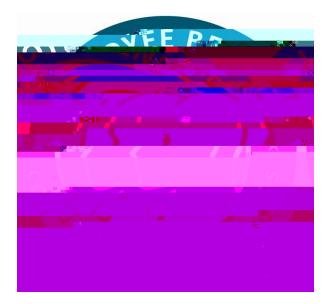
# YOUR BENEFIT PLAN



**Columbia Public Schools** 

Accident

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### Maryland

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

#### State Notices

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

The insurance carrier for the policy is:

The Hartford Group Benefits Division, Customer Service P.O. Box 2999 Hartford, CT 06104-2999 1-800-523-2233 The Claims Administrator for the policy is:

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

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

We are providing notice that Hartford Life and Accident Insurance Company is subject to economic and trade sanctions laws and regulations. These laws and regulations, including the laws and regulations administered and enforced by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), prevent Hartford Life and Accident from providing coverage to, and from paying benefits to, entities and individuals where prohibited by applicable law. In addition, these laws and regulations prohibit certain activities with respect to certain countries.

We have included this information to make you aware of the existence and potential impact of these economic and trade sanctions programs on your benefit program.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

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

#### Alaska:

1. The Policy Interpretation provision, if shown in the

1. The Policy Interpretation provision, if shown in the General Provisions section does not apply to You. The following requirement applies to You:

Eligibility Determination

Toll Free: 1(800) 721-3272 Web Address: www.DOI.Idaho.gov

#### Illinois:

- 1. The Policy Interpretation provision, if shown in the General Provisions section, is not applicable.
- For Your Questions and Complaints Illinois Department of Insurance Consumer Services Station Springfield, IL 62767 Consumer Assistance: 1(866) 445-5364 Officer of Consumer Health Insurance: 1(877) 527-9431 Web Address: <u>http://insurance.illinois.gov/</u>
- 3. In accordance with Illinois law, insurers are required to provide the following NOTICE to applicants of insurance policies issued in Illinois.

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

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," a0 d61Mal relatio590xt of kin,"

(a) Your coverage terminates because You enter active military service; and

(b) You are rehired within 12 months of the date You return from active military service

then coverage for You may be reinstated, provided You request such reinstatement within 30 days of the date You return to work.

The reinstated coverage will:

- (a) be the same coverage amounts in force on the date coverage terminated; and
- (b) not be subject to any Waiting Period for Coverage; and
- (c) 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.

#### Michigan:

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

Minnesota:

- Notice of Claim, as shown in the Claim Provisions section, should be sent to: The Hartford Supplemental Insurance Benefit Department P.O. Box 99906 Grapevine, TX 76099.
- 2. Payment of claim will occur immediately after Our receipt of due written Proof of Loss, regardless of what is stated in the Time of Payment of Claims, located in the Claim Provisions section of the certificate.

#### Missouri:

1. The term CONTRACT is replaced with CERTIFICATE in the Medicare Supplement NOTICE found on the first page of the Certificate.

#### Montana:

 The definition of Physician in the Definitions section will include the following freedom of choice language: You have full freedom of choice in the selection of any health care provider for the treatment of any injury related to an Accident within the scope and limitations of his or her practice, including a licensed physician, physician assistant, dentist, osteopath, chiropractor, optometrist, podiatrist, psychologist, licensed social worker, licensed professional counselor, licensed marriage and family therapist, acupuncturist, naturopathic: Extension of Coverage while Disabled

If You are Disabled when coverage would otherwise terminate because:

- (a) You are no longer eligible for insurance or are no longer in an Eligible Class; or
- (b) the Policy terminated;

coverage will be extended for 90 days after it would otherwise terminate, while Disability continues.

The following definitions apply to this provision:

Disabled, Disability means that a significant change in Your mental or physical functional capacity has occurred, as a result of which during the initial 12 months of continuous disability You are:

- (a) unable to perform the Material Duties of Your Regular Occupation; and/or
- (b) receiving disability benefits through a disability insurance plan (or equivalent) sponsored by the Policyholder.

Thereafter, You must be continuously unable to perform the Material Duties of any occupation for which You are or may reasonably become qualified based on education, training or experience. At all times while disabled, You must be under the care of a Physician or Medical Professional.

Material Duties means the essential functions, operations and tasks relating to an occupation, as it is normally performed in the general labor market in the United States economy that cannot be reasonably modified or omitted.

Regular Occupation means the occupation You routinely perform at the time Your Disability begins. Your regular occupation is:

- (a) not limited to Your specific position with the Policyholder; and
- (b) is inclusive of any similar position or activity based on job descriptions included in the most recent edition of the United States Department of Labor Dictionary of Occupational Titles (or equivalent source), as normally performed in the United States economy (not specific to any employer, location, area or region).

# 10. Notice: This is a Limited Policy - Read it Carefully

11. Notice: This is an ancillary health certificate. This certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

#### New Mexico:

- 1. Coverage terminates at age 26 for Dependent Child(ren) who are not handicapped or disabled.
- 2. Benefits paid on behalf of a Covered Person under this certificate shall be paid to the Human Services Department when:
  - a. the Human Services Department has paid or is paying benefits on behalf of the Covered Person under the state's Medicaid program pursuant to Title XIX of the federal Social Security Act, 42 U.S.C. 1396, et seq.; or
  - b. payment for the services in question has been made by the Human Services Department to the Medicaid provider; and
  - c. We are notified that the Covered Person receives benefits under the Medicaid program and that benefits must be paid directly to the Human Services Department.
- 3. If You are covered under a Non-ERISA policy issued outside of New Mexico with a certificate effective date of January 1, 2019 or later, these additional requirements apply to you:

#### Consumer Complaint Notice

If you are resident of New Mexico, your coverage will

- C. Physician means a person who is:
  - a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of healing art recognized by New Mexico law;
  - b. licensed to practice in the jurisdiction where care is being given;
  - c. operating within the scope of his or her license; and
  - d. not the Covered Person or a Family Member.

You have full freedom of choice in the selection of a Hospital for care or of a practitioner of the healing arts or optometrist, psychologist, podiatrist, physician assistant, certified nurse-midwife, registered lay midwife or registered nurse in expanded practice for the treatment of any Injury related to an Accident within the scope and limitations of his or her practice.

- D. If an unmarried child is age 26 or older and is:
  - a. incapable of self-sustaining employment because of an intellectual disability or physical handicap;
  - b. chiefly dependent on You for financial support;

and You have provided proof of his/her disability upon Our request, that child will continue to be a Dependent Child until these conditions cease to exist. We may request that proof of such incapacity and dependency is furnished to Us within 31 days of the child's attainment age 26 and subsequently as may be required by Us, but not more frequently than annually after the 2 year period following the child's attainment age of 26.

- E. Newborn and Newly Adopted Child Coverage:
  - If, while covered under the Policy, You:
    - a. have a newborn child;
    - b. adopt a child;
    - c. receive a stepchild; or
    - d. become the legal guardian of a child;

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

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

- a. enroll the new child prior to the expiration of the 31 days; and
- b. pay the additional required premium.
- F. We cannot require that You prove that Your child was born in wedlock, living with You, or claimed as a dependent on Your or Your Spouse's tax return in order for Your child to be eligible for Dependent coverage.
- G. After a Covered Person has been insured under the Policy for 2 years during his or her lifetime, no statement made by a Covered Person, except fraudulent misstatements, will be used to reduce or deny a claim beginning after the 2 year period.

#### New York:

1. NOTICE: The insurance evidenced by this certificate provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services.

IMPORTANT NOTICE — THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

#### North Carolina:

- Notice of Claim, as shown in the Claim Provisions section, should be sent to: The Hartford Supplemental Insurance Benefit Department P.O. Box 99906 Grapevine, TX 76099.
- 2. Payment of claim will occur immediately after Our receipt of due written Proof of Loss, regardless of what is stated in the Time of Payment of Claims, located in the Claim Provisions section of the certificate.
- 3. Proof of Loss, as shown in the Claim Provisions section, must be provided within 180 days from the date of loss.
- 4. Reference to fraud in Time Limit on Certain Defenses provision, located in the General Provisions section, is not applicable.

#### Oregon:

1. We cannot require that You prove that Your child was born in wedlock, living with You, or claimed as a

dependent on Your or Your Spouse's tax return in order for Your child be eligible for Dependent coverage, as shown in the Definitions section.

2. The Spouse definition will always include domestic partners, civil unions, and any other arrangement allowable by state law.

Rhode Island:

- 1. The Policy Interpretation provision, if shown in the General Provisions section, is not applicable.
- 2. The following continuation requirement applies to you:

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

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

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

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

South Dakota:

1. The definition of Physician will include a Family Member if such person is the only doctor in the area acting within the scope of practice.

Texas:

- 1. The Policy Interpretation provision, if shown in the General Provisions section of the Certificate, is not applicable.
- 2. NOTICE:

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Hartford Life and Accident Insurance Company To get information or file a complaint with your insurance company:

Call: Customer Service at 860-547-5000

Toll-free: 1-800-523-2233

Online: <u>https://www.thehartford.com/contact-the-hartford</u> Email: <u>GBD.Customerservice@hartfordlife.com</u> Mail: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

The Texas Department of Insurance To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Hartford Life and Accident Insurance Company Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: servicio al cliente al 860-547-5000

Teléfono gratuito: 1-800-523-2233

En línea: <u>https://www.thehartford.com/contact-the-hartford</u> Correo electrónico: <u>GBD.Customerservice@hartfordlife.com</u> Dirección postal: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

El Departamento de Seguros de Texas Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: <u>www.tdi.texas.gov</u> Correo electrónico: <u>ConsumerProtection@tdi.texas.gov</u> Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Virginia:

 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. Accident Benefits and Accidental Death and Dismemberment Benefits or covered expenses incurred because of an accidental injury shall be paid if the covered death occurs, or the covered services are incurred, within one year of the accident.

Wisconsin:

 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)

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

Will pay benefits according to the conditions of the Policy.

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

Policyholder:	Columbia Public Schools
Policy Number:	VAC-715191
Policy Issue State:	Missouri

READ THIS CERTIFICATE CAREFULLY.

Hartford Life and Accident Insurance Company has issued and delivered a group insurance policy to the Policyholder shown above. This Certificate describes Accident insurance provided to Covered Persons under the Policy issued to the Policyholder.

Signed for Hartford Life and Accident Insurance Company at Hartford, Connecticut.



Notice to Buyer: The Policy provides Accident-only coverage and it does not pay benefits for loss from sickness. Review Your Certificate carefully.

The Policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all med 0 1IhWJpens TjETq1 F2 10 Tf1 0 0 1 0 374.6 Tmm(med s all) TjE1 0 0 1 0 374.6 Tmmmo tal and fromndedBT/se5 IBThE

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#### BENEFIT SCHEDULE

Policy Effective Date: January 1, 2023

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

Waiting Period: None

Plan Type: Voluntary Accident

You are insured for either MID or HIGH (but not all), as currently elected by You and for which You have paid the required premium.

Accident Type: Off the Job Coverage

Disclosure of Services: In addition to the insurance coverage, We may offer non-insurance benefits and services to Active Employees.

#### VOLUNTARY ACCIDENT BENEFITS

VOLUNTARY ACCIDENT	BENEFITS	
	Benefit Amou	
Description of Benefit	MID	HIGH
Accident Follow-Up Benefit	\$100	\$150
Acupuncture Benefit	\$50	\$75
Ambulance (Air) Benefit	\$2,000	\$2,500
Ambulance (Ground) Benefit	\$750	\$1,000
Blood/Plasma/Platelet Benefit	\$300	\$400
Child Care Benefit	\$35 per day	\$50 per day
Maximum Daily Benefit	\$100 per day	\$100 per day
Chiropractic Care Benefit	\$50	\$75
Daily Hospital Confinement Benefit	\$400 per day	\$600 per day
Daily ICU Confinement Benefit	\$600 per day	\$800 per day
Diagnostic Exam Benefit	\$300 \$150	\$400 \$200
Emergency Dental Benefit (extraction)		\$200 \$600
Emergency Dental Benefit (crown) Emergency Room Benefit	\$450 \$200	\$600 \$250
Hospital Admission Benefit	\$1,500	\$2,000
Initial Physician Visit Benefit	\$1,300	\$2,000 \$150
Lodging Benefit	\$150 per day	\$175 per day
Medical Appliance Benefit	\$200	\$300
Physical Therapy Benefit	\$75 per day	\$100 per day
Rehabilitation Facility Benefit	\$300 per day	\$450 per day
Transportation Benefit	\$600 per trip	\$800 per trip
Urgent Care Benefit	\$150	\$200 \$200
X-Ray Benefit	\$150	\$200
Dislocations Benefit (open reduction)	<b>\$</b> 100	<b>\$</b> _00
<ul> <li>Hip</li> </ul>	\$8,000	\$12,000
<ul> <li>Knee (except patella)</li> </ul>	\$5,000	\$7,500
<ul> <li>Ankle - bone/bones of the foot (other</li> </ul>	\$5,000	\$7,500
than toes)	\$0,000	ψ1,000
	\$2,000	\$3,000
	\$2,000	\$3,000
< Lower jaw	\$2,000	\$3,000
<ul> <li>Shoulder (glenohumeral)</li> </ul>		
< Elbow	\$2,000	\$3,000
< Wrist	\$2,000	\$3,000
< Bone/bones of the hand (other than	\$1,500	\$2,000
fingers)	<b>\$</b> 4,000	<b>\$4</b> 500
< Collarbone (acromioclavicular and	\$1,000	\$1,500
separation)	<b>*</b> =00	<b>^</b>
< One toe or finger	\$500	\$750
Dislocations Benefit (closed reduction)	<b>A</b>	•••••
< Hip	\$4,000	\$6,000
< Knee (except patella)	\$2,500	\$3,750
Ankle - bone/bones of the foot (other	\$2,500	\$3,750
than toes)		
<ul> <li>Collarbone (sternoclavicular)</li> </ul>	\$1,000	\$1,500
< Lower jaw	\$1,000	\$1,500
< Shoulder (glenohumeral)	\$1,000	\$1,500
< Elbow	\$1,000	\$1,500
< Wrist	\$1,000	\$1,500
<ul> <li>Bone/bones of the hand (other than</li> </ul>	\$750	\$1,000
fingers)	•	÷ )
<ul> <li>Collarbone (acromioclavicular and</li> </ul>	\$500	\$750
separation)	+	÷. 50
< One toe or finger	\$250	\$375
Dislocations Benefit (incomplete)	All Plans: 25% of the Dislo	
	closed reducti	
Fractures Benefit (open reduction)		

Fractures Benefit (open reduction)

	Benefit Amount	
Description of Benefit	MID	HIGH
<ul> <li>Skull (except bones of face or nose)</li> </ul>		
<ul> <li>Depressed skull fracture</li> </ul>	\$10,000	\$12,000
<ul> <li>Simple non- depressed skull</li> </ul>		

Description of Benefit

- < Foot (except toes)
- < Ankle

DEFINITIONS

Accident

Confined Elsewhere means You are unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Covered Person means the Primary Insured and all Dependents.

Day Care or Day Care Program means a program of child care which:

- (a) is operated in a private home, school or other facility;
- (b) provides, and makes a charge for, the care of children; and
- (c) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located or, if licensing is not required, provides childcare on a daily basis for 12 months a year.

Day Care does not include care which is provided by a Family Member of the child receiving the care.

Dependent or Dependents means Your Dependent Child(ren) and/or Spouse covered by the Policy and this Certificate.

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

If an unmarried child is age 26 or older and is:

- (a) incapable of self-sustaining employment because of a mental or physical handicap;
- (b) chiefly dependent on You for financial support;

and You have provided proof of his/her disability upon Our request, that child will continue to be a Dependent Child for as long as these conditions exist. Proof of such incapacity and dependency must be furnished to Us by You at least thirty-one days after the Dependent Child(ren)'s attainment of the limiting age. We may require subsequent proof of the Dependent Child(ren)'s incapacity and dependency at reasonable intervals during the two years following the Dependent Child(ren)'s attainment of two-year period, We may require subsequent proof not more than once each year.

Dislocation means a completely separated joint.

- (a) open reduction of Dislocation means a surgical procedure.
- (b) closed reduction of Dislocation means a non-surgical procedure.

Dismemberment means the total and irrevocable loss of any of the losses referenced in the Benefit Schedule.

Emergency Room means a specified area within a Hospital that is designated for the emergency care of accidental injuries. This area must:

- (a) be staffed and equipped to handle trauma;
- (b) be supervised and provide treatment by Physicians; and
- (c) provide 24 hours a day service by registered graduate nurses (RNs).

Extended Care Facility means a place which:

- (a) is licensed by the state in which it is located;
- (b) provides nursing home care on an inpatient basis under the supervision of a Physician;
- (c) has nursing services provided by or under the supervision of a registered nurse (RN), licensed vocational nurse (LVN), or licensed practical nurse (LPN);
- (d) keeps a daily medical record of each patient; and
- (e) is either a freestanding facility or a ward, wing, or swing bed of a Hospital or other institution.

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

Follow-Up Treatment means consultation, care or se.34 Tm(ar)sm(f(e)f1 0 0 1 20v0 0 1 166.7 95.34 Tm(a) TjE7.84 a 1 0 0 0 1 1

Paralysis means an Injury to the brain or spinal cord that results in loss of use or loss of movement of multiple limbs (arms and/or legs).

Paraplegia means the complete and irreversible Paralysis of both legs.

Physician means a person who is:

- (a) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of healing art that We recognize or are required by law to recognize;
- (b) licensed to practice in the jurisdiction where care is being given;
- (c) operating within the scope of his or her license; and
- (d) not a Family Member.

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

Primary Insured refers to the Active Employee.

Quadriplegia means the complete and irreversible Paralysis of both arms and both legs.

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

- (a) non-payment of premium; or
- (b) termination of the group policy.

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

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

Rehabilitation Unit means an appropriately licensed facility that provides rehabilitation care services on an inpatient basis. Rehabilitation care services consist of the combined use of medical, social, educational and vocational services to enable patients disabled by accidental Injury to achieve the highest possible functional ability. Services are provided by or under the supervision of an organized staff of Physicians. The rehabilitation unit may be part of a Hospital or a freestanding facility.

A rehabilitation unit is not:

- (a) a nursing home;
- (b) an Extended Care Facility;
- (c) a skilled nursing facility;
- (d) a rest home or home for the aged;
- (e) a hospice care facility;
- (f) a place for alcoholics or drug addicts; or
- (g) an assisted living facility.

Second Degree Burn means a burn in which damage penetrates into some of the underlying layers of skin.

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

Spouse also includes any individual who is a partner to a civil union, a registered domestic partnership, or other relationship allowed by state law.

Third Degree Burn means a burn which extends to all layers of skin.

Urgent Care Facility means a facility or place other than a Physician's office, Hospital, or an Emergency Room that provides emergency or urgent care and treatment to injured people. Such facility may be a 24-hour clinic.

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

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

You or Your refers to the Primary Insured.

#### ELIGIBILITY AND EFFECTIVE DATES

Primary Insured's Eligibility for Coverage: You will become eligible for coverage on the latest of:

- (a) the Policy Effective Date; or
- (b) the date You become a member of an Eligible Class for Coverage.

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

- (a) the date You become insured for employee coverage; or
- (b) the date You acquire Your first Dependent.

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

Enrollment:

To enroll, You must:

- (a) complete and sign a group insurance enrollment form for Your coverage and Your Dependent's coverage within 31 days of the date You are eligible for coverage; and
- (b) deliver it to the Policyholder.

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

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

Primary Insured's Coverage Effective Date:

Your coverage will start on the later to occur of:

- (a) the first of the month on or next following the date You become eligible;
- (b) the Policy anniversary that coincides with or next follows the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period;
- (c) the first of the month on or next following the date You enroll, if You do so within 31 days from the date You are eligible.

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

Deferred Coverage Effective Date: Your Effective Date for Coverage will be delayed if You are not Actively at Work due

and has engaged in all the normal and customary activities of a person of like age and gender in good health, for at least 15 consecutive days.

Newlywed Coverage: If You marry while covered under the Policy, Your Spouse shall automatically become covered under the Policy for 31 days after the date of marriage. Benefits and amounts will be the minimum amount for those We are providing for Spouse coverage under the Policy at that time.

Coverage of Your Spouse will cease after 31 days from the date of marriage unless You:

- (a) request in writing that coverage for Your Spouse be continued; and
- (b) pay the additional required premium.

Newborn and Newly Adopted Child Coverage: If, while covered under the Policy, You:

- (a) have a newborn child; or
- (b) adopt or receive a stepchild;

the child will become covered under the Policy for 31 days after the date of birth or placement with You. Benefits and amounts will be the minimum amount for those We are providing for Dependent Child(ren) under the Policy at that time.

Coverage of the new child will cease after 31 days from the date of birth or financial dependence unless You:

- (a) request in writing that coverage for Your child be continued; and
- (b) pay the additional required premium.

#### TERMINATION OF INSURANCE

Termination of Primary Insured's Coverage: Your coverage will end on the earliest of the following:

- (a) the date the Policy terminates;
- (b) the last day of the month following the date You are no longer in a class eligible for coverage, or the Policy no longer covers Your class;
- (c) the date the required premium is due but not paid, subject to the individual grace period;
- (d) the last day of the month following the date You request We terminate Your coverage;
- (e) the last day of the month following the date the Policyholder terminates Your employment; or
- (f) the last day of the month following the date You are no longer Actively at Work;

unless continued in accordance with one of the Continu folloTmETbeoll

Chiropractic Care Benefit: We will pay the Chiropractic Care Benefit Amount shown in the Benefit Schedule if a Covered Person receives chiropractic treatment for an Injury sustained in an Accident. The chiropractor must be licensed if required in the state where care is provided. Chiropractic Care must begin within 30 days after the date of the Accident and be completed within one year of the date of Accident. No more than 10 Chiropractic Care Benefits are payable per Accident per Covered Person regardless of the number of chiropractic treatments received.

Daily Hospital Confinement Benefit: We will pay the Daily Hospital Confinement Benefit Amount shown in the Benefit Schedule for each day a Covered Person was Confined in a Hospital due to an Injury received in an Accident. Confinement must begin within 90 days of the Accident and last at least 20 hours. The Daily Hospital Confinement Benefit is subject to a lifetime maximum of 365 days per Covered Person. This maximum includes all days a Covered

Fractures Benefit (open reduction, closed reduction and Chip Fractures): We will pay the Fractures Benefit Amount shown in the Benefit Schedule for a Fracture sustained in an Accident. If a Covered Person sustains more than one Fracture due to the same Accident, we will pay the benefits for all Fractures to a maximum of two times the amount shown in the Benefit Schedule for the bone involved with the highest benefit amount.

If the Covered Person is diagnosed by a Physician as having a Chip Fracture, we will pay 25% of the benefit shown in the Benefit Schedule for a closed reduction of the bone.

If a Covered Person sustains a Fracture and a Dislocation due to the same Accident, we will pay both benefits. We will pay no more than two times the amount for the bone or joint involved which has the highest benefit amount.

The Fracture must be diagnosed by a Physician within 90 days of the Accident and must require open (surgical) reduction or closed (non-surgical) reduction by a Physician.

Abdominal/Thoracic Surgery Benefit: We will pay the Abdominal/Thoracic Surgery Benefit Amount shown in the Benefit Schedule if, as a result of an Injury sustained in an Accident, a Covered Person undergoes open abdominal or thoracic surgery to repair internal Injuries. The surgery must occur within 90 days of the Accident to repair Injury. Hernia repair is not covered under this benefit. Only one Abdominal/Thoracic Surgery Benefit is payable per Accident per Covered Person. Either the Abdominal/Thoracic Surgery Benefit or the Arthroscopic Surgery Benefit is payable for the same Accident if treatment occurs on the same date. The higher of the two benefits will be paid.

Arthroscopic Surgery Benefit: We will pay the Arthroscopic Surgery Benefit Amount shown in the Benefit Schedule if, as a result of Accident, a Covered Person undergoes arthroscopic surgery. The surgery must occur within 90 days of the Accident to repair an Injury sustained in the Accident. Hernia repair is not covered under this benefit. Only one Arthroscopic Surgery Benefit is payable per Accident per Covered Person. We will pay either the Arthroscopic Surgery Benefit or the greater of the following benefits for the same Accident:

- (a) Knee Cartilage Benefit;
- (b) Ruptured Disc Benefit;
- (c) Abdominal/Thoracic Surgery Benefit; or
- (d) Tendon/Ligament/Rotator Cuff Benefit.

Burn Benefit: We will pay the Burn Benefit Amount shown in the Benefit Schedule if, as a result of an Injury sustained in an Accident, a Covered Person sustains either:

- (a) Third Degree Burns covering at least 18 square inches of the Covered Person's body; or
- (b) Second Degree Burns covering at least 34% of the Covered Person's body.

The Covered Person must be treated by a Physician within 72 hours after the date of the Accident. Only one Burn Benefit is payable per Accident per Covered Person, however if burns are in multiple degrees, then the highest benefit will be paid.

Skin Graft Benefit: We will pay the Skin Graft Benefit Amount shown in the Benefit Schedule if, as a result of an Accident, a Covered Person receives a skin graft for a Third Degree Burn for which a benefit was received under the Burn Benefit. Only one Skin Graft Benefit is payable per Accident per Covered Person.

Concussion Benefit: We will pay the Concussion Benefit Amount shown in the Benefit Schedule if, as a result of an Accident, a Covered Person is diagnosed with a Concussion. The Concussion must be diagnosed or treated by a Physician within 72 hours of Accident. No more than 3 Concussions will be covered per year per Covered Person.

Eye Injury Benefit: We will pay the Eye Injury Benefit Amount shown in the Benefit Schedule if a Covered Person sustains an Injury sustained in an Accident to the eye. The Injury must require surgery or removal of a foreign object by a Physician within 90 days of the Accident. Only one Eye Injury Benefit is payable per Accident per Covered Person.

Hernia Benefit: We will pay the Hernia Benefit Amount shown in the Benefit Schedule if, as a result of an Accident, a Covered Person sustains a hernia. The hernia must be diagnosed by a Physician within 30 days of the Accident and must be repaired by surgery within one year from the date of the Accident.

Joint Replacement Benefit: We will pay the Joint Replacement Benefit Amount shown in the Benefit Schedule if, as a result of an Accident, a Covered Person sustains an Injury requiring a knee, hip or shoulder joint replacement. The joint replacement must be diagnosed within 90 days of the Accident and surgery must occur within one year of the Accident. Only one Joint Replacement Benefit is payable per Accident per Covered Person.

Knee Cartilage Benefit: We will pay the Knee Cartilage (with repair or without repair) Benefit Amount shown in the Benefit Schedule if, as a result of an Accident, a Covered Person sustains a torn knee cartilage (meniscus). Treatment must be first provided by a Physician within 60 days of the Accident. If surgery is required, the Covered Person must undergo surgery within 12 month(s) of the Accident. Only one Knee Cartilage Benefit is payable per Accident per Covered Person. Either the Knee Cartilage Benefit or the Arthroscopic Surgery Benefit is payable for the same Accident if treatment occurs on the same date. The higher of the two benefits will be paid.

Lacerations Benefit: We will pay the Lacerations Benefit Amount shown in the Benefit Schedule if, as a result of an Accident, a Covered Person sustains a Laceration.

The prosthetic device/artificial limb or eye must be received within one year after the date of the Accident. This benefit is not payable for joint replacement such as an artificial hip or knee. Only one Prosthesis Benefit is payable per Accident per Covered Person.

#### **EXCLUSIONS**

Exclusions: No benefits are payable under this Certificate for an Injury that results from or is caused by:

- (a) a Suicide or attempted suicide, while sane, or intentionally self-inflicted Injury while sane;
- (b) war or act of war, whether declared or undeclared;
- (c) a nuclear, chemical, biological, or radiological event;
- (d) the Covered Person's participation in a felony, riot or insurrection;
- (e) the Covered Person's service in the armed forces or units auxiliary to it;
- (f) the Covered Person's taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- (g) a Covered Person's sickness or bacterial infection;
- (h) a Covered Person's participation in bungee jumping or hang gliding;
- (i) a Covered Person's participation or competition in semi-professional or professional sports;
- (j) cosmetic surgery or any other elective procedure that is not medically necessary;
- (k) a Covered Person being intoxicated as defined by the jurisdiction in which the cause of loss was incurred;
- (I) while the Covered Person is on any aircraft:
  - 1) as a pilot, crewmember or student pilot;
  - 2) as a flight instructor or examiner;
  - 3) if it is owned, operated or leased by or on behalf of the Policyholder, or any employer or organization whose eligible persons are covered under the Policy;
  - 4) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- (m) operating, learning to operate, serving as a crew member of or jumping or falling from any aircraft. Aircraft includes those which are not motor-driven. This exclusion does not apply where the Covered Person is riding as a fare-paying passenger on a regularly scheduled commercial airline or as a passenger for transportation only and not as a pilot or crew member; or
- (n) riding in or driving any motor-driven vehicle in a race, stunt show or speed test.

#### CLAIM PROVISIONS

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

Claim Forms: When We receive written Notice of Claim, We will send claim forms. If the claimant does not receive the forms within 15 days after written notice of claim is sent, the claimant shall be deemed to have complied with the requirements of filing Proof of Loss if the written claim covering the occurrence, character, and extent of the loss for which claim is made is submitted 90 days after the date of the loss.

Proof of Loss: The claimant must send Us written Proof of Loss at Our Home Office. This proof must be provided within 90 days after the date of the loss. If it is not reasonably possible to give proof in this time, proof must be provided as soon as reasonably possible.

Electing Portability: You may elect Portability if Your Accident insurance ends due to a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your coverage ends due to Your own Qualifying Event. The Policy must still be in force for Portability to be available.

Your Spouse may elect Portability for him/her and Your Dependent Child(ren) if Your coverage under the Policy ends due to Your death or divorce, if Your Spouse is under age 80 at the time of the Qualifying Event.

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

- (a) complete a portability application; and
- (b) submit the application to Us, with the required premium.

This must be received within 31 days after accident insurance terminates. However, Portability requests will not be accepted if they are received more than 91 days after accident insurance terminates.

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

- (a) issued without evidence of insurability;
- (b) issued on one of the forms then being issued by Us for Portability; and
- (c) effective on the day following the date Your or Your Spouse's coverage ends, such that there is no interruption in coverage between the Policy and the portability policy.

Limitations On Portability: You may elect to continue 100% of each Covered Person's amount of insurance in force under the Policy on the date Your insurance terminates.

Your Spouse may apply for portable insurance in an amount up to 100% of the amount of Spouse Insurance and Dependent Child(ren) Insurance in force under the Policy on the date of Your death or divorce.

Your Spouse may not apply for portable insurance for a Dependent Child whose insurance has not terminated under the Policy due to divorce.

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

#### GENERAL PROVISIONS

Entire Contract Changes: The Policy, the Application(s), this Certificate, any individual enrollment forms, riders, endorsements and any other attached papers make up the entire contract of insurance between the Policyholder and Us.

No change in the Policy or this Certificate will be valid until approved by an officer of Ours. The approval must be in writing and must be attached to or noted on the Policy. In the event of the death or incapacity of the Covered Person, no beneficiary or personal representative of the Covered Person has authority to change the Policy or this Certificate or to waive any provisions.

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

Time Limit on Certain Defenses: After a Covered Person has been insured under the Policy for 2 years during his or her lifetime, no statement made by a Covered Person, except fraudulent misstatements, will be used to reduce or deny a claim beginning after the 2 year period.

Legal Actions: No legal action may start:

- (a) until 60 days after Proof of Loss has been given;
- (b) more than 3 years after the time Proof of Loss is required to be given.

Change of 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 Policyholder. Only satisfactory forms sent to the Policyholder prior to Your death will be accepted.

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 Policyholder.

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

Misstatement of Age: If the age of any Covered Person has been misstated, all amounts payable shall be such as the premium paid would have purchased at the correct age.

Insurance Fraud:

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

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

- (a) the right to make any contributions required to keep the insurance in force;
- (b) the right to convert; and
- (c) the right to name and change a beneficiary.

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

- (a) it is duly executed; and
- (b) a copy is acknowledged and on file with Us.
- We and the Policyholder assume no responsibility:
  - (a) for the validity or effect of any assignment; or
- (b) 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.

Unpaid Premium: Upon the payment of a claim, any premium then due and unpaid may be deducted from the claim

8. The following Beneficiary Designation provision shall be included in the Claim Provisions section of Your Certificate:

Beneficiary Designation: In the event of Your death, You should designate one or more beneficiaries to receive any benefits under the Policy that are unpaid at the time of Your death. Beneficiary records will be kept by the Policyholder, plan administrator or the office/system where beneficiary records for the Policy are kept. The most current beneficiary designation in effect under a Prior Policy will be accepted as a beneficiary designation under the Policy until changed (if applicable).

#### APPENDIX ONE NOTICE OF PROTECTION PROVIDED BY MISSOURI LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a *brief summary* of the Missouri Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Missouri law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Missouri law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The basic protections provided by the Association are as follows:

- Life Insurance
- \$300,000 in death benefits, but not more than \$100,000 in net cash surrender and net cash withdrawal values
- Health Insurance
- \$500,000 for health benefit plans
- \$300,000 in disability insurance benefits
- \$300,000 in long-term care insurance benefits
- \$100,000 in other types of health insurance benefits
- Annuities

• \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values. The maximum amount of protection for each individual, regardless of the number of policies or contracts, is as follows:

- \$300,000 in aggregate for all types of coverage listed above, with the exception health benefit plans
- \$500,000 in aggregate for health benefit plans

(please turn to next page)

• \$5,000,000 to one policy owner of multiple nongroup policies of life insurance, whether the policy owner is an individual, firm, corporation, or other person, and whether the persons insured are officers, managers, employees, or other persons

"Health benefit plan" is defined in section 376.718, RSMo.

*Note: Certain policies and contracts may not be covered or fully covered.* For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Missouri law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the basic life insurance policy or annuity contract to which it relates.