HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY ACCIDENT ONLY COVERAGE OUTLINE OF COVERAGE

Read Your Certificate Carefully. This outline of coverage provides a very brief description of some important features of your certificate. The certificate itself must be consulted for important details of the coverage provided. Please see the Table of Contents in the front of your Certificate for the location of the sections and provisions referred to in this outline.

- (1) <u>Accident Only Coverage</u>. This category of coverage is designed to provide, to persons insured, benefits for certain losses resulting from a covered accident ONLY, subject to any limitations set forth in the policy. Benefits are not provided for basic hospital, basic medical-surgical, or major-medical expenses.
- (2) <u>Benefits.</u> The benefits provided by your coverage are indicated in the Schedule of Insurance in your Certificate. Benefit provisions are described in the Benefits section of your Certificate.
- (3) Exceptions, Reductions, and Limitations. No benefits are provided for any loss resulting from sickness. Other exceptions, reductions and limitations to your coverage are described in the Schedule of Insurance and in the Benefits section of your Certificate. In addition, exclusions and limitations, including any limitations for pre-existing conditions, are described in the Exclusions section of your Certificate.
- (4) <u>Continuation of Coverage</u>. Please see the provisions relating to eligibility for coverage in the Schedule of Insurance, and to continuation and termination of coverage in the Termination provision of the Benefits section of your Certificate.
- (5) <u>Premiums/Contributions.</u> The premium or contribution required for your coverage is shown in the Schedule of Insurance in your Certificate. Your premiums or contributions may increase or decrease as indicated in the Schedule of Insurance in your Certificate.

Accident Only OOC (CA)

HPP 3 (02-03) GBD-ADD-S08199



Certificate of Insurance HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY Hartford, Connecticut

Policyholder: Marin Community College District dba College of Marin

Policy Number: SR-ADD-S08199 **Policy Effective Date:** October 1, 2015

We have issued a policy to the Policyholder. Our name, the Policyholder name and the Policy Number are shown above. The provisions of the policy which are important to you are summarized in this Certificate; consisting of this Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to you earlier for the policy. The policy alone is the only contract under which payment will be made. Any difference between the policy and this Certificate will be settled according to the provisions of the policy.

Richard G. Costello, Secretary

Thomas M. Marra, President

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SCHEDULE

Eligible Persons:

All Active, Full-time Employees who are citizens or legal residents of the United States, its territories and protectorates, excluding temporary, leased or seasonal employees.

Waiting Period: If the Eligible Person is working for the Employer prior to the Policy Effective Date and was covered under the prior plan, he or she is eligible for coverage on the first day of the month coincident with or next following 90 days he or she enters an eligible class. If the Eligible Person starts working for the Employer after the Policy Effective Date, he or she is eligible for coverage on the first day of the month coincident with or next following 90 days after his or her date of hire.

Full-time Employee means a person who:

- a) is regularly employed by the Policyholder in the usual course of their business; and
- b) works at least 30 hours per work week.

Principal Sum

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

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

Principal Sum Amount:

Minimum Amount: \$10,000 Maximum Amount: \$500,000 Increments of: \$10,000

The Principal Sum requested may not exceed 10 times the Insured Person's annual earnings or the Maximum Amount shown above.

Salary means your base annual salary on the date of the accident; excluding overtime pay, bonuses, commissions and any other type of incentives.

Accidental Death and Dismemberment Reduction on and after Age 65: On the Premium Due Date on or next following the Insured Person's attainment of ages 65 and 70, his or her amount of Principal Sum will reduce. The Amount of AD&D Insurance in force immediately prior to the first reduction made according to the table below will be reduced by the percentage indicated in the following table.

Additionally, if:

- 1. the Insured Person becomes insured under the Policy; or
- 2. his or her coverage increases,

on or after the date he or she attains age 65, we reduce the amount of coverage for which he or she would otherwise be eligible in the same manner.

Insured Person's	Percentage by which	
Age	original amount of	
	coverage will be	
	reduced	
Age 65 – 69	35%	
Age 70 or over	50%	

Reduced amounts will be rounded to the next higher multiple of \$500, if not already such a multiple.

Eligible Dependents: Eligible Person's Spouse and Child(ren)

Policy Age Limit: Spouse - 70

Principal Sum for Each of Your Eligible Dependents (Please see Accidental Death and Dismemberment Benefit)

Seat Belt and Air Bag Coverage

Seat Belt Benefit Amount: 10% of Principal Sum to a maximum amount of \$10,000 Air Bag Benefit Amount: 5% of Principal Sum to a maximum amount of \$5,000

Repatriation Benefit

Percentage of Principal Sum: 10% Maximum Amount: \$5,000

DEFINITIONS

We, us or our means the insurance company named on the face page.

You, your or Insured Person means an Eligible Person while he or she is covered under the policy.

Covered Person means you, or your Eligible Dependent while you, he or she is covered under the policy.

Injury means bodily injury resulting directly and independently of all other causes from an accident which occurs while the Covered Person is covered under the policy. Loss resulting from:

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

is not considered as resulting from Injury.

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

Civil or Public Aircraft means an aircraft which:

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

Airworthiness Certificate means:

- a) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration; or
- b) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

Military Transport Aircraft means a transport aircraft operated by:

- a) the United States Air Mobility Command (AMC); or
- b) a national military air transport service of any country.

Written Request means any form provided by us for the particular request.

INSURED PERSONS PERIOD OF COVERAGE

Effective Date: Your coverage becomes effective on the later of:

- 1. the Policy Effective Date;
- 2. the first day of the month on or next following the date You become eligible, if You enroll or have enrolled by then;
- 3. the first day of the month on or next following the date on which You enroll, if You do so within 31 days after the date You are eligible;
- 4. the first day of January following the Annual Enrollment Period if You enroll during an Annual Enrollment Period; or
- 5. the first day of the month on or next following the date of a Change in Family Status.

If You are absent from work due to a physical or mental condition on the date Your insurance, an increase in coverage, or a new benefit added to the Policy would otherwise become effective, the effective date of Your insurance, any increase in insurance, or the additional benefit will be deferred until the date You return to work as an Active Full-time Employee.

If You do not enroll when first eligible to do so, You may not enroll until:

- 1. an Annual Enrollment Period; or
- 2. You have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period or within 31 days of the Change in Family Status.

The Annual Enrollment Period is determined by the Employer on a yearly basis.

A Change in Family Status means:

- 1. Your marriage, or entrance into a domestic partnership, or the birth or adoption of a child, or becoming the legal guardian of a child:
- 2.the death of or a divorce from Your spouse or dissolution of a domestic partnership;
- 3.the death of or emancipation of a child;
- 4. Your spouse's loss of employment which results in a loss of group insurance;

5.change in classification from Part-time to Full-time or from Full-time to Part-time.

Termination: Unless continued in accordance with the exceptions to Termination section, Your coverage terminates on the earlier of:

- 1. the date this policy terminates;
- 2. the last day of the period for which You made any required premium contribution, if You failed to make any further required contribution;
- 3. the end of the month in which You are no longer in a class eligible for coverage;
- 4. the end of the month in which Your Employer terminates Your employment;

the end of the month in which You are absent from work as an Active Full-time Employee.

Exceptions to Termination

Under what conditions can Your insurance be continued under the continuation provisions?

If You are absent from work as an Active Employee, Your insurance may be continued up to the maximum period of time stated. In each instance, such continuation shall be at the Employer's option, but must be according to a plan which applies to all employees in the same way. Continued coverage:

- 1. is subject to any reductions in the Policy;
- 2. is subject to payment of premium by the Employer; and
- 3. terminated when the Policy terminated.

If You are on a documented leave of absence, other than Family or Medical Leave, all of Your coverage (including Dependent AD&D coverage) may be continued for 1 consecutive months following the date on which the leave of absence commenced or the first to occur of:

- 1. the date the Group Insurance Policy terminates;
- 2. the date premium is due for You but not paid by the Employer; or
- 3. the last day of the period for which You made any required premium contribution, if You fail to make any further required contribution.

If You are laid off due to lack of work, all of Your coverage (including Dependent AD&D coverage) may be continued for 1 consecutive months following the date the layoff commenced or the first to occur of:

- 1. the date the Group Insurance Policy terminates;
- 2. the date premium is due for You but not paid by the Employer; or
- 3. the last day of the period for which You made any required premium contribution, if You fail to make any further required contribution.

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993 or Military Leave, all of Your coverage (including Dependent AD&D coverage) may be continued for up to 12 weeks, or longer if required by state law, following the date Your insurance would have terminated, subject to the following:

- 1. the leave authorization must be in writing;
- 2. the required premium for You must be paid;
- 3. Your benefit level will be that which was in effect on the day before said leave started, subject to any reduction included in the Policy; and
- 4. continued coverage will cease immediately if one of the following events should occur:
 - a) the leave terminated prior to the agreed upon date;
 - b) the Policy terminated;
 - c) You or the Policyholder fail to pay premium when due; or
 - d) the Policy no longer insures Your class.

In all other respects, the terms of Your insurance remains unchanged.

Request For Change In Coverage: If You give us a Written or Electronic Request for a change in Your coverage, and if You:

- 1. are not eligible for the coverage requested, the change will not become effective;
- 2. are eligible for the coverage requested, the change will become effective on the first of January following the date we receive the request; or

the date the Change in Family Status occurred, provided We were notified within 31 days of the change.

Eligibility: Eligible Dependents are defined in the Schedule. In any event, an Insured Person is not an Eligible Dependent.

Spouse means the Eligible Person's spouse unless:

- a) the Eligible Person and spouse are legally separated or divorced; or
- b) the spouse has attained the Policy Age Limit, if any, shown in the Schedule.

The term "spouse" used in this policy will include, with respect to California residents only, an individual who is in a registered domestic partnership with the Eligible Person in accordance with California law. Reference to an Eligible Person's marriage or divorce shall include his or her registered domestic partnership or dissolution of his or her registered domestic partnership.

<u>Child</u> or <u>Children</u> means the Eligible Person's, Eligible Spouse's, or Domestic Partner's child, stepchild, legally adopted child or foster child who is less than age 26.

Effective Date: Each Eligible Dependent will become covered under the policy on the later of:

- a) the date the Eligible Person becomes an Insured Person; or
- b) the date the person qualifies as an Eligible Dependent.

Termination: Coverage of each Eligible Dependent terminates on the Premium Due Date on or next following the earliest of:

- a) the date the Eligible Person ceases to be an Insured Person; or
- b) the date he or she ceases to qualify as an Eligible Dependent.

Incapacitated Child

Coverage of a child who, on the date he or she reaches age 26 is:

- a) covered under the policy;
- b) mentally or physically incapable of earning his or her own living; and
- c) primarily dependent on the Insured Person for support and maintenance;

will not terminate solely due to age. But the Insured Person must give us written notice of the incapacity within 31 days of the termination date.

Coverage will continue as long as:

- a) the incapacity continues; and
- b) the required premium is paid.

We may, from time to time, require proof of continued incapacity and dependency. After the first two years, we cannot require proof more than once each year.

EXCLUSIONS

The policy does not cover any loss resulting from:

- 1. intentionally self-inflicted Injury, suicide or attempted suicide, whether sane or insane;
- 2. war or act of war, whether declared or undeclared;
- 3. Injury sustained while full-time in the armed forces of any country or international authority;
- 4. Injury sustained while riding On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 5. Injury sustained while riding On any aircraft:
 - a) as a pilot, crewmember or student pilot;
 - b) as a flight instructor or examiner; or
 - c) 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;
- 6. Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
- 7. Injury sustained while committing or attempting to commit a felony;
- 8. Injury sustained as a result of being legally intoxicated from the use of alcohol.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If a Covered Person's Injury results in any of the following losses within 365 days after the date of accident, we will pay the sum shown opposite the loss. We will not pay more than the Principal Sum for all losses due to the same accident. Your amount of the Principal Sum is determined in the Enrollment Form on file with the Policyholder. The amount of Principal Sum for each of your Covered Dependents is shown below as a percent of your Principal Sum.

You with:*	Spouse	Each Child
Spouse only	50%	0%
Spouse & Children	40	10
Children only	0	15
*As determined on the	date of acc	cident.

For Loss of:
Life
Both Hands or Both Feet
or Sight of Both EyesThe Principal Sum
One Hand and One Foot
Speech and Hearing
Either Hand or Foot
and Sight of One EyeThe Principal Sum
Movement of Both Upper
and Lower Limbs
(Quadriplegia)The Principal Sum
Movement of Both
Lower Limbs (Paraplegia)Three-Quarters The Principal Sum
Movement of Both Upper
and Lower Limbs of
One Side of Body (Hemiplegia)One-Half The Principal Sum
Either Hand or FootOne-Half The Principal Sum
Sight of One EyeOne-Half The Principal Sum
Speech or HearingOne-Half The Principal Sum
Thumb and Index
Finger of Either Hand One-Quarter The Principal Sum

Loss means with regard to:

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

EXPOSURE

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

- a) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which the Covered Person was an occupant at the time of the accident; and
- b) the policy would have covered Injury resulting from the accident.

DISAPPEARANCE

A Covered Person will be presumed to have suffered loss of life if:

- a) his or her body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- b) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- c) the policy would have covered Injury resulting from the accident.

SEAT BELT AND AIR BAG COVERAGE

If a Covered Person's Injury results in a covered Loss under the Accidental Death and Dismemberment Benefit while:

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

an Automobile and at the time of the accident, he or she was properly wearing a Seat Belt as verified on the police report, then the amount of the Principal Sum will be increased by a Percentage of the Principal Sum to a Maximum Amount.

If the above Seat Belt Benefit is payable, We will pay an additional Percentage of the Principal Sum to a Maximum Amount as an Air Bag Benefit if:

- a) the Covered Person was positioned in a seat that was equipped with a factory-installed Air Bag;
- b) the Covered Person was properly strapped in the Seat Belt when the Air Bag inflated; and
- c) the police report establishes that the Air Bag inflated properly upon impact.

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

Automobile means a duly registered, four-wheeled, private passenger: car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern.

Seat Belt means:

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

The Percentage of Principal Sum and Maximum Amount for the Seat Belt Benefit and the Air Bag Benefit are shown in the Schedule.

Exclusions: This Seat Belt Coverage does not cover any loss if the Covered Person:

- a) is under the influence of any intoxicant, excitant, hallucinogen, or any narcotic or other drug, or similar substance as verified in the police accident report (unless administered under the advice of a physician); and
- b) is operating the Automobile.

REPATRIATION BENEFIT

If a Covered Person's Injury results in loss of life payable under the policy within 365 days after the date of accident, we will pay the lesser of:

- a) the expense incurred for:
 - 1) preparation of the deceased's body for burial or cremation; and
 - 2) transportation of the deceased's body to the place of burial or cremation;
- b) a Percentage of the Covered Person's Principal Sum; or
- c) the Maximum Amount; provided that the Covered Person's death occurred outside the territorial limits of the state or country of your place of permanent residence.

Your amount of Principal Sum is determined in the Enrollment Form on file with the Policyholder. Your Covered Dependents amount of Principal Sum is shown in the Accidental Death and Dismemberment section as a percentage of your Principal Sum. The Percentage of Principal Sum and Maximum Amount are shown in the Schedule.

CLAIMS

Notice of Claim: The person who has the right to claim benefits (the claimant or beneficiary) must give us written notice of a claim within 20 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice should include your name and the policy number. Send it to our office in Hartford, Connecticut, or give it to our agent.

Claim Forms: When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim.

If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

Proof of Loss: Proof of loss must be sent to us in writing within 90 days after:

- a) the end of a period of our liability for periodic payment claims; or
- b) the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

Time of Claim Payment: We will pay any daily, weekly or monthly benefit due:

- a) on a monthly basis, after we receive the proof of loss, while the loss and our liability continue; or
- b) immediately after we receive the proof of loss following the end of our liability.

We will pay any other benefit due immediately after we receive the proof of loss.

Payment of Claims: We will pay any benefit due for loss of life:

- a) according to the beneficiary designation in effect under the policy at the time of death; or
- b) if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at time of death; otherwise
- c) to your estate.

All other benefits due and not assigned will be paid to you, if living. Otherwise, the benefits may, at our option, be paid:

- a) according to the beneficiary designation; or
- b) to your estate.

If a benefit due is payable to:

- a) your estate; or
- b) you or a beneficiary who is either a minor or not competent to give a valid release for the payment; we may pay up to \$1,000 of the benefit due to some other person.

The other person will be someone related to you or the beneficiary by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

Appealing Denial of Claims: If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to you. The written decision will:

- a) give the specific reason or reasons for denial;
- b) make specific reference to the policy provision on which the denial is based;
- c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
- d) provide an explanation of the review procedure.

On any denied claim, you or your representative may appeal to us for a full and fair review. The claimant may:

- a) request a review upon written application within 60 days of the receipt of claim denial;
- b) review pertinent documents;
- c) submit issues and comments in writing.

We will make a decision no more than 60 days after the receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after we receive the request for review. The written decision will include specific reasons on which the decision is based.

Physical Examinations and Autopsy: While a claim is pending we have the right at our expense:

- a) to have the person who has a loss examined by a physician when and as often as we feel is necessary; and
- b) to make an autopsy in case of death where it is not forbidden by law.

Legal Actions: You cannot take legal action against us:

- a) before 60 days following the date proof of loss is sent to us;
- b) after 3 years following the date proof of loss is due.

Naming a Beneficiary: You may name a beneficiary or change a revocably named beneficiary by giving your Written Request to the Policyholder. Your request takes effect on the date you execute it, regardless of whether you are living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment we made in good faith before the Policyholder received your request.

Assignment: We will recognize any assignment you make under the policy, provided:

- a) it is duly executed; and
- b) a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.