Belt** means:

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

The specific amounts for the Seat Belt and Air Bag Benefits are shown in the Schedule of Insurance.

**Felonious Assault Benefit:**

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

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Felonious Assault Benefit will pay the lesser of:

- 1) three times Your Principal Sum; or
- 2) the Maximum Amount for this Benefit.

**Felonious Assault** means a criminal act of violence directed at You while You are engaged in the business of the Policyholder, whether on or off the Policyholder's place of business. Criminal act of violence includes, but is not limited to: robbery, theft, hijacking/skyjacking, assault and battery, sniper attack, murder or civil disturbance.

The Felonious Assault Benefit will not pay for a Loss that results from a Felonious Assault committed by You.

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

**Rehabilitation Benefit:**

If You sustain an Injury that results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

- 1) the actual Expense Incurred for a Rehabilitative Program;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
- 3) a Maximum Amount of \$10,000.

**Rehabilitative Program** means any training which:

- 1) is required due to Your Injury; and
- 2) prepares You for an occupation for which he or she was not previously trained.

**Expense Incurred** means the actual cost of:

- 1) training; and
- 2) materials needed for the training.

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

**Coma Benefit:**

If, as the result of an Injury, You:

- 1) are in a Coma within 90 days from the date of accident; and
- 2) remain continuously in a Coma for at least the number of days shown as the Waiting Period;

We will pay a Coma Benefit after the Waiting Period during which You remain in a Coma. The Coma Benefit is an amount equal to Your full amount of Principal Sum.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Coma Benefit Maximum Amount is offset by other payments under The Policy for the Injury.

Benefits are not payable during the Waiting Period. The Waiting Period begins on the date You become Comatose. The Waiting Period is 31 day(s).

A Physician must certify that the Coma is permanent and irreversible and the certification must be deemed satisfactory to The Hartford.

**Coma/Comatose** means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a Physician.

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

**Brain Damage Benefit:**

If You sustain an Injury that results in Brain Damage within 60 days of the date of accident which:

- 1) requires that You be Hospitalized following the accident; and

2) continues for 12 consecutive months;  
We will pay a Brain Damage Benefit.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Brain Damage Benefit is an amount equal to Your full amount of Principal Sum.

We will not pay this Benefit if a benefit is payable to You for Loss of Life under the Accidental Death and Dismemberment Benefit.

**Brain Damage** means physical damage to the brain which is certified by a Physician at the end of 12 consecutive months to:

- 1) be permanent, complete, and irreversible; and
- 2) prevents You from performing all the substantial and material functions and activities of a person of like age and gender in good health.

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

**Portability Benefits:**

Portability is a provision which allows You to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability is not available to Retirees. Any Active Employee who has left state service and has reached Social Security Normal Retirement Age is no longer eligible to port their coverage.

**Qualifying Events:**

Qualifying Events for You are:

- 1) Your employment terminates for any reason prior to Social Security Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends.

**Electing Portability:**

You may elect Portability for Your coverage after Your Accidental Death and Dismemberment Insurance coverage ends because You had a Qualifying Event. The Policy must still be in force in order for Portability to be available.

To elect Portability for You, You must:

- 1) complete a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 day after Life Insurance terminates; or
- 2) 15 days from the date of notice;

whichever is later. However, Portability requests will not be accepted if they are received more than 90 days after Accidental Death and Dismemberment Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your coverage ends.

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

**Limitations:**

You may elect to continue no less than 50%, but no more than 100%, of the Amount of Accidental Death and Dismemberment Insurance which is ending for You. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the Amount of Accidental Death and Dismemberment Insurance that may be continued will not exceed the lesser of:

- 1) the highest Amount of Accidental Death and Dismemberment Insurance available for employees under the Policy;
- 2) five times Your annual Earnings; or
- 3) \$750,000.

You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You be able to continue an Amount of Accidental Death and Dismemberment Insurance which is less than \$5,000.

Portability is not available for any Amount of Accidental Death and Dismemberment Insurance for which You were not eligible and covered.

You are not eligible to elect Portability beyond 90 days from the date:

- 1) Your coverage under the Policy ends; or
- 2) You begin working less than the minimum number of hours, as shown in the Schedule for Full-time or halftime Employment.

Additionally, You are not eligible to elect Portability if You fail to pay the GIC monthly premium or You withdraw from GIC coverage.

## **EXCLUSIONS AND LIMITATIONS**

### **Exclusions and Limitations:**

The Policy does not cover any losses caused by, contributed to by, or resulting from:

- 1) intentionally self-inflicted Injury, while sane or insane;
- 2) physical or mental illness or infirmity;
- 3) ptomaine; any kind of poisoning while sane or insane, whether voluntary or otherwise;
- 4) bacterial infection other than that occurring in connection with, or in consequence of, accidental bodily Injury;
- 5) travel or flight in any type of aircraft except:
  - a) loss resulting from travel or flight as a passenger in a licensed aircraft operated by a licensed pilot on a scheduled passenger service regularly offered between specified airports by a passenger carrier duly licensed by the proper licensing authority;
  - b) loss resulting from travel or flight as a passenger in a chartered aircraft owned, operated and licensed to a passenger carrier who is licensed to and who offers scheduled, non-charter passenger service regularly, and provided that such chartered aircraft is operated by a licensed pilot during service between specified airports;
  - c) loss resulting from travel or flight in an aircraft used, leased or operated by the Commonwealth of Massachusetts, in which the employee is traveling in the performance of his or her duties.

Loss must be accidental and qualify as an Injury, as defined.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident, with respect to the Accidental Death & Dismemberment Benefit.

**Loss** means with regard to:

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

## **GENERAL PROVISIONS**

### **Notice of Claim:**

You, or the person who has the right to claim benefits, must give the Policyholder written notice of a claim as soon as possible after:

- 1) the date of death; or
- 2) the date of loss.

Such notice must include the claimant's name, address and the Policy Number and any other information required in accordance with the Proof of Loss provision.

### **Proof of Loss:**

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

- 1) a completed claim form;
- 2) a certified copy of the death certificate, if applicable (a photocopy is not acceptable);



- 3) Your Enrollment form;
- 4) a copy of Your life insurance certificate or GIC annual benefits statement;
- 5) Your Beneficiary Designation (if applicable) which includes all beneficiary's names, dates of birth, social security numbers and addresses;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 9) Any additional information required by Us to adjudicate the claim.

If death is the result of an accident, also provide the following additional information:

- 1) a copy of any and all police reports;
- 2) a copy of any newspaper articles.

The GIC will process this information and forward it to Us. We will then mail payment to Your beneficiary(ies), or to You, if living. This procedure applies for all deaths regardless of cause, for claims due to loss of life.

#### **Sending Proof of Loss:**

Written Proof of Loss should be sent within 365 day(s). All Proof of Loss should be sent to the Policy Holder. However, all claims should be submitted to Us within 365 day(s) of the date coverage ends.

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

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

#### **Physical Examination and Autopsy:**

While a claim is pending We have the right at Our expense:

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

#### **Claim Payment:**

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision and Beneficiary Designation, but not more than 30 day(s) after such Proof of Loss is received.

#### **Claims to be Paid:**

Life Insurance Benefits will be paid in accordance with the life insurance Beneficiary Designation. If no beneficiary is named, payment will be made according to the beneficiary designation under the group life policy issued to the Policyholder and in effect at the time of death.

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

- 1) to Your surviving Spouse; or
- 2) if Your Spouse does not survive You, in equal shares to Your surviving child(ren); or
- 3) if no Child survives You, in equal shares to Your surviving parents; or
- 4) if no parent survives You, in equal shares to Your surviving siblings; or
- 5) if no sibling survives You, to the executors or administrators of Your estate; or
- 6) if none, to the person or persons determined to be entitled thereto under the laws of the Commonwealth of Massachusetts.

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

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

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

If benefits are payable and meet Our guidelines, then You, or Your beneficiary, may elect to receive benefits in a lump sum payment via a check, or through Electronic Funds Transfer (EFT).

For benefits to be paid through Electronic Funds Transfer, the beneficiary needs to contact Hartford Life and Accident Insurance Company for the required forms. If We do receive a signed form, the benefits will be paid by check.

**Beneficiary Designation:**

You may designate or change a beneficiary by doing so in writing on a form satisfactory to the Policyholder and filing the form with the Policyholder. Only satisfactory forms sent to and received by the Policyholder prior to Your death will be accepted. When You become insured, You must name someone as Your beneficiary to receive Your life insurance proceeds. You may name more than one person and determine the proportion each person is to receive. If more than one beneficiary is named, and You do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before You or the share of a beneficiary who is disqualified will pass to any surviving beneficiary in the order You designated. If no beneficiary is named or no named beneficiary survives You, see the provision entitled "Claims to be Paid" in the "General Provisions" section.

Beneficiary designations will only become effective as of the date the Policyholder receives Your signed and dated form; forms are only valid if they are satisfactory and are received prior to Your death. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Policyholder.

Generally, a beneficiary may not be changed by a Power of Attorney (POA), unless there is a specific grant under a durable POA document to allow the changing of life insurance beneficiaries. In some states, the law requires a specific grant of power for the attorney-in-fact to name himself or herself as a beneficiary.

**Policy Interpretation:**

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

**Assignment:**

Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign Your rights and interest under The Policy including, but not limited, to the following:

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

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

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us, the Policyholder and You.

We and the Policyholder assume no responsibility:

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

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

**Legal Actions:**

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

**Insurance Fraud:**

Insurance Fraud occurs if You and/or the Policyholder provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or the Policyholder 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 the Policyholder perpetrate Insurance Fraud.

**Misstatements:**

In the absence of Insurance Fraud, if material facts about You were not stated accurately:

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

## DEFINITIONS

**Active Employee** means an employee who works either full-time or half-time as defined by the Policyholder on a regular basis in the usual course of the Policyholder's business. This must be at least the number of hours shown in the Schedule of Insurance.

**Civil or Public Aircraft** means a civil or public aircraft which:

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

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

**Deferred Retiree** means an employee insured under this policy who terminates their service with the Commonwealth and who has a right to retire but whose retirement is deferred as required by the applicable provision of law of the Commonwealth of Massachusetts, and who, for the purposes of insurance, has thus been granted a leave of absence without pay.

**Earnings** means Your annual salary, wages and other compensation as determined by the Policyholder.

**Hospital** means an institution which:

- 1) operates pursuant to law;
- 2) primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- 3) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of Physicians; and
- 4) provides 24-hour nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

- 1) a nursing home, convalescent home, or skilled nursing facility;
- 2) a place for rest, custodial care, or for the aged;
- 3) a clinic; or
- 4) a place for the treatment of mental illness, alcoholism, or substance abuse.

However, a place for the treatment of mental illness, alcoholism or substance abuse will be regarded as a Hospital if it is:

- 1) part of an institution that meets the above requirements; and
- 2) listed in the American Hospital Association Guide as a general Hospital.

**Injury** means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes; which

occurs while You are covered under The Policy.

Loss resulting from:

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

is not considered as resulting from Injury.

**Loss** means with regard to:

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

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

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

**Motor Vehicle** means a self-propelled, four (4) or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

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

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

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

**Policy Effective Date** means the effective date of The Policy shown in the Schedule of Insurance.

**Policyholder** means the Policyholder named on the Certificate of Insurance.

**Proof of Loss** means proof of Your Loss or death, as applicable. See the section entitled "Proof of Loss" in "General Provisions" for the list of acceptable types of proof.

**Prior Policy** means the group accidental death and dismemberment insurance Policy carried by the Policyholder on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

**Retiree/Retired Employee** means as set forth in Chapter 32A, Massachusetts General Laws, and the Rules and Regulations established by the Policyholder relating to said Chapter.

**Scheduled Aircraft** means a Civil or Public Aircraft operated by a scheduled airline which:

- 1) is licensed by the FAA for the transportation of passengers for hire; and
- 2) publishes its flight schedules and fares for regular passenger service.

**Social Security Normal Retirement Age**, as used in the Portability provision, means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

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

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

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

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

## AMENDATORY RIDER

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

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

For California residents:

- 1) "Spouse" will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) "Child" will also include child(ren) of Your California registered domestic partner.

For Maine residents:

- 1) The dollar amount stated in the **Claims to be Paid** provision is changed to \$2,000 if not already \$2,000.
- 2) The phrase "In the absence of Insurance Fraud" is deleted from the **Misstatements** provision.

For New Hampshire residents:

The **Policy Interpretation** provision is deleted.

For South Carolina residents:

- 1) The following is added to the **Physical Examinations and Autopsy** provision: "Such autopsy must be performed during the period of contestability and must take place in the state of South Carolina."
- 2) Item 2 of the **Legal Actions** provision is replaced by the following:
  - 2) 6 years of the date Proof of Loss is required to be furnished according to the terms of The Policy.

For Vermont residents:

**Purpose:** Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.

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

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

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

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer

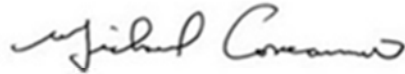
provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

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

Signed for Hartford Life and Accident Insurance Company



**Lisa Levin, Secretary**



**Michael Concannon, President**

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

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