YOUR BENEFIT PLAN

FASHION INSTITUTE OF TECHNOLOGY

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 as follows:

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

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. If notice of Your **Conversion Right** is not received by You on the date Your or Your Dependent's coverage terminates, You have 15 days from the date You receive the notice.
- 2. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
- 3. The **Spouse** definition will always include domestic partners, civil unions, and any other legal union recognized 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. 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: How will We determine Your or Your Dependent's eligibility for benefits? We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your or Your Dependent's eligibility for benefits for any claim You or Your beneficiaries make on The Policy. We will:

1) obtain with Your or Your beneficiaries' cooperation and authorization if required by law, only such information that is necessary to evaluate Your or Your beneficiaries' claim and decide whether to accept or deny Your or Your beneficiaries' claim for benefits. We may obtain this information from Your or Your beneficiaries' Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You or Your Dependent's physically examined when and as often as We may reasonably require while the claim is

pending. In addition, and at Your or Your beneficiaries' option and at Your or Your beneficiaries' expense, You or Your beneficiaries may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your or Your beneficiaries' choice. You or Your beneficiaries should provide Us with all information that You or Your beneficiaries want Us to consider regarding Your or Your beneficiaries' claim;

- As 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;
- if We approve Your claim, We will review Our decision to approve Your or Your beneficiaries claim for benefits as often as is reasonably necessary to determine Your or Your Dependent's continued eligibility for benefits;
- 4) if We deny Your or Your beneficiaries' claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled **Claim Denial.**

In the event We deny Your or Your beneficiaries' claim for benefits, in whole or in part, You or Your beneficiaries can appeal the decision to Us. If You or Your beneficiaries choose to appeal Our decision, the process You or Your beneficiaries must follow is set forth in The Policy provision entitled **Claim Appeal**. If You or Your beneficiaries do not appeal the decision to Us, then the decision will be Our final decision.

2. 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 **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.
- 2. The **Dependent Child(ren)** definition will always include children related to You by civil union.
- 3. The **Spouse** definition will always include civil unions.
- 4. Entering a civil union, terminating a civil union, the death of a party to a civil union or a party to a civil union losing employment, which results in a loss of group insurance, will all constitute as a **Change in Family Status**.

Florida:

- 1. **Legal Actions** cannot be taken against Us more than 5 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.
- 2. **NOTICE:** The benefits of the policy providing you coverage may be governed primarily by the laws of a state other than Florida.

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. 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.ldaho.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. 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 Benefits document available on the Illinois Department of Insurance's website at www.insurance.illinois.gov.

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

Louisiana:

- 1. The age limit stated in the Continuation for Dependent Child(ren) with Disabilities provision is increased to 21, if less than 21.
- 2. The following requirement applies to you:

Reinstatement after Military Service: Can coverage be reinstated after return from active military service? If Your or Your Dependents' coverage ends because You or Your Dependents enter active military service, coverage may be reinstated, provided You request such reinstatement upon Your or Your Dependents' release from active military service.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

Maine:

1. **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.

Maryland:

1. NOTICE: The group insurance Policy providing coverage under the Certificate may have been issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

Massachusetts:

- 1. The definition of **Terminal Illness or Terminally Ill** shown in the **Accelerated Benefit** cannot exceed 24 months.
- 2. NOTICE: As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org).

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

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

Michigan:

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

Minnesota:

- 1. You or Your Dependents must be on a documented military leave of absence in order to qualify for the Military Leave of Absence continuation shown in the **Continuation Provisions**.
- 2. If there are 25 or more residents of Minnesota who are covered under The Policy and those 25 residents constitute 25% or more of the total number of people covered under The Policy, the Lay Off continuation shown in the **Continuation Provisions** shall not apply to you. The following requirement applies to you:

Minnesota Coverage Continuation: If You are voluntarily or involuntarily terminated or Laid Off by the Employer, You may elect to continue Your Life Insurance coverage (including Dependent Life coverage) by making premium payments to the Employer for the cost of continued coverage. Continued coverage will take effect on the date Your coverage would otherwise have ended and must be elected within 60 days from:

- 1) the date Your coverage would otherwise terminate: or
- 2) the date You receive a written notice of Your right to continue coverage from the Employer; whichever is later.

The amount of premium charged may not exceed 102% of the premium paid for other similarly situated employees who are Actively at Work. The Employer will inform You of:

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

Upon request, the Employer will provide You Our written verification of the cost of coverage.

Coverage will be continued until the earliest of:

- 1) the date You are covered under another group policy;
- 2) the date the required premium is due but not paid; or
- 3) the last day of the 18th month following the date of termination or Lay Off.

Upon the termination of continued coverage, You may:

- 1) exercise Your Conversion Right; or
- 2) continue coverage under a group Portability policy; and
- 3) qualify for Retiree coverage.

Minnesota law requires that if Your coverage ends because the Employer fails to notify You of Your right to continue coverage or fails to pay the premium after timely receipt, the Employer will be liable for benefit payments to the extent We would have been liable had You still been covered.

3. If the following paragraph appears in the Accelerated Benefit provision, it does not apply to you:

In the event:

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

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

4. If there are 25 or more residents of Minnesota who are covered under The Policy and those 25 residents constitute 25% or more of the total number of people covered under The Policy, You are not required to be insured under The Policy for a specified period of time in order to exercise the **Conversion Right**.

Missouri:

- 1. The period in which You must remain Disabled to qualify for Waiver of Premium cannot exceed 180.
- 2. If Waiver of Premium is approved and You have completed the elimination period, We will retroactively refund to You, or to Your estate if You have died, any premiums paid during the period You have been continuously Disabled.
- 3. The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

Montana:

- 1. The time period in which You are required to be insured under The Policy in order to exercise the **Conversion Right** cannot exceed 3 years.
- 2. If You are eligible to receive the **Felonious Assault Benefit**, We will not exclude for losses that result from a Felonious Assault committed by a member of Your family or a member of the household in which You live.
- 3. **NOTICE:** Conformity with Montana statutes: The provisions of the certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of the certificate

New Hampshire:

1. Your Spouse may be eligible to continue his or her Life Insurance coverage in the event of divorce or separation as shown in the **Spouse Continuation** below:

Spouse Continuation: Can coverage for my Spouse be continued in the event of divorce or separation? If:

- 1) You are a resident of New Hampshire;
- 2) You get a divorce or legal separation from a Spouse that is covered under The Policy; and
- 3) the final decree of divorce or legal separation does not expressly prohibit it;

Your former Spouse may continue his or her coverage.

We must receive Your Spouse's written request and the required premium to continue his or her coverage within 30 days of the final decree of divorce or legal separation.

Solely for the purpose of continuing the coverage, Your Spouse will be considered the insured person. However, Your former Spouse's coverage will not continue beyond the earliest of:

- 1) the 3-year anniversary of the final decree of divorce or legal separation;
- 2) the remarriage of the former Spouse;
- 3) Your death;
- 4) an earlier time as provided by the final decree of divorce or legal separation; or
- 5) a date the coverage would otherwise have ended under the Dependent Termination Provision.

New York:

- 1. If the definition of **Spouse** requires the completion of a domestic partner affidavit, the requirement applies to you: The domestic partner affidavit must be notarized and requires that You and Your domestic partner meet all of the following criteria:
 - 1) you are both are legally and mentally competent to consent to contract in the state in which you reside:
 - you are not related by blood in a manner that would bar marriage under laws of the state in which you reside;

- 3) you have been living together on a continuous basis prior to the date of the application;
- 4) neither of you have been registered as a member of another domestic partnership within the last six months; and
- 5) you provide proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof).

The domestic partner affidavit further requires that You and Your domestic partner provide proof of financial interdependence in the form of at least two of the following:

- 1) a joint bank account;
- 2) a joint credit card or charge card;
- 3) joint obligation on a loan;
- status as an authorized signatory on the partner's bank account, credit card or charge card:
- 5) joint ownership of holdings or investments, residence, real estate other than residence, major items of personal property (e.g., appliances, furniture), or a motor vehicle;
- 6) listing of both partners as tenants on the lease of the shared residence;
- 7) shared rental payments of residence (need not be shared 50/50)
- 8) listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
- 9) a common household and shared household expenses (e.g., grocery bills, utility bills, telephone bills, etc. and need not be shared 50/50):
- 10) shared household budget for purposes of receiving government benefits;
- 11) status of one as representative payee for the other's government benefits;
- 12) joint responsibility for child care (e.g., school documents, guardianship);
- 13) shared child-care expenses (e.g., babysitting, day care, school bills, etc. and need not be shared 50/50);
- 14) execution of wills naming each other as executor and/or beneficiary;
- 15) designation as beneficiary under the other's life insurance policy;
- 16) designation as beneficiary under the other's retirement benefits account;
- 17) mutual grant of durable power of attorney;
- 18) mutual grant of authority to make health care decisions (e.g., health care power of attornev):
- 19) affidavit by creditor or other individual able to testify to partners' financial interdependence;
- 20) other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

North Carolina:

- 1. **NOTICE**: UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:
 - 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
 - 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

IMPORTANT TERMINATION INFORMATION

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

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

North Dakota:

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

Ohio:

1. Any references to the Accelerated Benefit shall be changed to the Accelerated Death Benefit.

Oregon:

- 1. The **Spouse** definition will include Your domestic partner provided You have registered as domestic partners with a government agency or office where such registration is available. You will not be required to provide proof of such registration.
- 2. The **Dependent Child(ren)** definition will include children related to You by domestic partnership.
- 3. The following Jury Duty continuation applies for Employers with 10 or more employees:

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

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

Rhode Island:

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

South Carolina:

- 1. The dollar amount stated in the third paragraph of the **Claims to be Paid** provision is changed to \$2,000, if greater than \$2,000.
- 2. If the Continuity from a Prior Policy for Disability Extension provision is included in the Certificate and You qualify for continued coverage, Your Amount of Insurance will be the greater of the amount of life insurance and accidental death and dismemberment principal sum that You had under the Prior Policy or the amount shown in the Schedule of Insurance. This Amount of Insurance will be reduced by any coverage amount that is in force, paid or payable under the Prior Policy or that would have been payable under the Prior Policy had timely election been made.
- 3. If The Policy Terminates or Your Employer ceases to be a Participating Employer and You have been approved for the **Waiver of Premium**, Your coverage under the terms of this provision will not be affected. Your Dependent coverage will continue for a period of 12 months from the date of Policy termination and will be subject to the terms and conditions of The Policy.
- 4. If The Policy Terminates or Your Employer ceases to be a Participating Employer and You have been approved for the **Disability Extension**, Your and Your Dependent's coverage will be continued for a period of up to 12 months from the date The Policy terminated or Your Employer ceased to be a Participating Employer, as long as premiums are paid when due. Coverage during this period will be subject to the other terms and conditions of the **Disability Extension Ceases** provision. When this extension period is exhausted, You may be eligible to exercise the **Conversion Right** for You and Your Dependent's coverage. **Portability Benefits** will not be available

South Dakota:

1. The definition of **Physician** can include You or a person Related to You by blood or marriage in the event that the Physician is the only one in the area and is acting within the scope of their normal employment.

Texas:

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

2. IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener información o para presentar una

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.

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

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.

Utah:

- 1. We will send **Claim Forms** within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.
- 2. If the **Sending Proof of Loss** provision provides a timeframe in which proof must be submitted before it affects Your claim, this time limitation shall not apply to You.
- 3. When We determine that benefits are payable, We will make **Claim Payments** within no more than 45 days after **Proof of Loss** is received.
- 4. Any reference to fraud within the **Incontestability** provision does not apply to You.
- 5. A Sickness or Injury continuation of at least 6 months must be included in the **Continuation Provisions**.

Vermont:

1. The following requirement applies:

<u>Purpose:</u> This requirement is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this requirement, the civil union must have been established in the state of Vermont according to Vermont law.

<u>General Definitions, Terms, Conditions and Provisions:</u> The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements are hereby superseded as follows:

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

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

2. Interest on a **Claim Payment** is payable from the date of death until the date payment is made at an interest rate of 6% annually or Our corporate interest rate, whichever is greater.

Virginia:

1. 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)

Washington:

1. The following **Disputed Diagnosis** requirement applies to You:

Disputed Diagnosis: What happens if a dispute occurs over whether I am Terminally III or my Dependent is Terminally III?

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

- 2. A Labor Dispute continuation of at least 6 months must be included in the **Continuations Provisions**.
- 3. The **Dependent Child(ren)** definition will always include children related to You by domestic partnership.
- 4. The definition of **Spouse** will always include domestic partners.
- 5. The provision titled **Suicide** does not apply to you.

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)

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

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



GROUP TERM LIFE CERTIFICATE OF INSURANCE Annually Renewable Nonparticipating Contributory

Policyholder: FASHION INSTITUTE OF TECHNOLOGY

Policy Number: GL-876940

Policy Effective Date: January 1, 2016 Policy Anniversary Date: January 1, 2018

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. This certificate replaces any other certificate We may have given to You earlier under The Policy. Nothing in The Policy invalidates or impairs any rights or benefits stated in the certificate or granted by New York law. Rights and benefits granted to the certificateholder will not be less than those required by New York law. The Policy and certificate are on file with Us at Our home office. The Policy and certificate may be inspected at the office of the Policyholder. The rights of any certificateholder, insured or beneficiary shall not be affected by any provision not contained in the certificate, riders, endorsements or amendments.

Signed for the Company

Lisa Levin, Secretary

Michael Concannon, President

READ YOUR CERTIFICATE CAREFULLY. CERTAIN WAR RISKS ARE NOT ASSUMED. IN CASE OF ANY DOUBT WRITE YOUR COMPANY FOR FURTHER EXPLANATION.

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.

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

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SCHEDULE OF INSURANCE

The benefits described herein are those in effect as of April 1, 2017.

Cost of Coverage:

Contributory Coverage: Supplemental Life Insurance

Eligible Class(es) For Coverage: All Full-time Active Employees who are working in the United States of America, Puerto Rico, Guam and any other locations where We may legally provide such coverage, excluding temporary, leased or seasonal employees.

Full-time Employee: at least 12 hours weekly

Annual Enrollment Period: as determined by Your Employer on a yearly basis.

Eligibility Waiting Period for Coverage:

None

Life Insurance Benefit

Amount of Life Insurance

Supplemental Amount of Life Insurance

\$250,000 Maximum Amount

\$250,000 1, 2, 3, or 4 times Your annual Earnings, subject to a maximum of \$500,000 rounded to the next higher \$1,000 if not already a multiple

However, in no event will Your Supplemental Amount of Life Insurance be less than \$10,000.

Reduction in Amount of Life Insurance

of \$1.000.

We will reduce the Amount of Life Insurance for You by any Amount of Life Insurance in force, paid or payable:

- 1) in accordance with the Conversion Right;
- 2) under the Portability provision; or
- 3) under the Prior Policy.

ELIGIBILITY AND ENROLLMENT

Eligible Persons: Who is eligible for coverage?

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

Eligibility for Coverage: When will I become eligible?

You will become eligible for coverage on the latest of:

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

Enrollment: How do I enroll for coverage?

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us, for Your coverage; and
- 2) deliver it to Your Employer.

If You do not enroll for Your coverage within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll You may enroll for Your coverage only:

- 1) during an Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Enrollment may be subject to the Evidence of Insurability Requirements provision.

Evidence of Insurability Requirements: When will I first be required to provide Evidence of Insurability? We require Evidence of Insurability for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Life Insurance greater than the Supplemental Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and
- You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Evidence of Insurability: What is Evidence of Insurability?

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

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physician's statement; and
- 4) any additional information We may require.

Evidence of Insurability will be furnished at Our expense except for Evidence of Insurability due to late enrollment. We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy.

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

Change in Family Status: What constitutes a Change in Family Status?

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

PERIOD OF COVERAGE

Effective Date: When does my coverage start?

Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the January 1st on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

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

Deferred Effective Date: When will my effective date for coverage or a change in my coverage be deferred? If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition, such coverage will not start until the date You are Actively at Work.

Continuity from a Prior Policy: Is there continuity of coverage from a Prior Policy?

Your initial coverage under The Policy will begin, and will not be deferred if on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date, You were not Actively at Work, and would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the lesser of the amount of life insurance:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Change in Coverage: When may I change my coverage?

After Your initial enrollment You may increase or decrease coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

Effective Date for Changes in Coverage: When will changes in coverage become effective?

Any decrease in coverage will take effect on the date of the change.

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

- 1) the date of the change:
- 2) the date requirements of the Deferred Effective Date provision are met;
- 3) the date Evidence of Insurability is approved, if required; or
- 4) the January 1st on or next following the last day of the Annual Enrollment Period, except for an increase as a result of a Change in Family Status.

Increase in Amount of Life Insurance: If I request an increase in the Amount of Life Insurance for myself, must I provide Evidence of Insurability?

If You are:

- 1) already enrolled for an Amount of Life Insurance under The Policy, then You must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for an Amount of Supplemental Life Insurance under The Policy, You must provide Evidence of Insurability for any amount of Supplemental Life Insurance coverage including an initial amount.

In any event, if the Amount of Life Insurance You request is greater than the Guaranteed Issue Amount, You must provide Evidence of Insurability.

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

Termination: When will my coverage end?

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 3) the date the premium payment is due but not paid;
- 4) the date Your Employer terminates Your employment; or
- 5) the date You are no longer Actively at Work;
- 6) Your benefits terminate at age 70

unless continued in accordance with any one of the Continuation Provisions.

Continuation Provisions: Can my coverage be continued beyond the date it would otherwise terminate? Coverage will be continued beyond a date shown in the Termination provision as outlined below.

The amount of continued coverage will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

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

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions. The Continuation Provisions shown below may not be applied consecutively.

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

<u>Leave of Absence</u>: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage may be continued for up to 24 months following the date the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

<u>Military Leave of Absence</u>: If You enter active full-time military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 52 weeks. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

<u>Lay Off:</u> If You are temporarily laid off by the Employer due to lack of work, all of Your coverage may be continued for up to 24 months following the date the layoff commenced. If the lay off becomes permanent, this continuation will cease immediately.

Sickness or Injury: If, due to sickness or injury, You are:

- 1) not Actively at Work; or
- 2) working a reduced number of hours as part of a return to work plan with Your Employer,
- all of Your coverages may be continued:
- 1) for a period of 12 consecutive month(s) from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive month(s).

<u>Family and Medical Leave</u>: 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) 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.

<u>Sabbatical</u>: If You are on a documented paid sabbatical, Your coverage may be continued for up to 24 month(s) following the date the sabbatical commenced. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.

Waiver of Premium: Does coverage continue if I am Disabled?

Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

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

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Eligible Coverages: What coverages are eligible under this provision?

This provision applies only to Your Supplemental Life Insurance.

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

Disabled: What does Disabled mean?

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

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

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

Conditions for Qualification: What conditions must I satisfy before I qualify for this provision?

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60;
- 2) be Disabled and provide Proof of Loss that You have been:
 - a) Disabled for 6 consecutive months, starting on the date You were last Actively at Work; or
 - b) diagnosed with a life expectancy of 12 months or less; and
- 3) provide such proof within one year of Your last day of work as an Active Employee. If Proof of Loss cannot be given within that time, it must be given as soon as reasonably possible after that.

If You were covered under a Disability Extension under the Prior Policy, Your coverage will be in force under The Policy.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: When will premiums be waived?

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 6 month(s) You are Disabled unless You have been diagnosed with a life expectancy of 12 months or less. We have the right to:

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

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit: or
- 2) convert coverage in accordance with the Conversion Right.

If You cease to be Disabled and return to work for a total of 5 days or less during the first 6 month(s) that You are Disabled, the 6 month waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 6 month period. If You return to work for more than 5 days, You must satisfy a new waiting period.

Benefit Payable before Approval of Waiver of Premium: What if I die before I qualify for Waiver of Premium? If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for You provided:

- 1) You were continuously Disabled:
- 2) the Disability lasted or would have lasted 6 months or more; and
- 3) premiums had been paid for coverage.

Waiver Ceases: When will Waiver of Premium cease?

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 60.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Effect of Policy Termination: What happens to the Waiver of Premium if The Policy terminates? If The Policy terminates before You qualify for Waiver of Premium:

- You may exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium, Your coverage under the terms of this provision will not be affected.

BENEFITS

Life Insurance Benefit: When is the Life Insurance Benefit payable?

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

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

Suicide: What benefit is payable if death is a result of suicide?

If You commit suicide, We will not pay any Supplemental Amount of Life Insurance for You which was elected within the 2 year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings.

This 2 year period includes the time group life insurance coverage was in force under the Prior Policy.

Any premium paid by You during this 2 year period for initial amounts of Supplemental Life Insurance or elected increases in Supplemental Life Insurance, will be returned to Your beneficiary.

Accelerated Benefit: What is the benefit?

In the event that You are diagnosed as Terminally III while You are:

- 1) covered under The Policy for an Amount of Life Insurance of at least \$10,000; and
- 2) under Normal Retirement Age;

We will pay the Accelerated Benefit in a lump sum amount as shown below, provided We receive proof of such Terminal Illness.

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

The Amount of Life Insurance payable upon Your death will be reduced by any Accelerated Benefit Amount paid under this benefit. In addition, Your remaining Amount of Life Insurance will be subject to any reductions in The Policy and will not increase once an Accelerated Benefit has been paid. There will be no effect on premium due after the Accelerated Benefit Amount is paid under this benefit.

You may request a minimum Accelerated Benefit amount of 25% of the Amount of Insurance or \$50,000 if less, and a maximum of \$500,000. However, in no event will the Accelerated Benefit Amount exceed 80% of Your Amount of Life Insurance. This option may be exercised only once.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$100,000 and are Terminally III, You can request any portion of the Amount of Life Insurance Benefits from \$25,000 to \$80,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$25,000 now, You cannot request the additional \$55,000 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

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

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

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

Proof of Terminal Illness and Examinations: Must proof of Terminal Illness be submitted?

We reserve the right to require satisfactory Proof of a Terminal Illness. Any diagnosis submitted must be provided by a Physician.

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

No Longer Terminally III: What happens to my coverage if I am no longer Terminally III? If You are diagnosed by a Physician as no longer Terminally III and:

- 1) return to an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) do not return to an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid. In addition, any amount paid as an Accelerated Benefit is not available for conversion. Please see the Conversion Right provisions.

Conversion Right: If coverage under The Policy ends or is reduced, do I have a right to convert?

If Life Insurance coverage or any portion of it under The Policy ends for any reason, except non payment of premium, You have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Such reasons for the Life Insurance coverage ending include, but are not limited to termination of employment, termination of The Policy or change in classes eligible for insurance. Conversion is not available for any Amount of Life Insurance for which You were not eligible and covered under The Policy.

This right to convert also applies if Your Amount of Life Insurance reduces:

- 1) due to a change in class of persons covered under The Policy;
- 2) due to an amendment to The Policy; or
- 3) in accordance with the Reduction in Amount of Coverage Due to Age provision stated in the Schedule.

The amount that may be converted is limited to the amount of group coverage in force prior to termination, less any amount of group coverage remaining in force under The Policy, subject to the provisions outlined below.

If coverage under The Policy ends because The Policy is terminated, the amount which may be converted is limited to the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 45 days of termination of group life coverage.

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

Conversion: How do I convert my coverage?

You will be given notice of the conversion privilege within 15 days before or after the terminating event which results in the conversion option. If such notice is not given, You will have an additional period in which to exercise conversion rights. If notice is given more than 15 days but fewer than 90 days after the terminating event, this additional period will end 45 days following the date You are given notice of the right to convert. Written notice and an application of conversion rights will be presented to You or mailed by the Employer or Us to the last known address.

If notice is not given within 90 days after the terminating event, the conversion election period will terminate at the end of 90 days.

To convert Your coverage You must:

1) complete and return the conversion application; and

pay the required premium for coverage;
 within 31 days of the date of termination or during any required extension of the conversion election period as noted above.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective as of the date group coverage under The Policy ends and is not continued; and
- 2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: What are the Conversion Policy provisions?

The Conversion Policy will:

- be issued on any one of the Life Insurance policy forms then customarily issued by Us, except term insurance;
 and
- 2) base premiums on unisex rates in effect for new applicants of Your age at the time of conversion.

The Conversion Policy will not provide:

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

At Your option, the Conversion Policy may be preceded by a one year term insurance policy subject to the same conditions and a premium payable in any mode customarily offered by Us.

If Your insurance terminates due to Your Total and Permanent Disability, You may elect any one of the Life Insurance policy forms, including term insurance, customarily issued by Us, subject to the same conditions, at the end of the one year period. At Your option, the Conversion Policy may be preceded by a one year term insurance policy subject to the same conditions and a premium payable in any mode customarily offered by Us.

Total and Permanent Disability means You are prevented by injury or sickness, expected to last at least 1 year, from doing any work for wage or profit for which You are, or could become, qualified by:

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

The Conversion Right is available for any Amount of Life Insurance which was, or is being, continued:

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

If Conversion is elected, then coverage continued as outlined above will terminate.

The Suicide and Incontestability provisions for the amount converted do not start anew.

Death within the Conversion Period: What if I die before coverage is converted?

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

- 1) coverage under The Policy terminates; and
- 2) You die within 31 days of date coverage terminates or during any required extension of the conversion election period as noted above; and
- 3) We receive Proof of Loss.

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

The Conversion Right is available to You at any time while Your Portability Coverage is in effect, or when the Portability coverage ends.

Effect of Waiver of Premium on Conversion: What happens to the Conversion Policy if Waiver of Premium is later approved?

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your death under The Policy will be paid only if the individual Conversion Policy is surrendered. We will refund the premium paid for such Conversion Policy.

Portability Benefits: What is Portability?

Portability is a provision which allows You to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events.

Qualifying Events: What are Qualifying Events?

Qualifying Events for You are:

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

Electing Portability: How do I elect Portability?

You may elect Portability for Your coverage after Your Supplemental Life Insurance coverage ends because You had a Qualifying Event. The Policy must still be in force in order for Portability to be available. Portability will not be available to You unless You have been Actively at Work under The Policy.

You will be given notice of the Portability provision within 15 days before or after the terminating event which results in the Portability option. If such notice is not given, You will have an additional period in which to exercise Portability rights. If notice is given more than 15 days but fewer than 90 days after the terminating event, this additional period will end 45 days following the date You are given notice of the right to elect Portability. Written notice of the Portability option and an application will be presented to You or mailed by the Employer or Us to the last known address.

If notice is not given within 90 days after the terminating event, the Portability election period will terminate at the end of 90 days.

To elect Portability for Yourself, You must:

- 1) complete and return a Portability application; and
- 2) pay the required premium for coverage;

within 31 days of the date of termination or during any required extension of the Portability election period noted above.

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

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

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

The Suicide and Incontestability provisions for the amount elected under this Portability provision do not start anew.

Limitations: What limitations apply to this benefit?

You may elect to continue 50%, 75%, or 100% of the Amount of Life Insurance which is ending for You. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the Amount of Life Insurance that may be continued will not exceed \$250,000 for You.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You be able to continue an Amount of Life Insurance which is less than \$5,000.

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

In addition Portability is not available if You are entering active military service.

Effect of Portability on other Provisions: How does Portability affect other Provisions?

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

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

under The Policy. However, if:

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

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

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

The Conversion Right is available to You at any time while Your Portability Coverage is in effect, or when the Portability coverage ends.

GENERAL PROVISIONS

Notice of Claim: When should I notify the Company of a claim?

You, or the person who has the right to claim benefits, must give Us, written notice of a claim as soon as reasonably possible after the date of death. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: Are special forms required to file a claim?

We will send forms to the claimant to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

Proof of Loss: What is Proof of Loss?

For death claims, Proof of Loss may include the following:

- 1) certified copy of the death certificate or other due proof of death;
- 2) completed claim form.

For all other claims, Proof of Loss may include the following:

- 1) a completed claim form;
- 2) Your Enrollment form;
- 3) Your Beneficiary Designation (if applicable);
- 4) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability; and
 - c) the prognosis of Your Disability;
- 5) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 6) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 7) Your signed authorization for Us to obtain and release medical, employment, and financial information (if applicable); or
- 8) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: When must Proof of Loss be given?

Written Proof of Loss should be sent to Us or Our representative as soon as reasonably possible after the loss.

Physical Examination and Autopsy: Can We have a claimant examined or request an autopsy?

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

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

Claim Payment: When are benefit payments issued?

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

Claims to be Paid: To whom will benefits for my claim be paid?

Life Insurance Benefits will be paid in accordance with the life insurance Beneficiary Designation. If the beneficiary is a minor or otherwise incompetent, as determined by law or court proceeding, payment will be made to his or her legal guardian.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay in equal shares, the first of the following classes to have a survivor at Your death:

- 1) spouse; or
- 2) children; or
- 3) parents; or
- 4) siblings; or
- 5) the executors or administrators of Your estate.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment by reason of having incurred expenses on Your behalf or because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

When the benefit is payable, We will pay it in a single lump sum check, unless another method of payment is requested by the certificate holder or beneficiary and agreed to by Us.

We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate.

Unless otherwise provided by law, the Life Insurance Benefit is not subject to the claim of, or legal process by, any creditor, personal representatives, or trustees and receivers in state or federal court.

Beneficiary Designation: How do I designate or change my beneficiary?

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

You may designate more than one beneficiary, specify amounts, percentage shares and the order of payment. If You designate more than one beneficiary and do not specify the amounts, percentage shares, or order of payment, benefits payable will be divided equally among all beneficiaries. The share of any beneficiary who has died before You will go equally to the surviving beneficiaries, unless Your beneficiary designation states otherwise.

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

If You have designated an irrevocable beneficiary, You will be able to change that beneficiary only after We have received a signed release from Your irrevocable beneficiary.

If You are a minor, only You or Your parent, spouse, sibling, child or grandparent can be a beneficiary.

In no event may a beneficiary be changed by a Power of Attorney, to the extent permitted by applicable law.

Claim Denial: What notification will my Beneficiary or I receive if a claim is denied?

If a claim for benefits is wholly or partly denied, You or Your beneficiary 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 provisions upon 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: What recourse do my Beneficiary or I have if a claim is denied?

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 disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; 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.

Incontestability: When can The Policy be contested?

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

No material misrepresentation made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You, a copy of which is or has been furnished to You or Your Beneficiary.

This two year period also applies to any additional amounts of Life Insurance which You request and is subject to Evidence of Insurability from the date such additional coverage becomes effective.

Assignment: Are there any rights of assignment?

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

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

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

- 1) it is duly executed; and
- 2) a copy is received by Us.

You may only change an absolute assignment made by You with written consent of the absolute beneficiary(s), and a copy of the written consent must be on file with Us.

We and the Policyholder assume no responsibility:

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

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

Assignments will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of assignment or change of assignment.

Legal Actions: When can legal action be taken against Us?

Legal action cannot be taken against Us sooner than the date written Proof of Loss is furnished.

Workers' Compensation: How does The Policy affect Workers' Compensation coverage?

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

Misstatements: What happens if facts are misstated?

If material facts about You were not stated accurately:

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

This adjustment will not apply to material facts, other than age or sex, after such insurance policy has been in force for a period of 2 years.

Entire Contract: What documents are part of the Entire Contract?

The contract between the parties consists of:

- 1) The Policy;
- 2) any certificates incorporated and made a part of The Policy:
- 3) any riders issued in connection with such certificates;
- 4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued; and
- 5) any individual application submitted by You and accepted by The Company in connection with The Policy.

The rights of the Policyholder, insured or beneficiary shall not be affected by any provision not contained: (a) in The Policy, riders, endorsements or amendments signed by the Policyholder and the insurer, (b) in the Policyholder application attached to The Policy, or (c) in any individual statement submitted with the application.

Certificates: How do I obtain a copy of my certificate?

The Company will give individual certificates to:

- 1) the Policyholder; or
- 2) any other person according to a mutual agreement among the other person, the Policyholder, and The Company; for delivery to persons covered under The Policy and which will explain the important features of the certificate.

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 number of hours shown in the Schedule of Insurance.

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

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

Earnings means Your regular annual rate of pay, not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the date You were last Actively at Work.

Employer means the Policyholder.

Guaranteed Issue Amount means the Amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

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

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

Physician means a person who is:

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

Prior Policy means the group life insurance policy carried by the Employer on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

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

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

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

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

The Plan Described in this Booklet is Insured by the

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