

**YOUR
BENEFIT
PLAN**

JOSHUA INDEPENDENT SCHOOL DISTRICT

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:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company 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 información o para presentar una queja:
Usted puede llamar al número de teléfono gratuito de The Hartford's para obtener información o para presentar una queja al:

1-800-523-2233

Usted también puede escribir a The Hartford:

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

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

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.

State Notices

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

The insurance carrier for the Policy is:

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

The Claims Administrator for the Policy is:

**WebTPA
P.O. Box 99906
Grapevine, TX 76099
1-866-547-4205**

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

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

Alaska:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. The **Spouse** definition will always include a registered domestic partnership, any individual who is a partner to a civil union, and any other relationship allowed by state law.

Arizona:

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

Arkansas:

1. **For Your Questions and Complaints:**
Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
Toll Free: 1(800) 852-5494
Local: 1(501) 371-2640

California:

1. **NOTICE:** You and Your Dependent(s) must be insured with major medical insurance in order to be eligible under the Policy.
2. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, does not apply to You. The following requirement applies to You:

Eligibility Determination:

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine the Covered Person's eligibility for benefits for any claim the Covered Person or the Covered Person's estate make on the Policy. We will:

- 1) obtain with the Covered Person's cooperation and authorization if required by law, only such information

that is necessary to evaluate his/her claim and decide whether to accept or deny his/her claim for benefits. We may obtain this information from the Covered Person's Claim Notice, submitted proofs of loss, statements, or other materials provided by the Covered Person or others on the Covered Person's behalf; or, at Our expense. We may obtain necessary information, or have the Covered Person physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at the Covered Person's option and at his/her expense, the Covered Person may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of the Covered Person's choice. The Covered Person should provide Us with all information that he/she want Us to consider regarding his/her claim;

- 2) as a part of Our routine operations, We will apply the terms of the Policy for making decisions, including decisions on eligibility, receipt of benefits and claims, or explaining policies, procedures and processes;
- 3) if We approve the Covered Person's claim, We will review Our decision to approve his/her claim for benefits as often as is reasonably necessary to determine his/her continued eligibility for benefits;
- 4) if We deny the Covered Person's claim, We will explain in writing to the Covered Person the basis for an adverse determination in accordance with the Policy as described in the provision entitled **Claim Denial**.

In the event We deny the Covered Person's claim for benefits, in whole or in part, he/she can appeal the decision to Us. If the Covered Person chooses to appeal Our decision, the process he/she must follow is set forth in the Policy provision entitled **Claim Appeal**. If the Covered Person does not appeal the decision to Us, then the decision will be Our final decision.

3. **For Your Questions and Complaints:**

State of California Insurance Department
Consumer Communications Bureau
300 South Spring Street, South Tower
Los Angeles, CA 90013
Toll Free: 1(800) 927-HELP
TDD Number: 1(800) 482-4833
Web Address: www.insurance.ca.gov

Colorado:

1. The time period for receipt of **Medical Care**, as described in the **Pre-existing Condition** definition, located in the **Limitations and Exclusions** section, is 6 consecutive months; unless if shown as less.
2. The **Spouse** definition also includes any individual who is a partner to a civil union, a registered domestic partnership, or other relationship allowed by state law.

Connecticut:

1. **NOTICE:** The **Policy** provides limited/supplemental coverage only and does not replace major medical insurance.
2. The **Waiting Period**, located in the **Benefit Schedule**, is 30 days; unless if shown as less.
3. Benefits will be payable within 30 days from the date We receive Proof of Loss, as defined in the **Claims Provisions** section of the Certificate; unless if shown as less.
4. **Dependent Child(ren) Coverage Amount**, shown in the **Benefit Schedule**, will be at least 25% of the Primary Insured's Coverage Amount; if elected.

Florida:

1. **NOTICE:** The benefits of the Policy providing Your coverage are governed primarily by the laws of a state other than Florida; unless the Policy issue state is Florida. Please contact Your Employer with any questions.

Georgia:

1. **NOTICE:** 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.

Idaho:

1. The **Waiting Period**, located in the **Benefit Schedule**, is 30 days; unless if shown as less.
2. The continuously insured time period, as shown in the **Pre-existing Condition Limitation** of the **Limitations and Exclusions** section, is 6 consecutive months; unless if shown as less.
3. The time period for receipt of **Medical Care**, as described in the **Pre-existing Condition** definition of the **Limitations and Exclusions** section, is 6 consecutive months; unless if shown as less.

4. We will pay benefits immediately upon receipt of Proof of Loss.
5. The **Coverage Amount(s)**, as shown in the **Benefit Schedule**, must be elected in increments \$1,000.
6. **Dependent Child(ren)** coverage, as shown in the **Definitions** section, will continue past the attainment age if the child has a disability or handicap which prevents him/her from securing sustainable employment and the child is dependent upon You for financial support. Proof of such handicap or disability must be provided upon request; however after 2 years such proof will only be required once per year.

7. **For Your Questions and Complaints:**

Idaho Department of Insurance
 Consumer Affairs
 700 W State Street, 3rd Floor
 PO Box 83720
 Boise, ID 83720-0043
Toll Free: 1-800-721-3272
Web Address: www.DOI.Idaho.gov

Illinois:

1. **For Your Questions and Complaints:**

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

2. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
3. In accordance with Illinois law, insurers are required to provide the following NOTICE to applicants of insurance policies issued in Illinois.

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

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

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

Indiana:

1. **For Your Questions and Complaints:**

Public Information/Market Conduct
Indiana Department of Insurance
 311 W. Washington St. Suite 300
 Indianapolis, IN 46204-2787
 1(317) 232-2395

Kansas:

1. The following requirement applies to You:

Policy Interpretation:

Pursuant to the Employee Retirement Income Security Act of 1974, as amended (ERISA), Your Employer has delegated to US the fiduciary responsibility to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy. Therefore, We are a fiduciary for the Policy and We have the continuing duty to act prudently and in the interest of You, Your beneficiaries and the other plan participants. If You have a claim for benefits which is denied or ignored, in whole or in part, then You may file suit in state or federal court for a review of Your eligibility or entitlement to benefits under the Policy. This provision only applies where the interpretation of the Policy is governed by ERISA.

Louisiana:

1. The **Reinstatement after Military Service** provision, if not shown in the **Continuation Provisions section**, applies to you:

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 You return from active military service;

then coverage for You may be reinstated, provided You request such reinstatement within 30 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; and
- 3) be subject to all the terms and provisions of the Policy.

Maine:

1. **NOTICE:** The Policy provides for limited benefits and does not cover all medical expenses. The Certificate, Outline of Coverage, and Buyer's Guide to Cancer Insurance should be reviewed.
2. The continuously insured time period, as shown in the **Pre-existing Condition Limitation** of the **Limitations and Exclusions** section, is 12 consecutive months; unless if shown as less.
3. The time period for receipt of **Medical Care**, as described in the **Pre-existing Condition** definition of the **Limitations and Exclusions** section, is 6 consecutive months; unless if shown as less.
4. Coverage for **Dependent Child(ren)** as shown in the Definitions section, terminates at age 19 for non-students; unless if shown as higher.
5. The **Waiting Period**, located in the **Benefit Schedule**, is 30 days; unless if shown as less.
6. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity 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.

Michigan:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section, is not applicable.

Montana:

1. The time period for receipt of **Medical Care**, as described in the **Pre-existing Condition** definition of the **Limitations and Exclusions** section, is 6 consecutive months, unless if shown as less.
2. Benefits and coverage amounts for a newborn or newly adopted child will be equal to the benefits and coverage amounts offered under the Policy for Dependent Child(ren), as shown in the **Benefit Schedule**.
3. Coverage for a newly adopted child, as described in the **Eligibility and Enrollment** section, will cease immediately if placement is disrupted or the child no longer is in the custody of You or Your Spouse.

New Hampshire:

1. The **Waiting Period**, located in the **Benefit Schedule**, is 30 days; unless if shown as less.
2. The time period for receipt of **Medical Care**, as described in the **Pre-existing Condition** definition of the **Limitations and Exclusions** section, is 6 consecutive months; unless if shown as less.
3. **Proof of Loss**, as shown in the **Claim Provisions** section, must be provided within 90 days of the date of loss.
4. Part-time employees who work at least 15 hours per week are eligible for coverage.

5. A Dependent will no longer meet the definition of **Dependent Child** upon attainment of age 26.
6. Spouse coverage may be continued under the Policy even after divorce or separation. Coverage may be continued to a maximum of 3 years or earlier if ordered by a divorce decree. The continuation will cease if the Primary Insured dies or the former Spouse remarries.
7. The time period stated for legal action to start in the **Legal Actions** provision shown in the **General Provisions** section can not be less than 3 years after the time **Proof of Loss** is required to be given.

New Jersey:

1. All coverage amounts, as shown in the **Benefits Schedule**, must be elected in increments of \$1,000. Spouse and Dependent Child(ren) coverage will be a minimum of 25% of the **Primary Insured Coverage Amount**.
2. The **Lodging Benefit, Transportation Benefit, Prosthesis/Wig Benefit, Rehabilitation Benefit, Home Health Care Benefit, and Physical Therapy Benefits**, if shown in the **Benefit Schedule** section, are not available to New Jersey residents.
3. The **Health Screening Benefit**, if shown in the **Benefit Schedule** section, is payable at \$50 per year.

New Mexico:

1. Coverage terminates at age 26 for Dependent Child(ren) who are not handicapped or disabled.
2. We cannot require that You prove that Your child was born in wedlock, living with You, or claimed as a dependent on Your or Your Spouse's tax return in order for Your child be eligible for Dependent coverage, as shown in the **Definitions** section.

New York:

1. **NOTICE:** The Certificate is a group certificate. The Certificate provides specified disease coverage ONLY. The Certificate does NOT provide basic hospital, basic medical or major medical insurance, as defined by the New York State Department of Financial Services.

North Carolina:

1. No statements will be used to reduce or deny a claim if the Covered Person has been insured under the Policy for at least 2 years. Prior to 2 years, such statement must be in writing and signed by the Covered Person in order to be used.
2. **Notice of Claim**, as shown in the **Claim Provisions** section, should be sent to:
WebTPA, Inc.,
P.O. Box 99906
Grapevine, TX 76099.
3. **Proof of Loss**, as shown in the **Claim Provisions** section, must be provided within 180 days from the date of loss.
4. Benefits will be paid immediately upon receipt of **Proof of Loss**.

Oregon:

1. We cannot require that You prove that Your child was born in wedlock, living with You, or claimed as a dependent on Your or Your Spouse's tax return in order for Your child be eligible for Dependent coverage, as shown in the **Definitions** section.
2. The **Spouse** definition will always include domestic partners, civil unions, and any other arrangement allowable by state law.

Rhode Island:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section, is not applicable.
2. Coverage will be continued for a period of at least 5 but no greater than 30 consecutive days if Your Dependent enters into active military service outside of the continental United States. Please see Your Employer for additional eligibility requirements.

South Dakota:

1. No benefit or increase in benefits will be payable for a Critical Illness that was caused or contributed by a **Pre-existing Condition** as described in the **Exclusions and Limitations** section during the first 12 months from the Policy Effective Date.
2. The time period for receipt of **Medical Care**, as described in the **Pre-existing Condition** of the **Limitations and Exclusions** section, is 6 consecutive months; unless if shown as less.
3. The definition of **Physician** will include a Family Member if such person is the only doctor in the area acting within

the scope of practice.

Texas:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
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Hartford, CT 06104-2999

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ATTACH THIS NOTICE TO YOUR POLICY:

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Utah:

1. Proof of disability or handicap of a **Dependent Child**, as described in the **Definitions** section, will not be requested more frequently than once every two years.

Vermont:

1. The **Waiting Period**, if shown in the **Benefit Schedule**, is not applicable.

Virginia:

1. The definition of **Spouse** only includes anyone who is recognized as a spouse under Virginia state law.

AVISO IMPORTANTE

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1-800-523-2233

Usted también puede escribir a The Hartford:

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

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

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Usted puede escribir al Departamento de Seguros de Texas a:

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DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

2. Domestic partners and other relationships allowable by Virginia state law are eligible for Dependent coverage; if Dependent coverage is available under the Policy.
3. **For Your Questions and Complaints:**
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:

1. **For Your Questions and Complaints:**
To request a Complaint Form:
Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1(800) 236-8517 (outside of Madison)
1(608) 266-0103 (in Madison)

GROUP CRITICAL ILLNESS INSURANCE CERTIFICATE

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

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



The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

Policyholder: Joshua Independent School District
Policy Number: 884447
Policy Effective Date: September 1, 2018
Policy Anniversary Date: September 1, 2019

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

THIS IS A LIMITED BENEFIT CERTIFICATE: This Certificate provides limited coverage. It pays benefits ONLY upon the occurrence and Diagnosis of a Critical Illness. This Certificate does not provide benefits for any other disease, sickness or incapacity. Benefits provided are not intended to substitute for medical coverage or disability insurance.

THIS IS NOT A MEDICARE SUPPLEMENT CONTRACT. If You are eligible for Medicare, review the Guide to Health Insurance for People With Medicare available from Us.

READ YOUR CERTIFICATE CAREFULLY: You have a 30 day right from the Primary Insured's Coverage Effective Date to examine Your Certificate. If You are not satisfied, You may return it to Us within 30 days from the date You received Your Certificate. In that event, We will consider it void from its effective date and any premiums paid will be refunded. Any claims paid under the Policy during the initial 30 day period will be deducted from the refund.

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

A note on capitalization in this Certificate:

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

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BENEFIT SCHEDULE

Eligible Class(es) for Coverage: All Full-time Active Employees scheduled to work at least 20 hours per week and who are citizens or legal residents of the United States of America, its territories and protectorates; excluding temporary, leased or seasonal employees.

Waiting Period:

None

Policy Age Limit: 80

Cost of Coverage:

You must contribute toward the cost of coverage.

Coverage Amount:

Primary Insured:	The amount You elect in increments of \$10,000, subject to a minimum of \$10,000 and a maximum of \$30,000.
Spouse or Other Eligible Individual:	50% of the Primary Insured Coverage Amount subject to a minimum of \$5,000
Dependent Child(ren):	\$5,000 per child

Guaranteed Issue Amount: \$30,000

Primary Insured Coverage Maximum:

You may receive multiple Critical Illness Benefit payments and Recurrence Benefit payments until a maximum of 500% of the Primary Insured's Critical Illness Coverage Amount is reached in Your lifetime under the Policy. The Coverage Maximum does not include any Additional Critical Illness Benefits.

Spouse or Other Eligible Individual Coverage Maximum:

Your Spouse or Other Eligible Individual may receive multiple Critical Illness Benefit payments and Recurrence Benefit payments until a maximum of 500% of the Spouse's Critical Illness Coverage Amount is reached in Your Spouse's or Other Eligible Individual's lifetime under the Policy. The Coverage Maximum does not include any Additional Critical Illness Benefits.

Child(ren) Coverage Maximum:

Each Child may receive multiple Critical Illness Benefit payments until a maximum of 300% of the Child's Coverage Amount is reached while covered as a Dependent Child under the Policy. The Coverage Maximum does not include any Additional Critical Illness Benefits.

Disclosure of Payment to the Policyholder:

We have agreed to make payment to the Policyholder for reimbursement of cost(s) associated with:

- 1) audit;
- 2) marketing communication services; and
- 3) other administrative expenses.

CRITICAL ILLNESS BENEFITS

Critical Illnesses	Percentage of Coverage Amount
<u>Cancer Benefits</u>	
Invasive Cancer	100%
Non-Invasive Cancer	25%
Benign Brain Tumor	100%
<u>Vascular Benefits</u>	
Heart Transplant	100%
Heart Attack (Myocardial Infarction)	100%
Stroke	100%
Coronary Artery Bypass Graft	25%
Aneurysm	25%
Angioplasty/Stent	25%
<u>Other Specified Critical Illness Benefits</u>	
Coma	100%
Paralysis	100%
Major Organ Transplant	100%
End Stage Renal Disease	100%
Loss of Hearing	100%
Loss of Speech	100%
Loss of Vision	100%
Bone Marrow Transplant	25%

Each covered Critical Illness Benefit listed will only be paid once for each Covered Person.

<u>Recurrence Benefit</u>	<u>Percentage of Original Benefit Amount</u>
Invasive Cancer	100%
Benign Brain Tumor	100%
Heart Transplant	100%
Heart Attack (Myocardial Infarction)	100%
Stroke	100%
Coma	100%
Major Organ Transplant	100%

Subject to the Covered Person's coverage maximum shown above, the Recurrence Benefit is only payable if a Critical Illness Benefit has been paid for the same Critical Illness. In order to receive a Recurrence Benefit, all other conditions stated in the Recurrence Benefit provision must be satisfied. Only one Recurrence Benefit is payable for each covered benefit.

DEFINITIONS

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business.

This must be at least the numbers of hours shown in the Benefit Schedule.

Actively at Work means that You are performing all the regular duties of Your job in the usual way and for the usual number of hours at Your Employer's normal place of business or a site where Your Employer's business requires You to travel.

You are considered Actively at Work on any day that is not Your regular scheduled work day (e.g., You are on vacation or holiday) as long as You were Actively at Work on Your immediately preceding scheduled work day.

Aneurysm means a condition Diagnosed as a localized, blood-filled dilation of a blood vessel caused by disease or weakening of the vessel wall in the brain, carotid arteries, or aorta for which surgical correction has been performed or is Medically Necessary. Aorta refers to the thoracic and abdominal aorta, but not its branches. Diagnosis must be supported by medical records which include radiographically specific studies such as, but not limited to, angiography, CT scan, MRI, or ultrasound.

Angioplasty/Stent means a condition Diagnosed as heart disease that has progressed such that reconstitution or recanalization of a blood vessel is Medically Necessary. Angioplasty surgery may involve balloon dilation, mechanical stripping of intima, forceful injection of fibrinolytics or placement of a stent.

Annual Enrollment Period means a date determined by Your Employer on a yearly basis.

Benign Brain Tumor means a condition Diagnosed as a non-malignant tumor or cyst in the brain, cranial nerves or meninges within the skull with a minimum size of 1 cm, resulting in either surgical removal or permanent neurological deficit with persisting clinical symptoms. The tumor, including its size, should be documented on an MRI of the brain (with and without contrast) or by pathological diagnosis. If the Covered Person is unable to undergo an MRI of the brain (the study is deemed inappropriate for safety reasons such as the presence of metallic foreign bodies; mechanical reasons such as body habitus; or unavailability), then the tumor should be documented by a CT scan of the head, with and without contrast.

Benign Brain Tumor does not include:

- 1) tumors in the pituitary gland; or
- 2) angiomas.

Bone Marrow Transplant means a condition Diagnosed as leukemia, lymphoma, aplastic anemia, or other disease of the bone marrow and which requires the replacement of the Covered Person's bone marrow by autologous, allogeneic, and/or umbilical cord blood transplant. A Physician must have determined the replacement is Medically Necessary.

If the Covered Person is too ill to undergo the replacement, but otherwise meets the criteria for the need for the replacement, the replacement requirement is waived.

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

Change in Family Status means one of the following events:

- 1) You get married or enter into a legal relationship recognized as a spouse;
- 2) You and Your spouse or other eligible individual divorce or legally terminate Your relationship;
- 3) Your child is born or You adopt, You receive a step child or become the legal guardian of a child, or You become a party to a suit to adopt;
- 4) Your spouse or other eligible individual dies;
- 5) Your child is no longer a Dependent Child or dies;
- 6) Your spouse or other eligible individual is no longer employed, which results in a loss of group Critical Illness insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

Coma means a condition Diagnosed as a continuous state of profound unconsciousness with no reaction to external stimuli which is not the result of a Stroke. The Coma must:

- 1) be due to disease;
- 2) be Diagnosed after the Policy Effective Date;
- 3) last for a period of 7 or more consecutive days; and

- 4) be rated/classified by at least one of the following scales:
 - a) Rancho Los Amigos Scale (RLAS) as a level I or II;
 - b) Glasgow Coma Scale values of 3 through 5; or
 - c) the disability rate scale with values of 22 through 29.

The condition must require mechanical ventilation for respiratory assistance. For purposes of the Policy, Coma does not include a medically induced coma or a coma caused or contributed to by alcohol or substance abuse.

Contributory Coverage means coverage for which You are required to contribute toward the cost.

Coronary Artery Bypass Graft means a condition Diagnosed as heart disease that necessitates heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts. The surgery must be Medically Necessary as determined by a Physician board certified in cardiology.

Coverage Amount is the dollar amount You or Your Dependents are covered for a Critical Illness.

Covered Person means the Primary Insured and all Dependents.

Critical Illness means any of the conditions shown in the Benefit Schedule.

Dependent or Dependents means Your Spouse or Other Eligible Individual and Your Dependent Child(ren) covered by the Policy.

Dependent Child(ren) means Your or Your Spouse's or Other Eligible Individual's natural children, step-children, legally adopted children, children placed into Your custody for adoption or children for whom You are ordered by a court or administrative order (including an order under Chapter 154, Family Code) to provide coverage regardless of whether You are the custodial or non-custodial parent who are under 26 years of age.

For the purposes of adopted child(ren), this includes a child of You or Your Spouse or Other Eligible Individual, if You or Your Spouse or Other Eligible Individual is a party to a suit in which You or Your Spouse or Other Eligible Individual seeks to adopt the child or child(ren).

Dependent Child(ren) also includes You or Your Spouse's or Other Eligible Individual's grandchild if the grandchild is:

- 1) under 26 years of age; and
- 2) is dependent on You or Your Spouse or Other Eligible Individual for federal income tax purposes.

No person may be considered to be a Dependent Child of more than one Active Employee. Dependent Child does not include any person who is insured as an Active Employee.

Diagnosed, Diagnosis means the definitive establishment of a Critical Illness through the use of clinical or laboratory findings. The Diagnosis must be made by a Physician who is a board certified specialist where required in the Policy.

End Stage Renal Disease means a condition Diagnosed as kidney disease which has resulted in permanent and irreversible failure of both kidneys requiring regular treatment by either hemodialysis or peritoneal dialysis on a no less than weekly basis, or for which kidney transplant is Medically Necessary.

Family Member means the Covered Person's parent, spouse or other eligible individual, children, siblings, grandparent, aunt, uncle, first cousin, nephew or niece. This includes adopted, in-law and step-relatives.

Heart Attack means a condition Diagnosed as acute myocardial infarction resulting in the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart.

The Diagnosis must be made by a Physician board certified in cardiology. Significant electrocardiogram (EKG) changes must be seen and the Diagnosis of an acute myocardial infarction (heart attack) with resulting loss of normal heart function must be confirmed by one or both of the following:

- 1) a clinical picture of myocardial infarction with cardiac enzyme changes found in blood (elevated DK-MB isoenzyme fraction or elevated troponins);
- 2) confirmatory imaging tests such as a nuclear imaging test or echocardiogram that is consistent with a myocardial infarction.

Heart Attack does not include:

- 1) established (old) myocardial infarction;

- 2) congestive heart failure;
- 3) atherosclerosis;
- 4) angina;
- 5) coronary artery disease;
- 6) or any other dysfunction of the cardiovascular system;
- 7) cardiac arrest not caused by a myocardial infarction; or
- 8) heart attacks that occur during clinical procedures.

In the event of death, an autopsy confirmation and/or death certificate identifying Heart Attack as the cause of death will be accepted.

Heart Transplant means:

- 1) a condition Diagnosed as heart failure due to heart disease and placed on a national transplant list such as UNOS; and
- 2) the irreversible failure of the Covered Person's heart has occurred for which a Physician has determined that the replacement of such organ with a human donor heart is Medically Necessary.

If the Covered Person is too ill for a transplant, but otherwise meets the criteria to be placed on the UNOs or other national transplant list, the placement on such list will be waived.

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

Invasive Cancer means a condition Diagnosed as the presence of a malignancy characterized by the uncontrolled and abnormal growth and spread of malignant cells with invasion of normal tissue as diagnosed by a Physician, who is board certified in the medical specialty that is appropriate for the type of cancer involved.

Invasive Cancer includes any cancer classified as Stage 2 through 4, or its equivalent.

Invasive Cancer does not include a Diagnosis of Invasive Cancer for:

- 1) any tumor in the presence of human immuno-deficiency virus;
- 2) any non-melanoma skin cancer; or
- 3) any condition that is considered Non-Invasive Cancer.

Loss of Hearing means a condition Diagnosed as the irreversible loss of hearing for all sounds in both ears, due to disease. The Diagnosis of irreversible loss of hearing must be made by a licensed professional or specialist in the applicable field of medicine and established by an audiometric and auditory threshold test. The auditory threshold cannot be more than 90 decibels in both ears while utilizing a hearing aid.

The loss of hearing must occur after the Covered Person becomes insured under the Policy.

Loss of Speech means a condition Diagnosed as the irreversible loss of ability to speak, due to disease. The Diagnosis of irreversible loss of speech must be made by a licensed professional or specialist in the applicable field of medicine and must include documented evidence of the loss for at least 12 months.

The loss of speech must occur after the Covered Person becomes insured under the Policy.

Loss of Vision means a condition Diagnosed as the irreversible loss of vision in both eyes due to disease. The Diagnosis of irreversible loss of vision must be made by a licensed professional or specialist in the applicable field of medicine and must indicate that corrective visual acuity is equal to or worse than 20/200 in both eyes or the field of vision is less than 20 degrees in both eyes.

The irreversible loss of vision must occur after the Covered Person becomes insured under the Policy.

Major Organ Transplant means:

- 1) a Diagnosis of organ failure due to disease of the affected organ and have been placed on a national transplant list such as UNOS; and
- 2) the irreversible failure of the Covered Person's lung, pancreas or any combination thereof, for which a Physician has determined that the complete replacement of such organ with an entire organ from a human donor is Medically Necessary; or
- 3) the irreversible failure of the Covered Person's liver for which a Physician has determined that the complete or partial replacement of the liver with a liver or liver tissue from a human donor is Medically Necessary. For this

type of transplant, the requirement of placement on a national transplant list, such as UNOS, is specifically null in cases of live donor transplant.

Organs transplanted simultaneously with the heart are covered under Heart Transplant.

If the Covered Person is too ill for a transplant, but otherwise meets the criteria to be placed on the UNOS or other national transplant list, the placement requirement will be waived.

Medically Necessary means:

- 1) determined by the treating Physician acting within the scope of his or her license; and
- 2) consistent with currently accepted medical practice.

Non-Invasive Cancer means a condition Diagnosed as:

- 1) Stage 1 or its equivalent; or
- 2) carcinoma in situ classified as TisN0M0, for which radiotherapy, intravenous chemotherapy, or surgical procedures are Medically Necessary to control or cure the disease.

Non-Invasive Cancer does not include a condition Diagnosed as:

- 1) any benign tumor, dysplasia, intraepithelial neoplasia or pre-malignant growth;
- 2) any tumor in the presence of human immuno-deficiency virus;
- 3) any non-melanoma skin cancer;
- 4) any melanoma in situ classified as TisN0M0 under TNM staging.

Other Eligible Individual means any individual who is a partner to a civil union, a registered domestic partnership, or other relationship allowed by state law.

Paralysis means a condition Diagnosed as the complete and permanent loss of function of two or more limbs due to disease. Paralysis as a result of Stroke is excluded. The Diagnosis of Paralysis must include documented evidence of the illness that caused the Paralysis. As used herein, "limb" means an arm or leg.

The Paralysis must occur after the Covered Person becomes insured under the Policy.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of 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) operating within the scope of his or her license; and
- 4) not the Covered Person or a Family Member.

Policy means the policy which We issued to the Policyholder under the Policy Number shown on the face page, this Certificate and all other riders, amendments and endorsements that make up the contract of insurance.

Policyholder means the Employer.

Primary Insured refers to the Active Employee.

Qualifying Event for You means any termination of coverage under the Policy, prior to age 80, in accordance with the Termination provision for any reason, except:

- 1) non-payment of premium; or
- 2) termination of the group policy.

Qualifying Event for Your Spouse or Other Eligible Individual is Your death or divorce while You are insured under the Policy. The Qualifying Event must occur prior to Your Spouse's or Other Eligible Individual's attainment of age 80.

Dependent Child(ren) coverage is continued if You or Your Spouse or Other Eligible Individual elect to continue coverage due to Your or Your Spouse's or Other Eligible Individual's own Qualifying Event.

Spouse means any individual who, under applicable state law is recognized as a Spouse.

Spouse does not include any person who is insured as an Active Employee.

Stroke means a condition Diagnosed as a cerebrovascular accident including infarction of brain tissue, cerebral and subarachnoid hemorrhage, cerebral embolism and cerebral thrombosis.

The diagnosis must be supported by:

- 1) evidence of persistent neurological deficits confirmed by a neurologist at least 30 days after the event; and
- 2) confirmatory neuroimaging studies consistent with the diagnosis of a new Stroke.

Stroke does not mean a head injury, Transient Ischemic Attack, or chronic cerebrovascular insufficiency.

Stroke does not include a Diagnosis of Stroke for:

- 1) cerebral symptoms due to migraine;
- 2) cerebral injury resulting from trauma or hypoxia; or
- 3) vascular disease affecting the eye or optic nerve or vestibular functions.

In the event of death, an autopsy confirmation and/or death certificate identifying Stroke as the cause of death will be accepted.

Waiting Period means the length of time You must be a member in an Eligible Class before You can apply for insurance. The Waiting Period is shown in the Benefit Schedule.

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

You or **Your** refers to the Primary Insured.

ELIGIBILITY AND EFFECTIVE DATES

Primary Insured's 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 for Coverage; or
- 3) the date You completed the Waiting Period.

Dependent Eligibility for Coverage:

Your Dependent(s) will become eligible for coverage on the later of:

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

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

Enrollment:

To enroll You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us, for Your and Your Dependent's coverage within 31 days of the date You are eligible for Coverage; and
- 2) deliver it to Your Employer.

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

If You do not enroll for Your coverage and/or Your Dependent's coverage within 31 days after becoming eligible under the Policy, and later choose to enroll.

You may only enroll for Your coverage and/or Your Dependent's coverage:

- a) during an Annual Enrollment Period or any additional enrollment event designated by the Policyholder; or
- b) within 31 days of the date You have a Change in Family Status.

Primary Insured's Coverage Effective Date:

Coverage will start on the latest to occur of:

- 1) first of the month coinciding with or next following the date You become eligible, if You enroll on or before that date;
- 2) the Policy Anniversary Date following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period;
- 3) the first day of the month on or next following the last day of the additional enrollment event, if You enroll during an additional enrollment event; or
- 4) first of the month coinciding with or next following the date You enroll, if You do so within 31 days from the date You are eligible.

Dependent Effective Date:

Coverage will start on the latest to occur of:

- 1) first of the month coinciding with or next following the date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
- 2) the Policy Anniversary Date following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period;
- 3) the first day of the month on or next following the last day of the additional enrollment event, if You enroll during an additional enrollment event; or
- 4) first of the month coinciding with or next following the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

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

Changes in Coverage:

You may change Your benefit option only:

- 1) during an Annual Enrollment Period or any additional enrollment event; or
- 2) within 31 days of a Change in Family Status.

At such time You may decrease coverage, or increase coverage to a higher option.

Any such increase in coverage is subject to the Pre-existing Conditions Limitations.

If You enroll for a change in benefit option during an Annual Enrollment Period or any additional enrollment event, the change will take effect The Policy Anniversary date following the date the Annual Enrollment Period or the additional enrollment event.

If You enroll for a change in benefit option within 31 days following a Change in Family Status, the change will take effect on the date You enroll for the change.

Any such increase in coverage is subject to the Pre-existing Conditions Limitations.

Increase in Amount of Critical Illness Insurance:

If You or Your Spouse or Other Eligible Individual are:

- 1) already enrolled for an amount of Critical Illness Insurance under the Policy, then You and Your Spouse or Other Eligible Individual must provide evidence of insurability for an increase of more than one option; or
- 2) not already enrolled for an amount of Critical Illness Insurance under the Policy, You and Your Spouse or Other Eligible Individual must provide evidence of insurability for any amount greater than one option of Critical Illness Insurance coverage including an initial amount.

Newborn and Newly Adopted Child Coverage:

If, while covered under the Policy, You:

- 1) have a newborn child;
- 2) adopt a child;
- 3) become a party to a suit to adopt a child;
- 4) receive a stepchild; or
- 5) become the legal guardian of a child;

the child will become covered under the Policy for 31 days after the date the child becomes eligible. Benefits and amounts will be the minimum amount for those We are providing for Dependent Children under the Policy at that time.

Coverage of the new child will cease after 31 days from the date the child became eligible unless You:

- 1) enroll the new child prior to the expiration of the 31 days; and
- 2) pay the additional required premium.

TERMINATION OF INSURANCE

Termination of Primary Insured's Coverage:

Your coverage will end on the earliest of the following:

- 1) the date the Policy terminates;
 - 2) the last day of the month following the date You are no longer in a class eligible for coverage, or the Policy no longer covers Your class;
 - 3) the date the required premium is due but not paid;
 - 4) the last day of the month following the date You request We terminate Your coverage;
 - 5) the last day of the month following the date Your Employer terminates Your employment;
 - 6) the last day of the month following the date You are no longer Actively at Work; or
 - 7) the Policy anniversary following the date You attain the Policy Age Limit as shown in the Benefit Schedule;
- unless continued in accordance with one of the Continuation Provisions.

Termination of Dependent Coverage:

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

- 1) the last day of the month following the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the last day of the month following the date You are no longer eligible for Dependent coverage;
- 4) the last day of the month following the date We or the Employer terminate Dependent coverage;
- 5) the last day of the month following the date You request We terminate Dependent coverage;
- 6) the last day of the month following the date the child no longer meets the definition of Dependent Child;
- 7) the last day of the month following the date that You and Your Spouse or Other Eligible Individual are no longer married or legally terminate Your relationship; or

8) the Policy anniversary following the date You or Your Spouse or Other Eligible Individual attains the Policy Age Limit as shown in the Benefit Schedule;
unless continued in accordance with one of the Continuation Provisions.

CONTINUATION PROVISIONS

Continuation:

Coverage may be continued, at Your Employer's option beyond a date shown in the Termination of Primary Insured's Coverage provision, if Your Employer provides a plan of continuation which applies to all employees the same way.

Coverage for Your Dependents will continue if Your coverage is continued.

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

- 1) is subject to any reductions in the Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if:
 - a) the Policy terminates; or
 - b) You attain age 80.

The amount of insurance will not increase while coverage is being continued. The Continuation Provisions shown below will not be applied consecutively.

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

Military Leave of Absence: If You or Your Dependent enter active full-time military service and are granted a military leave of absence in writing, Your coverage (including Dependent coverage) may be continued for up to 12 weeks. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

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

CRITICAL ILLNESS BENEFITS

Critical Illness Benefit:

If a Covered Person is Diagnosed with a Critical Illness, while covered under the Policy, We will pay a Critical Illness Benefit. The Critical Illness Benefit is equal to the Coverage Amount multiplied by the Percentage of Coverage Amount for the Critical Illness, as shown in the Benefit Schedule for each Covered Person.

Subject to the Coverage Maximums shown in the Benefit Schedule:

- 1) Cancer Benefits shown in the Benefit Schedule will only be paid once for each Covered Person, unless a Recurrence Benefit is available. Following payment of a Cancer Benefit or a Cancer Recurrence Benefit, a period of 30 days must be satisfied before payment of any other Cancer Benefit;
- 2) Vascular Benefits shown in the Benefit Schedule will only be paid once for each Covered Person, unless a Recurrence Benefit is available. Following payment of a Vascular Benefit or a Vascular Recurrence Benefit, a period of 30 days must be satisfied before payment of any other Vascular Benefit; and
- 3) with the exception of Vascular and Cancer Benefits, there is no period of time to be satisfied before payment of any other Critical Illness Benefit.

Recurrence Benefit:

We will pay a Recurrence Benefit as shown in the Benefit Schedule if a Covered Person receives a Diagnosis of a recurrence of a Critical Illness previously paid under the Policy.

Subject to the Coverage Maximums shown in the Benefit Schedule:

- 1) the condition must be listed as a Recurrence Benefit in the Benefit Schedule; and
- 2) the Diagnosis of recurrence must be made 12 months or more following the initial Critical Illness Diagnosis.

We will not pay more than one Recurrence Benefit per Critical Illness for the Covered Person during the Covered Person's lifetime.

LIMITATIONS AND EXCLUSIONS

Pre-existing Condition Limitation:

We will not pay any benefit, or any increase in benefits, under the Policy for any Critical Illness that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time the Covered Person is Diagnosed with the Critical Illness, the Covered Person has been continuously insured under the Policy for 12 consecutive months.

Pre-existing Condition means any condition for which medical advice or treatment was received or recommended by a Physician for the Covered Person during the 12 month consecutive period that ends before:

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

In no event will We consider an annual or routine medical examination, test, attendance, observation or screening to be treatment unless it indicates the presence of a Critical Illness or leads to follow up examinations, tests, attendance, observation or screening which results in the Diagnosis of a Critical Illness.

Exclusions:

No benefits are payable under this Certificate for Critical Illness that results from or is caused by:

- 1) Suicide, attempted suicide or intentionally self-inflicted injury, whether sane or insane;
- 2) War or act of war, declared or undeclared;
- 3) The Covered Person's participation in a felony, riot or insurrection;
- 4) The Covered Person's engaging in any illegal occupation; or
- 5) The Covered Person's service in the armed forces or units auxiliary to them.

CLAIM PROVISIONS

Notice of Claim:

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

Claim Forms:

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

Proof of Loss:

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

Time of Payment of Claims:

Benefits payable under this Certificate will be paid within 60 days after Our receipt of due written proof of loss.

Payment of Claims:

All payments are payable to You. Any payments owed at Your death may be paid to Your estate in a lump sum.

If benefits are payable on behalf of an eligible dependent, these benefits must be payable to the Texas Department of Human Services if the eligible employee is required to pay child support by a court order or court approved agreement and the eligible member is a possessory conservator of an eligible dependent under a court order issued in this state or is not entitled to possession of or access to the eligible dependent and the Texas Department of Human Service is paying benefits on behalf of the eligible dependent subject to Chapter 31 or 32 of the Human Resources Code.

We will also pay benefits on behalf of an eligible dependent if we are notified at time of claim that the benefits must be paid directly to the Texas Department of Human Services. Benefits will not be reduced or denied because such benefits are covered by the Medical Assistance Act of 1967, as amended. Benefits so paid, in no event, will exceed benefits otherwise payable under the Certificate.

Claim Denial:

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

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

Claim Appeal:

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

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

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

Overpayment:

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to the Covered Person under the Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) misstatement;
- 2) fraud; or
- 3) any error We may make.

Overpayment Recovery:

We have the right to recover from the Primary Insured any amount that We determine to be an overpayment. The Primary Insured has the obligation to refund to Us any such amount.

If benefits are overpaid on any claim, the Primary Insured must reimburse Us within 90 days.

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

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

PORTABILITY

Portability Benefit:

Portability allows You or Your Dependents to continue coverage under a group portability policy when coverage ends under this Certificate due to a Qualifying Event. If You or Your Dependents qualify for, and elect Portability as stated in this provision, coverage will continue under a group portability policy subject to the Exclusions provision.

The terms, conditions and premium rates of the portability coverage will be governed by the portability policy and may not be the same as those under this group Critical Illness Policy. You and Your Spouse's or Other Eligible Individual's coverage under the portability policy will not continue past the Primary Insured's attainment of age 80.

If the Qualifying Event is Your death or divorce, Your Dependent's coverage under the portability policy will not continue past Your Spouse's or Other Eligible Individual's attainment of age 80.

Electing Portability:

You may elect Portability if Your Critical Illness insurance ends due to a Qualifying Event. You may also elect Portability for Your Dependent's coverage if Your coverage ends due to Your own Qualifying Event. The Policy must still be in force for Portability to be available. Portability will not be available to You or Your Dependents unless You have been Actively at Work under the Policy.

Your Spouse or Other Eligible Individual may elect Portability for him or herself and Your Dependent Children if Your coverage under the Policy ends due to Your death or divorce, if Your Spouse or Other Eligible Individual is under age 80 at the time of the Qualifying Event.

To elect Portability, You or Your Spouse or Other Eligible Individual if coverage ends due to Your death must:

- 1) complete and have Your Employer sign a Portability application;
- 2) submit the application to Us, with the required premium; and

This must be received within:

- 1) 31 days after Critical Illness insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Critical Illness 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; and
- 3) effective on the day following the date Your or Your Spouse's or Other Eligible Individual's coverage ends, such that there is no interruption in coverage between the Policy and the portability policy.

Limitations on Portability:

You may apply for portable insurance for each Covered Person's Critical Illness benefits in force under the Policy on the date Your insurance terminates.

Your Spouse or Other Eligible Individual may apply for portable insurance for the amount of Spouse or Other Eligible Individual Coverage and Dependent Children Coverage in force under the Policy on the date of Your death or divorce.

Your Spouse or Other Eligible Individual may apply for portable insurance for a Dependent Child whose insurance has terminated.

In order for Dependent Child(ren) coverage to be continued under this provision, You or Your Spouse or Other Eligible Individual must elect to continue coverage due to Your or Your Spouse's or Other Eligible Individual's own Qualifying Event.

Portability is not available for any amount of Critical Illness insurance for which You or Your Dependents were not eligible and covered. The amount of Critical Illness insurance for each Covered Person under the portability policy will be the same as the benefits shown in the Benefits Schedule that is in force on the day coverage ends under this Certificate, less any benefits in effect that are paid under this Certificate.

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

GENERAL PROVISIONS

Statements:

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

Incontestability:

After a Covered Person has been insured under the Policy for 2 years during his or her lifetime, no statement made by a Covered Person, except fraudulent misstatements, will be used to reduce or deny a claim beginning after the 2 year period. In order to be used, the statement must be in writing and signed by You and Your Spouse or Other Eligible Individual.

Legal Actions:

No legal action may start:

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

Misstatement of Age:

If the age of any Covered Person has been misstated:

- 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.

Insurance Fraud:

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

Conformity with State Statutes:

Any provision of the Policy which, on its effective date, conflicts with any applicable law is amended to meet the minimum requirements of the law.

Time Periods:

All periods begin and end at 12:01 A.M., Standard Time at the place where the Policy is delivered.

Workers' Compensation:

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

Physical Examinations and Autopsy: We at Our own expense, have the right and opportunity to examine a Covered Person as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 1, 2011)**

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, **ONLY** if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance
Guaranty Association
515 Congress Avenue, Suite 1875
Austin, Texas 78701
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.texas.gov

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.



Hartford Life Insurance Company and Hartford Life and Accident Insurance Company (collectively “The Hartford” or “we”) are committed to protecting the privacy of your health information. The Hartford is required by a federal law - the Health Insurance Portability and Accountability Act (HIPAA) - to take reasonable steps to ensure the privacy of your “Protected Health Information” (PHI) and to provide you with this Notice of Privacy Practices. PHI includes all individually identifiable health information transmitted or maintained by The Hartford and/or its business associates regardless of form (oral, written, electronic).

This Notice applies to PHI obtained through the following coverages only: Senior Medical Insurance Plan, Group Retiree Insurance Plan and Medicare Supplement for Employer Groups, Tricare/CHAMPUS, Prescription Drug coverage, Association Medicare Supplement, Medical Conversion, Long-Term Care and other Medical Products only.

Effective Date: This Notice was originally effective April 14, 2003 and as revised is effective September 23, 2016.

Uses and Disclosures of Your PHI

This section of the Notice explains how The Hartford uses and discloses your PHI with our employees, business associates, and other organizations as required or permitted by law without your authorization. We also require our business associates to protect the privacy of your PHI through written agreements with The Hartford. As explained below, we will request your written authorization in some instances to use or disclose PHI. In the event applicable law, other than HIPAA, prohibits or materially limits our uses and disclosures of PHI as described herein, we will restrict our uses and disclosures of PHI in accordance with this more restrictive law.

Required Disclosures. The use and disclosure of your PHI may be required by the Secretary of the Department of Health and Human Services to investigate and/or determine The Hartford’s compliance with HIPAA’s privacy regulations.

Uses and Disclosures Related to Treatment, Payment and Healthcare Operations. The Hartford and/or its business associates may use and disclose PHI without your authorization or opportunity to agree or object for activities related to treatment, payment, and healthcare operations. In these instances, The Hartford will not request your authorization to share PHI. As described in the next section titled **Your Privacy Rights**, you have the right to request a restriction on the use and disclosure of your PHI for treatment, payment, or healthcare operations purposes. The Hartford may not use any PHI that is “genetic information” (as defined by the Genetic Information Nondiscrimination Act of 2008) for underwriting purposes. If we use or disclose your protected health

information for fundraising activities, we will provide you the choice to opt out of those activities.

Examples of activities related to treatment include: treatment provided by a specialist who asks a primary care physician to share a patient’s PHI.

Examples of activities related to payment include: payment of healthcare claims, determinations whether a member is eligible for healthcare coverage, or collection of premiums.

Examples of activities related to healthcare operations include: quality improvement; fraud and abuse prevention and detection; case management and medical review; underwriting; and complaint resolution.

Uses and Disclosures of Your PHI That Do Not Require Your Authorization or Opportunity to Object.

Your PHI may be disclosed without your authorization in the following circumstances: when required by law; public health activities; instances involving victims of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, as required or permitted by law; governmental health oversight activities (including audits, investigations, and inspections); judicial and administrative proceedings; certain law enforcement purposes; deceased persons to coroners, health examiners, and funeral directors; organ and tissue donation; certain government-approved research purposes; upon reasonable belief to avert a serious threat to health or safety; specialized government functions (such as military personnel, and inmates in correctional facilities); to individuals involved in your care or payment for your care; emergency treatment situations; disaster relief; or workers’ compensation.

Use and Disclosures to Plan Sponsor. In some circumstances, The Hartford may also disclose PHI to the sponsor of your group health plan for plan administration functions.

Use and Disclosure to Contact You Regarding Health-Related Benefits and Services. The Hartford or its business associates may also contact you regarding health-related benefits and services that may be of interest to you.

Uses and Disclosures That Require Your Written Authorization. In all other circumstances not described above, uses and disclosures of your PHI will only be made with your written authorization. For example, we will need your authorization for the following circumstances:

- most uses or disclosures of psychotherapy notes;
- marketing communications; and
- disclosures that constitute a sale of PHI.

You may revoke such an authorization at any time, except to the extent The Hartford, its business associates, or other entities have relied on such disclosure.

Your Privacy Rights

This section of the Notice describes your rights as an individual with respect to your PHI and a brief description of how you may exercise these rights.

Right to Restrict Uses and Disclosures for Treatment, Payment and Healthcare Operations Purposes. You have the right to request that we restrict uses and disclosure of your PHI for activities related to treatment, payment and healthcare operations as described above. Your request for the restriction must be in writing. We will evaluate all requests for restrictions, however, we are generally not required to agree to the restriction. In certain circumstances, we may be obligated to honor your request for a restriction on disclosures to another health plan relating to a health care item or service for which you paid in full. If we agree to the restriction, we will abide by it, except in the case of emergency treatment or when required by law. We will terminate our agreement to a restriction if you agree to or request the termination of the restriction. If we decide to terminate our agreement to the restriction, we will notify you of our decision.

If you have paid for a health care item or service out-of-pocket and in full, you may request that we do not disclose to a health plan any PHI related solely to the item or service. We are obligated to honor that request unless we are required by law to make a disclosure.

Right to Request Confidential Communications. You may request that we communicate with you by alternative means or at alternative locations. For example, you may wish to receive communications from us at your work location rather than your home. We will evaluate all such requests, however, we must only accommodate your request if you clearly state that the communication of all or part of your PHI could endanger you.

Right to Inspect and Copy Your PHI. You have a right to access, inspect, and copy your PHI contained in a "designated record set" for as long as The Hartford maintains the PHI in the designated record set. Your right to access your PHI contained in a designated record set extends to any such information that is maintained in an electronic health record or another electronic form. However, you do not have an automatic right to access psychotherapy notes or information compiled in reasonable anticipation of, or for use in, a criminal, civil or administrative action or proceeding. We will act on a request for access within 30 days of receiving your request if the information is maintained and accessible on site or within 60 days otherwise (with a possible 30-day extension). We will provide you with a summary of the PHI requested if you agree in advance to the summary and to the fees imposed.

We may deny your request to access your PHI under certain circumstances. If your request is denied, we will send you a notice that explains our reason for the denial, your review rights (if any), and how to file a complaint with our Privacy Officer or the Secretary of the Department of

Health and Human Services. In certain instances we will provide you with an opportunity for a review of the denial. The review decision must be made in a reasonable period of time, and we will send you a written notice of the review decision. We may charge a reasonable fee for access, inspection and/or copying of your PHI. This fee is based on the costs associated with copying, mailing, and summary preparation costs.

Right to Amend Your PHI. You have the right to request that we amend your PHI if you believe the information is incorrect or inaccurate. We may deny your request to amend your PHI if we did not create the PHI, if the information is not part of our records, if the information was not available for inspection, or if the information is accurate and complete. We will respond to your written request to amend your PHI within 60 days of the request (with a possible 30-day extension).

If your request for amendment is granted, we will notify you that the amendment was approved. Upon your identification of relevant persons, we will obtain your agreement to inform them of the change. We will make reasonable efforts to inform and provide the amendment within a reasonable time to persons identified by you and by us, including our business associates.

If your request for the amendment is denied, we will send you a written notice that explains the reason for the denial, your right to submit a written statement of disagreement or to have the request for amendment included with future disclosures, and your right to file a complaint with our Privacy Officer and/or the Secretary of the Department of Health and Human Services.

We may prepare a rebuttal statement to your statement of disagreement. We will provide you with a copy of the rebuttal statement.

Any future disclosures of your PHI will include the statement of disagreement or request for amendment, the denial notice, and the rebuttal or summary of this information.

Right to an Accounting of Disclosures. You have the right to receive an accounting of disclosures of your PHI made by The Hartford during the six years prior to the date of your request. We will act on your request for an accounting of disclosures within 60 days (with a possible 30-day extension).

This accounting of disclosures will not include disclosures made: prior to effective date of HIPAA, April 14, 2003; for treatment, payment, and healthcare operations; to you or your personal representative; pursuant to an authorization; for national security or intelligence purposes, as provided in regulations under HIPAA; to correctional institutions or law enforcement officials, as provided in regulations under HIPAA; incident to a use or disclosure permitted or required by law; and to persons involved in your care (if you were present), you were incapacitated, or for disaster relief purposes.

We will provide you with one free accounting each year. For subsequent requests, we will charge a reasonable fee.

The written accounting of disclosures will include the following information for each disclosure: the date of the disclosure, the person to whom the information was disclosed, a brief description of the information disclosed or in lieu of the summary, a copy of the written request for the disclosure.

Right to be Notified Following a Breach. You have a right to notified if there has been a breach involving your unsecured PHI.

Right to a Copy of Notice of Privacy Practices. You have the right to receive a paper copy of this Notice upon request, even if you agreed to receive the Notice electronically.

Complaints. You may file a complaint with The Hartford or the Secretary of the Department of Health and Human Services if you believe your privacy rights have been violated. To file a complaint with The Hartford, contact the Corporate Privacy Office at CorporatePrivacyOffice@thehartford.com. We will not retaliate against you for filing a complaint. If you have any questions about this Notice, or the subjects addressed in it including how to exercise your rights as set forth in this Notice, please contact the Corporate Privacy Office at the email address above or call us at: 860-547-5000.

The Hartford's Duties

The Hartford will abide by the terms of this Notice of Privacy Practices.

The Hartford reserves the right to change its privacy practices and apply the changes to any PHI received or maintained by The Hartford prior to that date. If a privacy practice is materially changed, The Hartford will provide you with a revised Notice of Privacy Practices by mail or any other reasonable method of communication used to process or services your insurance or transactions with us.

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

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