

# **Group Voluntary Accidental Death and Dismemberment Insurance**

**Designed for Employees of**

**Volusia County School Board**







## **HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

**Simsbury, Connecticut**  
(A stock insurance company)

**Having issued Group Policy No. 83074931**

**to**

**Volusia County School Board**

**(herein called the Holder)**

### **CERTIFICATE OF INSURANCE**

Hartford Life and Accident Insurance Company hereby certifies that You are insured under the Policy provided that You qualify under the Eligibility and Enrollment provision, become insured and remain insured in accordance with the terms of the Policy. Your insurance is subject to all of the definitions, limitations, and conditions of the Policy.

This certificate is not the entire contract of insurance. It is a part of the Policy and is evidence of Your insurance. It takes effect at 12:01 A.M. Standard Time on the date determined by the Effective Dates provision of the Policy. The Policy can be amended by mutual consent between the Holder and Us.

The Policy is in the Holder's possession and may be inspected by You at any mutually agreeable time during normal business hours at the Holder's office.

This certificate replaces any other certificate previously issued to You under the Policy. This certificate is not valid unless the Schedule of Benefits is attached.

### **EXAMINING YOUR CERTIFICATE**

It is important that You understand the coverage described in this certificate. You should read it carefully. If You have any questions, You should contact the Holder. If You have additional questions or need assistance in resolving complaints, You may contact Us at The Hartford, P.O. Box 2999, Hartford, CT 06104-2999, 1-800-572-9047.

ADC-1AA-09

#### **Hartford Life and Accident Insurance Company**

**Richard G. Costello, Secretary**

**John C. Walters, President**

**Group Accidental Death and Dismemberment Certificate**  
**It Does Not Pay Benefits for Loss from sickness**  
**Renewable with the Consent of the Company**

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# SCHEDULE OF BENEFITS

Effective as of: May 1, 2005

- Holder:** Volusia County School Board
- Policy Number:** 83074931
- Policy Effective Date:** May 1, 2005
- Eligible Class:** All individuals in the following class are eligible for insurance:  
All active, regular employees including extended day facilitators (this includes but is not limited to substitutes, limited term, student workers and extended day workers). The minimum hours required to be eligible for insurance is ten per week.
- Waiting Period:**
- If You are in a class eligible for insurance on or before the Policy Effective Date – No Waiting Period
  - If You enter a class eligible for insurance after the Policy Effective Date – No Waiting Period

## YOUR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

**Amount of Principal Sum:** Minimum of \$10,000 to a maximum of \$300,000 in multiples of \$10,000. Principal Sums in excess of \$150,000 may not exceed 10 times Your Basic Annual Salary.

**Basic Annual Salary** means the annual wage or salary paid to You each year by the Holder. It includes:

- 1) Your contributions made through a salary reduction agreement with the Holder to an IRC Section 401(k), 403(b), 501(c)(3), 457 deferred compensation plan, or any other qualified or non-qualified employee Retirement Plan or deferred compensation arrangement; and
- 2) amounts contributed to Your fringe benefits according to a salary reduction arrangement under an IRC Section 125 plan.

It does not include:

- 1) commissions;
- 2) bonuses;
- 3) overtime pay;
- 4) the Holder's contribution on Your behalf to a Retirement Plan or deferred compensation arrangement; or any other extra compensation.

**Benefit Reduction Due to Age:** The amount of Principal Sum applicable to the Insured Employee shall be the percentage shown in the following schedule:

| <u>AGE ON DATE OF LOSS</u> | <u>SELECTED PRINCIPAL SUM</u> |
|----------------------------|-------------------------------|
| Age 69 or younger          | 100%                          |
| 70-74                      | 65%                           |
| 75-79                      | 45%                           |
| 80-84                      | 30%                           |
| 85 and older               | 15%                           |

# ***YOUR DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS***

## **Employee and Family Insurance**

### **Eligible Dependents**

Your lawful spouse.....

Your Dependent Child who is 19 years of age or younger and who is chiefly dependent upon You for support and maintenance or who is living in Your household .....

Child coverage may be extended for Your Dependent Child who is 20 years of age through the end of the calendar year in which the Child reaches the age of 25, provided such Child:

- 1) is attending an accredited school on a full- or part-time basis;
- 2) is dependent upon You for support and maintenance; or
- 3) is living in Your household.

### **Amount of Dependent Principal Sum**

50% of Your original Principal Sum if there are no insured Dependent children covered at the time of the Accident; or 40% of Your original Principal Sum if there are insured Dependent children covered at the time of the Accident

15% of Your original Principal Sum if there is no insured spouse at the time of the Accident; or 10% of Your original Principal Sum if there is an insured spouse at the time of the Accident

## ***ADDITIONAL BENEFITS***

The following additional benefits are included:

- Continuation of Medical Coverage Benefit
- Day Care Benefit
- Education Benefit
- Monthly In-Hospital Benefit
- Paralysis Benefit
- Psychological Therapy Benefit
- Seatbelt and Air Bag Benefit
- Worldwide Travel Assistance Benefit

**IMPORTANT: THIS IS A PART OF YOUR CERTIFICATE OF INSURANCE. IT IS EVIDENCE OF YOUR COVERAGE AND SHOULD BE ATTACHED TO YOUR CERTIFICATE OF INSURANCE. THIS SCHEDULE OF BENEFITS REPLACES AND CANCELS ALL OTHER SCHEDULE OF BENEFITS, IF ANY, ISSUED TO YOU UNDER THE POLICY.**

ADCS

# **EMPLOYEE INSURANCE**

## **ELIGIBILITY AND ENROLLMENT**

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

All persons in an Eligible Class shown in the Schedule are considered Eligible Persons.  
ADC-2AA

### ***When are You enrolled for coverage?***

When You become an Eligible Person, You may elect to enroll for coverage under the Voluntary plan of insurance on the first of the following dates:

- 1) the Policy Effective Date, if You are an Eligible Person on or before such date; or
- 2) the first day of the month following the date You become an Eligible Person if such date falls after the Policy Effective Date.

If You choose not to enroll for the Voluntary plan of insurance during Your initial enrollment period, and later wish to apply, please contact the Holder for the necessary forms and instructions.  
ADC-3AA

## **EFFECTIVE DATES**

### ***When does Your insurance take effect?***

***(Applicable to Eligible Persons on or before the Policy Effective Date)***

Your insurance under the Voluntary plan of insurance will take effect on the date stated in the Schedule (Policy Effective Date).

No coverage will go into effect until You have satisfied the Waiting Period, if any.  
ADC-6AA

### ***When does Your insurance take effect?***

***(Applicable to Eligible Persons after the Policy Effective Date)***

If You enroll for coverage under the Voluntary plan of insurance after first becoming eligible, Your insurance will take effect on the first day of the month following the date You enroll, provided the required premium has been paid.

No coverage will go into effect until You have satisfied the Waiting Period, if any.  
ADC-6AA

### ***When will insurance become effective if an Injury or sickness causes You to be absent from work on Your Effective Date?***

If, because of Injury or sickness, You are not Actively at Work on the date the insurance would otherwise become effective, it will take effect on the day after You return to Active Work for a period of 1 day.  
ADC-7AA

## **CHANGES IN THE AMOUNTS OF PRINCIPAL SUM**

### ***When can a change in Your Principal Sum occur?***

Changes in Your Principal Sum can occur if:

- 1) there is a change in Your class or plan under the Policy, or there is a change in Your salary;
- 2) You request a change in Your Principal Sum; or
- 3) there is a change in Your age, if You have attained one of the benefit reduction ages as stated in the Schedule.

### ***When is Your new Principal Sum effective?***

For a change in:

- 1) Your class or plan under the Policy, Your salary, or You request a change in Your Principal Sum, Your new Principal Sum will be effective on:
  - a) the first day of the month following the date the change occurs; or
  - b) the first day of the month following the date You request a change in Your Principal Sum; or
- 2) Your age, Your new Principal Sum will be effective:
  - a) immediately, if You have already attained the applicable reduction age at the time Your insurance goes into effect; or
  - b) the date You attain the reduction age if this occurs after Your insurance goes into effect;

provided the required premium is paid.

If You are not Actively at Work on the date the new Principal Sum would otherwise take effect, it will take effect on the day after You return to Active Work for a period of 1 day.

Any type of decrease in Principal Sum will become effective on the date of the change whether or not You are Actively at Work.

Any change in Principal Sum will apply only to an Injury occurring after the effective date of the change.

ADC-8AA

## **DEPENDENTS' INSURANCE**

### **ELIGIBILITY AND ENROLLMENT**

#### ***Who are Your Eligible Dependents?***

Your eligible Dependents are defined in the Schedule. An Insured under the Policy may not be considered a Dependent.

If both parents of a Child are Insureds, the Child will be considered a Dependent of either parent. The Child may not be considered a Dependent of both parents.

ADCD-1AA

#### ***When are You first eligible to elect Dependent coverage?***

You are first eligible to elect Dependent coverage when You enroll for coverage for Yourself. If You do not have an eligible Dependent, You may add Dependent coverage as of the date You first acquire a Dependent.

ADCD-2AA

#### ***What if You do not elect Dependent coverage when first eligible?***

If You do not elect Dependent coverage when Your Dependent is first eligible, You may add such coverage at a later date. If You later wish to apply for Dependent coverage, please contact the Holder for the necessary forms and instructions.

ADCD-3AA



## **EFFECTIVE DATES**

### ***When does Your Dependent's coverage start?***

Your Dependent's coverage starts on the latest of:

- 1) the date Your insurance becomes effective under the Policy, if You have enrolled for Dependent coverage on or before that date;
- 2) the first day of the month following the date You enroll for Dependent coverage;

provided the required premium is paid.

ADCD-4AA

### ***When does coverage for a Newborn Child start?***

Coverage for a Newborn Child starts automatically from the moment of birth if a Child is born to You and You have not previously elected Dependent coverage. The newborn Child will be a Covered Person for 31 days. The newborn Child will cease to be a Covered Person unless:

- 1) You request in writing, and within such 31-day period, continuation of such Dependent coverage; and
- 2) the required premium, if any is paid.

Dependent coverage will also be extended to:

- 1) a newly adopted or foster Child, from the moment of placement in Your home; or
- 2) a newborn adopted Child, from the moment of birth if You have entered into a written agreement to adopt such Child prior to the birth of the Child; or
- 3) an adopted step Child as of the date the Child becomes financially dependent upon You for support;

provided such Children otherwise meet the definition of a Dependent Child.

If additional premium is required for such Child's coverage, the payment of the initial premium is due within the 31-day notification of coverage period.

Premium will be charged from:

- 1) the first day following the 31-day notification of coverage period if We received Your written request for continuation of Dependent coverage within such period; or
- 2) premium will be charged retroactively from:
  - a) the date of birth for a child born to You;
  - b) the date of birth for a newborn Child You adopt;
  - c) the moment of placement in Your home for an adopted or foster Child; or
  - d) the date an adopted step Child becomes financially dependent upon You for support;

if Your written request for continuation of such Dependent coverage is not received within the 31-day notification of coverage period.

ADCD-5AA-09

### ***When does coverage for a New Spouse start?***

Coverage for a new spouse starts automatically at Your marriage, if You have not previously elected Dependent coverage. Such spouse will be a Covered Person for 31 days. The spouse will cease to be a Covered Person unless:

- 1) You request, in writing, and within such 31 day period, continuation of such Dependent coverage; and
- 2) the required premium, if any is paid.

If additional premium is required for such spouse, premium will be charged from the date of marriage.

ADCD-6AA

### ***Will the effective date of coverage be delayed if Your Dependent is confined in a Hospital?***

The effective date of insurance will be delayed if Your Dependent, other than a newborn Child, is confined in a Hospital on the date his coverage would otherwise become effective. In such case, the Dependent's coverage will become effective on the day after discharge from the Hospital.

ADCD-7AA

## **CHANGES IN AMOUNTS OF DEPENDENT PRINCIPAL SUM**

### ***When can a change in Your Dependent's Principal Sum occur?***

Changes in Your Dependent's Principal Sum can occur if:

- 1) there is a change in Your class or plan under the Policy, or there is a change in Your salary;
- 2) You request a change in Your Principal Sum; or
- 3) Your Dependent has attained one of the benefit reduction ages as stated in the Schedule.

### ***When is Your Dependent's new Principal Sum effective?***

For a change in:

- 1) Your class or plan under the Policy, or Your salary, or You request a change in Your Principal Sum, Your Dependent's new Principal Sum will be effective on:
  - a) the first day of the month following the date the changes occurs; or
  - b) the first day of the month following the date You request a change in Your Principal Sum; or
- 2) Your Dependent's age, Your Dependent's new Principal Sum will be effective:
  - a) immediately, if the Dependent has already attained the applicable reduction age at the time the Dependent's insurance goes into effect; or
  - b) the date the Dependent attains the applicable reduction age if this occurs after the Dependent's insurance goes into effect;

provided the required premium is paid.

If Your Dependent is Hospital confined, other than a newborn Child, on the date his new Principal Sum would otherwise become effective, the effective date will be delayed until the later of:

- 1) the first day of the month following the date he completely recovers and resumes normal activities; or
- 2) if employed, the first day of the month following the date he is performing the material and substantial duties of his regular occupation on a full-time basis.

Any type of decrease in Your Dependent's Principal Sum will become effective on the first day of the month following the date of the change whether or not such Dependent is disabled or Hospital confined.

Any change in the Dependent Principal Sum will apply only to an Injury occurring after the effective date of the change.

ADCD-9AA

## **DESCRIPTION OF COVERAGES**

### **AIR TRAVEL COVERAGE**

#### ***What is Air Travel Coverage?***

Air Travel Coverage extends coverage under the Policy for a loss resulting from an Injury occurring while the Covered Person is riding as a passenger in any aircraft being used for transportation of passengers. Coverage under the Policy does not include riding in an aircraft owned, operated or leased by or on behalf of Your employer if other than the Holder.

#### ***Does Air Travel include riding as a pilot or crew member?***

Air Travel does not include riding as a pilot or crew member in any aircraft.

ADAT-1AA

### **EXPOSURE AND DISAPPEARANCE COVERAGE**

#### ***How is loss due to Exposure covered under the Policy?***

We will presume the Covered Person suffered loss due to an Injury, if such loss resulted from Accidental exposure to the elements.

#### ***How is loss due to Disappearance covered under the Policy?***

We will presume the Covered Person suffered Loss of Life due to an Injury, if:

- 1) the Covered Person was riding in a Conveyance that is involved in an Accident;
- 2) the Covered Person's body was not found within 1 year of the disappearance, forced landing, sinking or wrecking of the Conveyance in which the Covered Person was riding; and
- 3) coverage was in force for the Covered Person at the time of the Accident.

#### ***Definitions***

As used in this provision:

#### ***Conveyance*** means:

- 1) any land or water vehicle, transport or vessel including, but not limited to, a vehicle, transport or vessel licensed to carry passengers for hire; or
- 2) any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.

ADXPD-1AA

### **EXTENDED DEPENDENT COVERAGE**

#### ***What is Extended Dependent Coverage?***

Extended Dependent Coverage allows coverage under the Policy to continue for Your insured Dependents if You suffer Loss of Life due to an Injury, and benefits are payable under the Accidental Death and Dismemberment Benefit. Coverage is continued at no further cost, for a period not to exceed 12 months from the date of loss.

ADXD-1AA

## **DESCRIPTION OF BENEFITS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

#### **What is the Accidental Death and Dismemberment Benefit?**

This benefit provides a lump sum benefit payment if an Injury sustained by the Covered Person results in any of the Losses listed below. Loss must occur within 365 days of the date of the Accident.

| <b>Loss of:</b>                          | <b>Percent of<br/>Principal Sum Payable</b> |
|--|---|
| Life.....                                | 100%  |
| Both Hands or Both Feet.....             | 100%  |
| Entire Sight of Both Eyes.....           | 100%  |
| One Hand and One Foot.....               | 100%  |
| One Hand and Sight of One Eye.....       | 100%  |
| One Foot and Sight of One Eye.....       | 100%  |
| Speech and Hearing in Both Ears.....     | 100%  |
| One Arm or One Leg.....                  | 70%   |
| One Hand or One Foot.....                | 50%   |
| Entire Sight of One Eye.....             | 50%   |
| Speech.....                              | 50%   |
| Hearing in Both Ears.....                | 50%   |
| Thumb and Index Finger of Same Hand..... | 25%   |

### **INCREASED CHILD ACCIDENTAL DISMEMBERMENT BENEFIT**

#### **What is the Increased Child Accidental Dismemberment provision?**

This provision increases, by the applicable Amount of Principal Sum listed below, the dismemberment benefit payable under this Accidental Death and Dismemberment Benefit provision for dismemberment resulting from an Injury sustained by Your covered Dependent Child.

If more than one dismemberment Loss is payable for such Dependent Child due to the same Accident, We will only pay the one largest applicable benefit as listed below. No increased benefit is payable for a loss which is not shown below.

| <b>Loss of:</b>                          | <b>Percent of<br/>Principal Sum Payable</b> |
|--|---|
| Both Hands or Both Feet.....             | 50% of Your Principal Sum                   |
| Both Arms or Both Legs.....              | 50% of Your Principal Sum                   |
| One Arm or One Leg.....                  | 25% of Your Principal Sum                   |
| One Hand or One Foot.....                | 25% of Your Principal Sum                   |
| Speech.....                              | 25% of Your Principal Sum                   |
| Hearing in Both Ears.....                | 25% of Your Principal Sum                   |
| Thumb and Index Finger of Same Hand..... | 20% of Your Principal Sum                   |

***What is payable under this provision?***

We will pay the Percentage of Principal Sum Payable for the Losses listed above. The Principal Sum is stated in the Schedule.

***What does Loss mean?***

Loss as used above with reference to:

- hand or foot: means that the hand or foot is completely cut off at or above the wrist or ankle joint;
- eye: means irrecoverable loss of entire sight;
- arm or leg: means that the arm or leg is completely cut off at or above the elbow or knee;
- speech: means that speech is completely lost and cannot be recovered or restored;
- hearing: means that hearing in both ears is completely lost and cannot be recovered or restored;
- thumb and index finger: means that the thumb and index finger of the same hand are cut off at or above the metacarpophalangeal joints;

***What is the maximum benefit payable?***

If more than one Loss results from any one Accident, We will only pay the one largest applicable benefit as listed above. No benefit is payable for a loss which is not shown above.

ADADD-1AB

***WHAT OTHER BENEFITS ARE AVAILABLE?***

***CONTINUATION OF MEDICAL COVERAGE BENEFIT***

***What is the Continuation of Medical Coverage Benefit?***

This benefit provides payments for the continuation of Your dependents' medical coverage as provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

***What conditions must be met before Your dependents may qualify for this benefit?***

Your dependents will qualify for this benefit if:

- 1) the Loss of Life Benefit is payable for You under the Accidental Death and Dismemberment Benefit;
- 2) Your dependents elect to continue medical coverage under COBRA subsequent to Your death; and
- 3) We receive the premium bills for the medical coverage continued pursuant to COBRA.

***What is payable under this provision?***

As long as Your dependents qualify for this benefit, We will pay an annual amount equal to 3% of Your Principal Sum or \$3,000, whichever is less.

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

***When will payment of the Continuation of Medical Coverage Benefit begin?***

Payment will be made immediately upon Our receipt of satisfactory proof that the above conditions have been met.

***To whom are benefits payable under this provision?***

Benefits are payable to Your dependent spouse. If there is no such spouse, payment will be made to or on behalf of Your dependent children.

***When will payment of the Continuation of Medical Coverage Benefit end?***

Payment under this provision will end on the date Your dependents:

- 1) fail to provide Us with a copy of the subsequent premium bill; or
- 2) have received 3 annual payments, whichever occurs first.

***What if proof for the first payment is not provided, or there are no dependents who qualify for this benefit?***

If there are no dependents who qualify as described above, We will pay Your Beneficiary a lump sum benefit payment equal to 3% of Your Principal Sum or \$3,000, whichever is less.

Payment will be made at the end of the period permitted by COBRA for election of continuation of medical coverage. No other payments will then be made under this provision.

ADCOC-1AA

***DAY CARE BENEFIT***

***What is the Day Care Benefit?***

This benefit provides a yearly benefit payment for each of Your Dependent Children for day care expenses charged by a Day Care Center following Your or Your covered Dependent spouse's death resulting from an Injury.

***What conditions must be met before benefits are payable under this provision?***

Benefits are payable under this provision if the following conditions are met:

- 1) the Loss of Life Benefit is payable under the Accidental Death and Dismemberment Benefit; and
- 2) on the date of Your or Your covered Dependent spouse's Accident, Your Dependent Child meets the following qualifications:
  - a) is under age 7;
  - b) is attending a Day Care Center; or
  - c) attends a Day Care Center within one year after Your or Your covered Dependent Spouse's death; and
- 3) We receive satisfactory proof that such day care expenses have been incurred for the Dependent Child.

***What is payable under this provision?***

We will pay, for each Dependent Child who qualifies, an amount equal to 3% of Your or Your covered Dependent spouse's Principal Sum whose death is the basis of the claim or \$3,000, whichever is less.

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

***When will payment of the Day Care Benefit begin?***

Payment will begin immediately upon Our receipt of satisfactory proof that the above conditions have been met.

***When will payment of the Day Care Benefit end?***

Payment under this provision will end:

- 1) on the date the Dependent Child attain(s) age 7; or
- 2) when a maximum of 4 yearly Day Care Benefit payments have been made;

whichever occurs first.

***To whom are benefits payable under this provision?***

Payment will be made to, or on behalf of, Your Dependent Child.

***What if there are no qualifying Dependent Children?***

If there are no Dependent Children who qualify as described above, We will pay Your Beneficiary or You, if Your covered Dependent spouse's death is the basis of the claim, a lump-sum benefit equal to 3% of Your or Your covered Dependent spouse's Principal Sum if Your covered Dependent spouse's death is the basis of the claim or \$3,000, whichever is less.

***Definitions***

As used in this benefit:

***Day Care Center*** means a center of child care which:

- 1) holds a license as a day care center, or is operated by a licensed day care provider, if required; or
- 2) if licensing is not required, operates primarily for the care of children on a daily basis for 12 months a year; and
- 3) is operated in a private home, school or other facility; and
- 4) a charge is customarily made for the care provided.

ADDC-1AA

***EDUCATION BENEFIT***

***What is the Education Benefit?***

This benefits provides a yearly benefit payment for each of Your Dependent Children to enable them to continue their education following Your or Your covered Dependent spouse's death resulting from an Injury.

***What conditions must be met before benefits are payable?***

Benefits are payable if the following conditions are met:

- 1) the Loss of Life Benefit is payable for You or Your covered Dependent spouse under the Accidental Death and Dismemberment Benefit;
- 2) Your Child met, on the date of Your or Your covered Dependent spouse's Accident, the following qualifications:
  - a) is enrolled as a full-time student in a School for Higher Learning; or
  - b) is in the 12<sup>th</sup> grade but will be enrolled as a full-time student in a School for Higher Learning within one year after Your death.

### ***What is payable under this provision?***

We will pay a yearly benefit payment, for each year the Dependent Child qualifies in an amount equal to 5% of Your or Your covered Dependent spouse's Principal Sum, whose death is the basis of the claim or \$5,000, whichever is less.

If Your Dependent Child continues to qualify each year, benefits may be paid for a total of 4 consecutive years.

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

### ***To whom are benefits payable under this provision?***

Payment will be made to or on behalf of, Your qualifying Dependent Child or to You, if Your covered Dependent spouse's death is the basis of claim upon receipt of satisfactory proof that the above requirements for the Dependent Child have been met.

### ***What must be done in order for the Dependent Child to continue to receive yearly benefit payments under this provision?***

In order to continue to receive yearly benefit payments, Your Dependent Child must:

- 1) continue to be enrolled as a full-time student in a School for Higher Learning; and
- 2) make a written request for the subsequent yearly benefit payment during the calendar year for which the benefit is to be paid.

### ***When do benefit payments end?***

Benefit payments end on the date Your Dependent Child:

- 1) fail to make written request for a subsequent yearly benefit payment;
- 2) ceases to be eligible for payment of the Education Benefit in any one year; or
- 3) has received a total of 4 benefit payments under this provision;

whichever first occurs.

### ***What if there is no qualifying Dependent Child?***

If You do not have a Dependent Child who qualifies for this benefit, We will pay Your Beneficiary, or You, if Your covered Dependent spouse's death is the basis of the claim, a lump-sum amount equal to 5% of Your Principal Sum or \$5,000, whichever is less.

### ***Definitions***

As used in this benefit:

***School for Higher Learning*** means an educational institution above the 12<sup>th</sup> grade level. It includes, but is not limited to, any state university, private college or trade school.

ADED-1AA



## **MONTHLY IN-HOSPITAL BENEFIT**

### ***What is the Monthly In-Hospital Benefit?***

This benefit provides a monthly benefit payment if, as the result of an Injury, the Covered Person is Hospitalized for a period of at least 15 successive days.

### ***What is payable under this provision?***

We will pay 2% of the Covered Person's Principal Sum not to exceed \$3,000 per month for each month of Hospitalization. Benefits payable for a period of less than one month will be paid on the basis of 1/30<sup>th</sup> of the monthly benefit for each day of Hospital Confinement.

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

No claim for payment will be denied solely because a Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for treatment of a physical disability.

### ***When do benefits begin and end?***

Benefits begin with the 15<sup>th</sup> day of Hospitalization and end on the date:

- 1) the Covered Person is no longer Hospitalized; or
- 2) 12 monthly benefit payments have been paid;

whichever first occurs.

### ***What happens if Hospitalization recurs?***

If Hospitalization, for which benefits are payable ends, but recurs due to the same or related Injury within 60 days, it will be considered a resumption of the prior Hospitalization. If Hospitalization recurs due to the same or related Injury, after 60 days, it will be considered a new period of Hospitalization. For such new period of Hospitalization, benefits will begin with the 15<sup>th</sup> day of Hospitalization. Any recurrent periods of Hospitalization must begin while the Covered Person's coverage is in force under the Policy.

In no event will benefits be paid for more than 12 months for Hospitalization resulting from any one Injury.

### ***Definitions***

As used in this provision:

***Confinement*** or ***Confined*** means the continuous period a Covered Person spends as an Inpatient in a Hospital due to an Injury.

***Generally Accepted Medical Practice*** means care and treatment which is consistent with relevant guidelines of national medical, research and health coverage organizations and governmental agencies.

***Hospitalization*** or ***Hospitalized*** means necessary and continuous Confinement as an Inpatient, for which room and board charges are made. Such Hospitalization must be appropriate for the treatment of the Covered Person's Injury according to Generally Accepted Medical Practice.

***Inpatient*** means a person Confined in a Hospital for at least one full day (18-24 hours) and charged room and board.

ADMIH-1AA-09

## **PARALYSIS BENEFIT**

### ***What is the Paralysis Benefit?***

This benefit provides a lump sum benefit payment if, as the result of an Injury, the Covered Person sustains Paralysis.

### ***What conditions must be met before benefits are payable?***

Benefits are payable, if the following conditions are met:

- 1) such Paralysis occurs within 365 days of the date of the Accident;
- 2) the Paralysis continues for 12 consecutive months;
- 3) a competent medical authority, acceptable to Us, determines the Paralysis to be permanent, complete and irreversible; and
- 4) the Covered Person sustains any of the losses described below.

### ***What is payable under this provision?***

We will pay, after the 12<sup>th</sup> month of Paralysis, a lump sum benefit amount based on the Covered Person's Principal Sum, equal to the Percent of Principal Sum Payable listed below.

|                    | <b>Percent of<br/>Principal Sum Payable</b> |
|--------------------|---|
| Hemiplegia .....   | 75%   |
| Paraplegia .....   | 75%   |
| Quadriplegia ..... | 100%  |

### ***Can the total amount of benefits payable under this provision, in addition to any other benefits payable under the Policy, exceed the Principal Sum?***

No, unless specifically stated otherwise, the most We will pay under the Policy for all losses resulting from any one Accident is the Covered Person's Principal Sum.

### ***Definitions***

As used in this provision:

***Hemiplegia*** means the total Paralysis of the upper and lower limbs of the same side of the body.

***Paralysis*** means the permanent impairment and loss of the ability to voluntarily move or to have sensation in an entire extremity. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a limb.

***Paraplegia*** means the total Paralysis of both lower limbs.

***Quadriplegia*** means the total Paralysis of both upper and lower limbs.

ADP-1AA

## **PSYCHOLOGICAL THERAPY BENEFIT**

### ***What is the Psychological Therapy provision?***

This benefit provides coverage of psychological therapy expenses when the Covered Person, whose Injury is the basis of the claim, requires psychological therapy as the result of such Injury.

### ***What conditions must be met before benefits are payable?***

Benefits are payable under this provision if the following conditions are met:

- 1) benefits are payable under the:
  - Accidental Dismemberment;  
benefit provision(s) of the Policy;
- 2) the Covered Person's Doctor recommends psychological therapy; and
- 3) such therapy is with a licensed psychologist or a licensed psychiatrist.

### ***What is payable under this provision?***

We will pay \$150 per visit, subject to a maximum amount payable of \$1,500 for each Covered Person per Accident.

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

### ***When will the benefits end?***

Benefits will end:

- 1) when a total of 10 visits have been made;
- 2) We have paid a total of \$1,500 per Covered Person, per Accident; or
- 3) the Covered Person's Doctor determines psychological therapy is no longer necessary;

whichever first occurs.

ADPT-1AA-09

## **SEATBELT AND AIR BAG BENEFIT**

### ***What is the Seatbelt Benefit?***

This benefit provides a lump sum benefit payment if the Covered Person dies from Injuries sustained in an Automobile Accident while wearing a properly fastened Seatbelt at the time of such Accident.

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

### ***What conditions must be met before benefits are payable under the Seatbelt Benefit?***

Benefits are payable under this provision if the following conditions are met:

- 1) the Loss of Life Benefit is payable under the Accidental Death and Dismemberment Benefit and
- 2) due proof of Seatbelt use is provided as part of the official police report or as certified, in writing, by the investigating law enforcement officer.

If due proof of Seatbelt use is not provided, and it is unclear if the Covered Person was wearing a Seatbelt, We will pay an additional lump sum benefit payment of \$1,000.

***What is payable under the Seatbelt Benefit?***

We will pay an amount equal to 10% of the Covered Person's Principal Sum or \$50,000, whichever is less.

***What is the Air Bag Benefit?***

This benefit provides a lump sum benefit payment if the Covered Person dies from Injuries sustained in an Automobile Accident and the Automobile is equipped with a factory installed Supplemental Restraint System (Air Bag).

***What conditions must be met before benefits are payable under the Air Bag Benefit?***

Benefits are payable under this provision if the following conditions are met:

- 1) benefits are payable under the Seatbelt Benefit as described immediately above;
- 2) the Covered Person is positioned in a seat that is designed to be protected by an Air Bag; and
- 3) the police report or other evidence establishes that the Air Bag inflated properly upon impact.

If it is unclear whether the Covered Person was positioned in a seat designed to be protected by an Air Bag or if it is not established that the Air Bag inflated upon impact, We will pay an additional lump sum benefit payment of \$1,000.

***What is payable under the Airbag Benefit?***

We will pay an additional 5% of the Covered Person's Principal Sum or \$2,500, whichever is less.

***Exclusions***

In addition to any other Exclusions listed herein, We will not pay benefits for any loss caused by or resulting from any Injury sustained while the Covered Person is:

- 1) driving or riding in any vehicle used in a race, speed or endurance test or for acrobatic or stunt driving;
- 2) intoxicated. Intoxication means that which is defined and determined by the laws of the jurisdiction where the loss or cause of loss occurred; or
- 3) under the influence of drugs, unless taken as prescribed by a Doctor.

## **Definitions**

As used in this provision:

**Automobile** means a four-wheel private passenger car, including pick-up trucks, sports utility vehicles and vans with a load capacity of one ton or less, and self-propelled motor homes, that is duly licensed for passenger use. It must be designed primarily for use on public streets and highways.

**Automobile Accident** means an Accident that occurs when the Covered Person is driving or riding in an Automobile.

**Seatbelt** means an unaltered lap or lap and shoulder restraint. It includes a government approved child restraint device when used in accordance with the manufacturer's directions. In the case of small children, the restraint must:

- 1) meet the standards of the National Safety Council; and
- 2) must be properly secured and utilized in accordance with applicable state law and the recommendations of its manufacturer for children of like age and weight.

**Supplemental Restraint System** or **Air Bag** means a device of passive restraint installed inside a vehicle. Such device must be designed to inflate upon collision to protect the individual from Injury or death.

ADSB-1AA-09

## **WORLDWIDE TRAVEL ASSISTANCE BENEFIT**

### **What is the Worldwide Travel Assistance Benefit?**

This benefit provides coverage for the following emergency assistance services which may be required if the Covered Person sustains an Injury, becomes Sick or dies while traveling more than 100 miles from his Primary Home:

- 1) Emergency Medical Evacuation/Repatriation;
- 2) Return of a Traveling Companion;
- 3) Bedside Visit; and
- 4) Return of Mortal Remains.

Benefits provided under the Worldwide Travel Assistance Benefit provision are payable in addition to any other benefits provided under the Policy.

### **What conditions must be met before any emergency assistance service is payable?**

Before benefits are payable for any emergency assistance service the following conditions must be met:

- 1) the Covered Person has to obtain advance approval of the emergency assistance service from the emergency assistance provider contracted by Us to render such emergency assistance service;
- 2) the emergency assistance service must be arranged and provided by such emergency assistance service provider; and
- 3) with respect to emergency medical evacuation/repatriation, all evacuation and medical transportation recommendations must be deemed Medically Necessary. The determination as to whether or not:
  - a) adequate medical treatment is available locally and whether or not the subsequent medical evacuation is Medically Necessary;
  - b) repatriation of the Covered Person is Medically Necessary, including the means of transportation; or
  - c) any medical or non-medical escort to accompany the Covered Person is Medically Necessary during the medical evacuation or repatriation;

will be made by Our emergency assistance service provider's medical Doctor in conjunction with the Covered Person's attending Doctor. However, repatriation will not be deemed Medically Necessary if Our emergency assistance service provider determines that the Covered Person is able to continue his trip or use the original transportation arrangements that the Covered Person purchased for the trip.

### ***What is payable under this provision?***

#### **Emergency Medical Evacuation/Repatriation**

We will pay the Reasonable Expenses incurred for:

- 1) medical evacuation of the Covered Person to the nearest appropriate medical facility, if adequate medical treatment is not available locally where the Covered Person sustained the Injury or became Sick; and/or
- 2) repatriation of the Covered Person from the place where the Covered Person is being treated to:
  - a) the most appropriate medical facility closest to the Covered Person's Primary Home; or
  - b) to his Primary Home; and
- 3) any medical or non-medical escort to accompany the Covered Person during such medical evacuation or repatriation.

Coverage includes all Medically Necessary treatment, services and supplies required as part of the medical evacuation or repatriation. However, no benefits are payable for any medical treatment, services or supplies that were provided before and/or after the Covered Person's evacuation or repatriation.

#### **Return of a Traveling Companion**

When an Injury or Sickness results in the emergency medical evacuation, repatriation, or hospitalization of the Covered Person, or if the Covered Person dies, and as a result, the Covered Person's Traveling Companion has to forfeit his return airfare, We will pay for the:

- 1) transportation expenses incurred up to the cost of a one-way Economy Airfare, to return the Covered Person's Traveling Companion to his Primary Home; and/or
- 2) expenses incurred for the necessary services of a qualified, non-family attendant if the Traveling Companion is the Covered Person's dependent child and if such child is left unattended following the Covered Person's medical evacuation, repatriation, hospitalization or death.

#### **Bedside Visit**

We will pay for the transportation expenses incurred up to the cost of an Economy Airfare, for one round trip of one friend or family member, as designated by the Covered Person, to visit the Covered Person while he is Hospital confined, provided:

- 1) the Covered Person was traveling alone at the time he became Sick or was Injured; and
- 2) the Injury or Sickness causes the Covered Person to be Hospital confined for at least 10 consecutive days.

Coverage includes the Reasonable Expenses incurred for meals and hotel accommodations, not to exceed a maximum benefit payable of \$150 per day, subject to a maximum period payable of 7 days per Injury or Sickness.

However, no benefits are payable under this Bedside Visit provision if the Covered Person is scheduled to be evacuated or repatriated within 24 hours of the scheduled arrival of the family member or friend the Covered Person designated be at his bedside.

#### **Return of Mortal Remains**

We will pay the Reasonable Expenses incurred for the following services:

- 1) embalming or cremation;
- 2) a container or urn appropriate for the transport of mortal remains;
- 3) transportation of the mortal remains to the funeral director responsible for the Covered Person's burial; or
- 4) the necessary documentation and permission from local authorities to remove and transfer the Covered Person's mortal remains;

if the Covered Person dies.

Benefits for the return of the Covered Person's mortal remains are payable to the person who has incurred the cost for the return of the Covered Person's mortal remains.

## **Definitions**

As used in this provision:

**Economy Airfare** means the least expensive airfare available by the most direct and economical route not in excess of the published tariff for an economy fare, less any credit or refund.

**Foreign Country** means any country other than the United States.

**Medically Necessary** means a treatment is:

- 1) Recommended by the attending Doctor;
- 2) Consistent with generally accepted medical practice for the Injury or Sickness, as determined by Us;
- 3) Generally considered by Doctors in the U.S.A. to be appropriate for the Injury or Sickness; and
- 4) Accepted as safe, effective and reliable by a medical specialty or board recognized by the American Board of Medical Specialties.

The fact that a Doctor may prescribe, order, recommend or approve a treatment does not, of itself, make the treatment Medically Necessary.

If a treatment does not meet the criteria above or is not consistent with professionally recognized standards of care with respect to quality, frequency or duration, the treatment will not be deemed Medically Necessary.

**Primary Home** means the residence the Covered Person's maintains as his principal domicile. If a Covered Person has been living in a Foreign Country longer than 30 days, "Primary Home" means the residence the Covered Person maintains as his principle domicile in such Foreign Country.

**Reasonable Expense** means:

- 1) for medical services and supplies required and incurred as part of an emergency medical evacuation or repatriation: The normal and customary charges of the provider do not exceed the general level of charges being made by providers of similar training and experience when furnishing the customary medical service or supply required for a similar emergency medical evacuation or repatriation in the Locality where such emergency medical evacuation or repatriation took place; and
- 2) for repatriation of remains: The normal and customary charges of the provider incurred do not exceed the general level of charges being made by providers of similar training and experience:
  - a) for a like service; or
  - b) for a supply which is identical or substantially equivalent;in the Locality where such repatriation took place.

The final determination of normal and customary charge rests solely with Us. If the charges for emergency medical evacuation or repatriation or repatriation of remains is in excess of the general level of charges, no payment will be made with respect to such excess amount.

**Sickness** or **Sick** means illness or disease which requires medical treatment by a Doctor. For the purposes of this Worldwide Travel Assistance Benefit, any exclusions or limitations pertaining to Sickness or disease including, but not limited to, any heart, coronary or circulatory malfunction, otherwise found in the Policy, shall not apply.

**Traveling Companion** means a person or persons, including but not limited to the Covered Person's spouse and dependent children who are scheduled to accompany the Covered Person the entire time the Covered Person is traveling away from his Primary Home.

ADTC-1AA-09

## **EXCLUSIONS**

### ***What is excluded from coverage under the Policy?***

No benefits will be paid for loss caused by or resulting from:

- riding in or boarding or alighting from any aircraft owned, operated, or leased by or on behalf of the Holder unless a specific written agreement has been obtained from Us to provide such coverage. (This does not include Chartered Aircraft as defined in this certificate.)
- riding in or boarding or alighting from any vehicle or device for aerial navigation as a pilot or crew member;
- declared or undeclared war or an act of either;
- suicide, a suicide attempt, self-destruction or an attempt to self-destroy while sane or insane;
- service in the armed forces of any country. However, orders to active military service for 2 months or less will not constitute service in the armed forces;
- sickness or disease, except pyogenic infections which occur through an Accidental cut or wound;
- Injury sustained while the Covered Person is intoxicated. Intoxication means that which is defined and determined by the laws of the jurisdiction where the loss or cause of loss occurred;
- Injury sustained while the Covered Person is under the influence of drugs, unless taken as prescribed by a Doctor.

ADEX-1AA

## **TERMINATION PROVISIONS**

### **TERMINATION OF EMPLOYEE INSURANCE**

#### ***When does Your insurance terminate?***

Your insurance coverage will terminate on the earliest of the following dates:

- 1) the date the Policy is terminated;
- 2) the date You request to cancel Your coverage under the Policy;
- 3) the date at the end of the period for which premium has been paid, if the required premium is not paid within the Grace Period;
- 4) on the premium due date that falls on or next follows the date:
  - a) You are no longer a member in an Eligible Class;
  - b) Your class is no longer covered under the Policy;

Termination will not affect a covered loss which began before the date of termination.

ADC-9AA



## **TERMINATION OF DEPENDENT'S INSURANCE**

### ***When does Your Dependent's coverage terminate?***

Your Dependent's coverage will end on the earliest of:

- 1) the date Your coverage terminates;
- 2) the date the Policy terminates;
- 3) the date You cancel Your Dependent's insurance;
- 4) the date at the end of the period for which the last premium has been paid if the required premium is not paid within the Grace Period;
- 5) the date the Dependent ceases to be an eligible Dependent;
- 6) the date You are no longer in a class eligible for Dependents' insurance;
- 7) the date of termination of Dependents' insurance under the Policy;
- 8) the date of a final decree of divorce (applicable to spouse coverage, if any).

ADCD-10AA

### ***Under what conditions can Your unmarried handicapped Dependent Child continue to qualify for coverage?***

We will continue coverage beyond the termination age for Your covered Dependent Child who is not capable of self-support due to physical or mental handicap. Coverage for such Dependent Child will continue while he remains disabled, Your coverage stays in force and the required premium is paid.

If at claim time a claim for such Dependent Child is denied because of attained age, You must send Us proof that the Child meets the criteria described above in order for Us to consider the claim for benefits.

ADCD-11AA-09

## **BENEFICIARY AND PAYMENT OF CLAIMS**

### ***How do You designate or change Your Beneficiary?***

At the time You become insured, You should name a Beneficiary to receive Your loss of life proceeds payable under the Policy for death caused by an Injury.

It is important that You name a Beneficiary and keep Your designation current. You may name a new Beneficiary at any time by filing with the Holder a written request on forms acceptable to Us. The Holder will send the request to Us upon Your death. When the request is received by Us from the Holder, the change will relate back to and take effect as of the date it was signed. This is the case whether You are alive or not when We receive the request. Even though the change of Beneficiary will relate back to the date it was signed, it will be without prejudice to Us on account of any payment We have already made.

ADC-13AA

### ***To whom are benefits payable?***

Benefits for Your loss of life will be payable in accordance with the Beneficiary designation in effect at the time of payment. Benefits for other than loss of life are payable to You. In lieu of a lump sum payment, You or Your Beneficiary may select an optional method of settlement as stated in the provision titled *Can You or Your Beneficiary choose an Optional Method of Settlement*. We will pay all accrued benefits unpaid at Your death in the same manner as benefits for Your loss of life.

ADC-14AA

Benefits payable for losses sustained by Your Dependents will be paid to You. If You should die before receiving such benefits, We will pay them to Your estate.

ADC-15AA

If a Beneficiary dies simultaneously with You, or within 10 days of Your death, benefits will be paid as if You survived Your Beneficiary.

ADC-16AA

If You name more than one Beneficiary and do not specify the amounts, percentage shares, or order of payment of the Beneficiaries, any proceeds that become payable under the Policy will be divided equally among all Beneficiaries. The share of any Beneficiary who has died before You, will go equally to the surviving Beneficiaries.

If a Beneficiary is a minor or is not legally competent, We may, at Our option, pay up to \$2,000 to the person or entity that has in Our opinion assumed custody and main support of such person. We will do this until the Beneficiary's legal guardian makes a formal claim.

At Our option, We may pay a part of the Accidental Death Benefit to any person who has incurred funeral or other expenses on the Covered Person's behalf as result of an Injury ending in the Covered Person's death. The maximum amount of such payment is limited to \$2,000.

Any payment made by Us in good faith, will fully discharge Our liability to the extent of such payment.

ADC-17AA-09

### ***What if there is no valid Beneficiary designation in effect at the time of Your death?***

If no such designation is in effect at that time, the benefits shall be paid to Your Beneficiary as designated under the Group Life Insurance policy issued to the Holder and in effect on the date of the Accident. Otherwise, Your loss of life proceeds will be paid to Your estate if:

- 1) You die without naming a Beneficiary; or
- 2) all of Your Beneficiaries have died before You.

If payment would otherwise be payable to Your estate due to the above, We have the right to pay all or a part of the benefit to the first of the following successive classes of surviving relatives: Your spouse; Your children; Your parents, or Your siblings.

Any payment made by Us in good faith, will fully discharge Our liability to the extent of such payment.

ADC-18AA

## **UNIFORM PROVISIONS**

### ***Time of Payment of Claim***

Benefits payable under the Policy will be paid after We receive due written proof of loss.

### ***Notice of Claim***

Written notice of claim must be given to Us within 30 days after any loss covered by the Policy. If notice cannot be given within that time, it must be given as soon as reasonably possible.

Notice will be sufficient if it identifies You and the Policy. The notice must be sent to Us at Our Claim Office, P.O. Box 946790, Maitland, FL 32794-6790, or given to Our agent.

### ***Claim Forms***

After We receive the written notice of claim, We will furnish claim forms within 15 days. If We do not, the Covered Person will be considered to have met the requirements for written proof of loss if We are sent written proof as described below. The proof must describe the occurrence, extent and nature of the loss.

### ***Written Proof of Loss***

Written proof of loss must be given to Us within 90 days after the date of such loss. If it is not reasonably possible to give the proof within 90 days, the claim is not affected if the proof is given as soon as possible. Unless the Insured is legally incapacitated, written proof must be given within one year of the time it is otherwise due.

**Physical Examination**

At Our expense, We will have the right to examine the Covered Person as often as reasonably necessary while a claim is pending.

**Autopsy**

We have the right to have an autopsy performed unless forbidden by law.

**Legal Actions**

No action at law or in equity can be brought until after 60 days following the date written proof of loss was given. No action can be brought after 5 years from the date written proof is required.

**Conformity with State Statutes**

If any provision of the Policy is in conflict with the statutes of the state in which the Policy was delivered or issued for delivery, the provision is automatically amended to meet the minimum requirements of the statute.

ADCUP-1AA-09

**GENERAL PROVISIONS**

**How will Your statements made in any application for this insurance be used?**

Any statement made by You will be deemed a representation and not a warranty. No statement will be used to void or reduce benefits, or be used in defense to a claim unless:

- 1) it is in writing;
- 2) it was signed by You; and
- 3) a copy has been given to You, Your Beneficiary or Your personal representative.

We will not use any statement to contest the validity of Your insurance after it has been continuously in force under the Policy for a period of 2 years during Your lifetime.

ADC-19AA

**What is the Grace Period if the premium is not paid?**

A grace period of 31 days will be allowed for the payment of any unpaid premium after the first payment is made. Your insurance will remain in force during the grace period. If the premium is not paid by the end of the grace period, Your coverage under the Policy ends.

The grace period will not apply if:

- 1) at least 31 days prior to the premium due date We send written notice to the Holder of Our intent not to renew the Policy; or
- 2) the Holder tells Us in writing that the Policy will not be renewed.

Your coverage will end on the date stated in Our notice, or on the date stated in such notice from the Holder, whichever is first to occur.

ADC-20AA

**Can You or Your Beneficiary choose an Optional Method of Settlement?**

Yes. In lieu of a lump sum payment, You or Your Beneficiary may elect to have all or a part of the insurance benefits paid in a fixed number of monthly installments. If You have not made such election, Your Beneficiary may do so. Election must be made by filing written request with Us at Our Home Office.

The amount of each monthly payment, according to the number of years elected, is shown in the table below:

| <b>Number of Years of Payment</b>                               | <b>3</b> | <b>4</b> | <b>5</b> | <b>10</b> | <b>15</b> | <b>20</b> |
|---|----------|----------|----------|-----------|-----------|-----------|
| <b>Monthly Installment for each \$1,000 of Benefits Payable</b> | \$28.99  | \$22.06  | \$17.91  | \$9.61    | \$6.87    | \$5.51    |

The first payment will be made once You or Your Beneficiary become eligible for payment under the applicable benefit provision. A period of years resulting in monthly payments of less than \$50.00 may not be selected.

If You or Your Beneficiary die while receiving monthly payments, the present value of the remaining payments will be paid to Your Beneficiary or to Your Beneficiary's estate unless You or Your Beneficiary has designated an alternate payee by prior written election. The present value will be determined by using a 3% per year interest factor.

We may change the above table on any Policy anniversary date. We may also change the table on any date the provisions of the Policy are changed. Any new table will not apply to any claim pending under the Policy before the date of the change.

ADC-21AA

### ***Can You assign Your Ownership Rights?***

Your right, title, and interest in the Policy are evidenced by the certificate. You may assign such right, title, and interest to someone else (known as an assignee). This assignment will cover all of Your ownership rights under the Policy including, but not limited to the following:

- 1) the right to change the Beneficiary;
- 2) the right to receive any and all benefits under the Policy without notice to or consideration to You.

We will recognize an assignee as the owner of the rights assigned only if:

- 1) the assignment is in writing, signed by You, and on a form approved by Us; and
- 2) a signed or certified copy of the written assignment has been received and registered by Us.

You cannot assign Your Accident Insurance as collateral for a loan.

We will not be responsible for the legal, tax or other effects of any assignment; or for any action taken under the Policy's provisions before receiving and registering an assignment.

ADC-22AA

### ***Are proceeds protected from the claims of the Beneficiary's creditors?***

The benefits under the Policy are not subject to the claim of, or legal process by any creditor of Your Beneficiary.

ADC-23AA

### ***What if the age of someone covered under the Policy is misstated?***

If the age of a person covered under the Policy has been misstated and the benefits payable under the Policy are subject to any age reduction requirements, any benefits payable will be adjusted to reflect the correct amount of benefits payable had the true age of the person covered been known.

ADC-24AA

### ***What happens if there is a record keeping error?***

An error in keeping records will not cancel insurance that should otherwise continue in force. Such error will not continue insurance that should otherwise end. Your insurance coverage will not be prejudiced by the failure on the part of the Holder to transmit reports, pay premium or comply with any of the provisions of the Policy when such failure is due to an inadvertent error or clerical mistake.

We have the right to examine the Holder's records for the Policy at any reasonable time. This right will extend until 2 years after the expiration of the Policy or until final adjustment and settlement of all claims hereunder, whichever is later.

ADC-25AA

### ***How is this Policy affected by Workers' Compensation Insurance?***

The policy is not in lieu of and does not affect any requirements for coverage by Workers' Compensation Insurance.

ADC-26AA

## DEFINITIONS

The following are key words and phrases used in this certificate. When these words and phrases or forms of them are used, they are capitalized. As You read this certificate, refer back to these definitions.

Any word in the male pronoun equally applies to the female pronoun unless a distinction is specified.

ADD

**Accident** means a sudden, unexpected, unusual, specific and abrupt event. Such event must occur by chance at an identifiable time and place while coverage is in force. Any loss caused by, or resulting from, a sickness or disease is not an accident.

ADD-1AA

**Active Work, Actively at Work, or Actively Working** means You must be:

- 1) while school is in session, that You are:
  - a) working at the Holder's usual place of business, or on assignment for the purpose of furthering the Holder's business; and
  - b) performing the material and substantial duties of Your regular occupation on a full-time basis;
- 2) if school is not in session, that You:
  - a) met the requirements stated in 1 a) and b) above during the prior school year (if employed during such period); and
  - b) would be able to report to work and perform the material and substantial duties of Your regular occupation if school were in session.

ADD-2BA

**Basic Annual Salary** is as stated in the Schedule.

ADD-3AA

**Beneficiary** means the person, persons or entity You name to receive benefits payable for Your Accidental death.

ADD-4AA

**Chartered Aircraft** means an aircraft the Holder does not own. The Holder hires the aircraft for one purpose or one trip or for general use. The time the Holder has it may not exceed 10 straight days nor more than 15 days in any one year. The term does not include one or more aircraft hired by the Holder on a regular or frequent basis.

ADD-5AA

**Child** means Your birth child, or an adopted or foster child from the moment of placement in Your home. A Child also includes Your stepchild or any other child who has a parent-child relationship with You. Such child must depend upon You for financial support.

ADD-6AA-09

**Contributory** means that coverage for which You pay all or a part of the premium.

ADD-7AA

**Covered Person** means You and Your Dependents who are covered under the Policy.

ADD-8AA

**Dependent** is as defined in the Schedule.

ADD-9AA

**Doctor** means a person legally licensed to practice medicine, psychiatry, psychology or psychotherapy, who is neither You nor a member of Your Immediate Family. A licensed medical practitioner is a Doctor if applicable state law requires that such practitioner be recognized for purposes of certification of disability, and the treatment provided by the practitioner is within the scope of his license.

ADD-10AA

**Eligible Person or Eligible Persons** means a person or persons in an Eligible Class under the Policy. With respect to this Certificate, eligible persons are those persons in an Eligible Class shown in the Schedule.

ADD-11AA

**Eligible Class** means a class of persons eligible for insurance under the Policy. With respect to this Certificate, the class or classes eligible for insurance are as described in the Schedule.

ADD-12AA

**Hospital** means an establishment which:

- 1) holds a license as a Hospital (if required in the state);
- 2) operates primarily for the reception, care and treatment of sick or injured persons as in-patients;
- 3) provides around the clock nursing service;
- 4) has a staff of one or more Physicians available at all times;
- 5) provides organized facilities for diagnosis and surgery;
- 6) is not primarily a clinic, nursing, rest or convalescent home or a skilled nursing facility or similar establishment; and
- 7) is not, other than incidentally, a place for treatment of alcoholism, drug addiction or mental or nervous disorders.

The nursing service must be by registered or graduate nurses on duty or call. The surgical facilities may be either at the Hospital or at a facility with which it has a formal arrangement.

Confinement in a special unit of a Hospital used primarily as a nursing, rest or convalescent home or skilled nursing facility will not be deemed to be a confinement in a Hospital.

ADD-13AA

**Immediate Family** means Your spouse and the children, siblings and parents of either You or Your spouse.

ADD-14AA

**Injury** means bodily injury caused by an Accident. The Injury must:

- 1) occur while coverage is in force; and
- 2) result, directly and independently of all other causes, in a loss covered by the Policy .

ADD-15AA

**Insured** means the eligible employee whose insurance is in force under the terms of the Policy.

ADD-16AA

**Principal Sum** means the amount of accident insurance that applies to You and Your covered Dependents as shown or described in the Schedule.

ADD-18AA

**Schedule** means the Schedule of Benefits which is a part of this certificate.

ADD-20AA

**Waiting Period** means the continuous length of time that You must be Actively Working in an Eligible Class before becoming eligible for coverage. The Waiting Period is as stated in the Schedule.

ADD-21AA

**We, Our** and **Us** mean Hartford Life and Accident Insurance Company.

ADD-22AA

**You, Your** and **Yours** means the Insured to whom this certificate is issued and whose insurance is in force under the terms of the Policy.

ADD-23AA

## ***IMPORTANT ERISA WELFARE PLAN INFORMATION***

The following section contains information provided to You at the request of the Plan Administrator of Your Plan to meet certain requirements of the Employee Retirement Income Security Act of 1974, as amended, (ERISA). All inquiries related to the following material should be referred directly to Your Plan Administrator.

### ***DISCRETIONARY AUTHORITY***

The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto. The plan administrator and other plan fiduciaries have discretionary authority to determine Your eligibility for and entitlement to benefits under the Policy. The plan administrator has delegated sole discretionary authority to Hartford Life and Accident Insurance Company to determine Your eligibility for benefits and to interpret the terms and provisions of the plan and any policy issued in connection with it.



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