

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Hartford Plaza
Hartford, Connecticut
(A stock insurance company)



Will pay benefits according to the conditions of this policy.

Policyholder Name: Marin Community College District

Policyholder Address: 835 College Avenue
Kentfield, CA 94904

Policy Number: ETB-146131

Place of Delivery: Kentfield, CA

Policy Effective Date: October 1, 2015

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Signed for the Company

Terence Shields, Secretary

Michael Concannon, Executive Vice President

SCHEDULE

ELIGIBLE PERSONS

<u>Class</u>	<u>Description</u>
1	All active employees who are either enrolled in the Long Term Disability Plan or who are on an approved sabbatical, excluding those employees represented by CSEA and SEIU domiciled in the US.

Truck Drivers, chauffeurs and delivery persons are not Eligible Persons regardless of whether they otherwise qualify under one or more of the above Class Descriptions.

Form 7679 B6

BENEFIT DESCRIPTION:

ADD means Accidental Death and Dismemberment Benefit

Loss Period: 365 days

For residents of Pennsylvania, the 365 days loss period is not applicable for loss of life only.

REHAB means Rehabilitation Benefit.

Loss Period: 365 days

SBLTAB means Seat Belt and Airbag Benefit.

COMA means Coma Benefit.

Waiting Period: 30 days

THERP means Therapeutic Counseling Benefit.

AHV means Adaptive Home and Vehicle Benefit.

BCB means Bereavement Counseling Benefit.

HAZARDS, BENEFITS, AND AMOUNTS

Class	Hazard	Benefit	Amount
1	C-28, C-46D	ADD	\$250,000
		AHV	10% of Principal Sum to a Maximum of \$25,000.
		BCB	See Benefit Page
		COMA	See ADD amount
		REHAB	10% of Principal Sum to a Maximum of \$25,000.
		SBLTAB	
		SBLT	10% of Principal Sum to a Maximum of \$25,000
	C-12B, C-55B	AB	5% of Principal Sum to a Maximum of \$10,000
		THERP	10% of Principal Sum to a Maximum of \$25,000.
		ADD	\$125,000 – Spouse \$37,500 – Each Child
		AHV	10% of Principal Sum to a Maximum of \$25,000.
		BCB	See Benefit Page
		COMA	See ADD amount
		REHAB	10% of Principal Sum to a Maximum of \$25,000.
SBLTAB	SBLT	10% of Principal Sum to a Maximum of \$25,000	
	AB	5% of Principal Sum to a Maximum of \$10,000	

If an Insured Person is covered under more than one Hazard or Class on the date of accident, he or she will be considered to be covered under the one Hazard or Class with the largest Benefit Amount.

Accidental Death and Dismemberment Reduction on and after Age 70: On the date of the Insured Person's attainment of ages 70, 75, 80, and 85, the Insured Person's amount of Principal Sum will reduce. The reduced amount will be determined by multiplying the Amount of Principal Sum shown in the Schedule and applicable to the Insured Person by the percentage shown below for his or her attained age:

Insured Person's Age:	Percentage of Principal Sum:
Age 70 – 74	65%
Age 75 – 79	45%
Age 80 – 84	30%
Age 85 or over	15%

Insured Persons age 70 or over will not be eligible for a Principal Sum Amount that is more than the Percentage of Principal Sum shown above for his or her attained age.

AGGREGATE LIMITATION:

Hazard:	Aggregate Amount:
All	\$1,250,000

\$1,250,000 shall be the total limit of the Company's liability for all benefits payable under this policy because of injury sustained due to any one accident.

Form 7679 B7

POLICY PREMIUMS:

Premium Not Subject To Audit:	\$35,268
Premium Subject To Audit:	\$ <u>0</u>
Total Premium For Policy Period:	\$35,268

Total Premium Payable in installments:

\$11,756 payable on the Effective Date and the 1st day of each 12th month thereafter, excluding the Expiration Date.

Form 7679 B8

CONTRACT PROVISIONS

Entire Contract: The entire contract between the Policyholder and us consists of this policy, any individual applications, and any papers made a part of this policy at issue.

Changes: No agent has authority to change or waive any part of this policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of this policy.

Interpretation of Policy Terms and Conditions: We have full discretion and authority to determine eligibility for the benefits and to construe and interpret all terms and provisions of this policy.

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

Certificates: We will give certificates to:

- a) the Policyholder; or
 - b) any other person according to a mutual agreement among the other person, the Policyholder and us;
- for delivery to Insured Persons.

The certificates will state the features of this policy which are important to Insured Persons.

Conformity with State Statutes: On the Policy Effective Date, any part of the policy which is in conflict with a statute of the state in which the policy is:

- a) delivered; or
- b) issued for delivery;

is hereby amended to agree with the statute's minimum requirements.

Data Furnished by Policyholder: The Policyholder will, upon our request, give us:

- a) the names of all persons initially eligible;
- b) the names of all additional persons who become eligible;
- c) the names of all persons whose amount of Principal Sum is to be changed;
- d) the names of all persons whose insurance is canceled; and
- e) any data necessary to calculate premiums.

The Policyholder's failure to report a person's termination of insurance does not continue the coverage beyond the date of termination.

The Policyholder, with our approval, may keep the important insurance records on all Insured Persons. The Policyholder must give us information, when and in the manner we ask, to administer the insurance provided by this policy.

The Policyholder's insurance records will be open for our inspection at any reasonable time.

Form 7679 D4

CONTRACT PROVISIONS (Continued)

Cancellation: This policy may be cancelled at any time by written notice mailed or delivered by us to the Policyholder or by the Policyholder to us. If we cancel, we will mail or deliver the notice to the Policyholder at its last address shown in our records.

If we cancel, it becomes effective on the later of:

- a) the date stated in the notice; or
- b) the 31st day after we mail or deliver the notice.

If the Policyholder cancels, it becomes effective on the later of:

- a) the date we receive the notice; or
- b) the date stated in the notice.

In either event:

- a) we will promptly return any unearned premium paid; or
- b) the Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis.

Cancellation will not affect any claim for loss due to an accident which occurs before the effective date of the cancellation.

Not in Lieu of Workers' Compensation: This policy does not satisfy any requirement for workers' compensation insurance.

Form 7679 D4 (CONT.)

CONTRACT PROVISIONS (Continued)

Policy Period: This Policy becomes effective on the Policy Effective Date and continues in force to the end of the period for which premium was paid unless cancelled at an earlier date. This Policy terminates on the earlier of:

- a) the Policy Expiration Date unless continued in force in accordance with the Renewal Provision; or
- b) the last day of the period for which premium has been paid subject to the Grace Period.

The Policy Effective Date and Policy Expiration Date are shown:

- a) on page 1 for the original Policy Period; and
- b) in a Renewal Rider for any Renewal Policy Period.

Renewal: We will send the Policyholder a notice of policy renewal. The Policy will be renewed if the Policyholder signs and returns the notice prior to the current Expiration Date. If the Policyholder does not receive the notice, the policy may be renewed if we receive a written request from the Policyholder and a deposit renewal premium of \$350 on or before the current Expiration Date. Once we have received the deposit renewal premium, we will request information from the Policyholder necessary to calculate the actual renewal premium and either return any excess premium or bill the Policyholder for the remaining unpaid renewal premium.

However, in no event will this policy be renewed if:

- a) we have refused to renew this policy on or before the current Expiration Date;
- b) this policy has been cancelled on or before the current Expiration Date; and
- c) the Policyholder does not give us, in advance of the current Expiration Date, the information we request.

Premium Due Dates: Each Premium is due in advance of the date the Schedule states that it is payable. If the Schedule shows an amount for Premium Subject To Audit, the earned premium will be calculated for each date on which the Policyholder is required to furnish data for determining Units of Exposure. If the earned Premium:

- a) is greater than the premium paid, the additional premium is payable on the date we notify the Policyholder of the amount;
- b) is less than the premium paid, we will promptly return the unearned portion of the premium paid.

Grace Period: A Grace Period of 31 days is allowed for payment of each premium due after the initial premium, unless this policy is cancelled on or before the due date. If the Policyholder has returned the notice of renewal prior to the Policy Expiration Date, a Grace Period of 31 days from the Policy Expiration Date is allowed for payment of the renewal premium. This policy will continue in force during the Grace Period. The Policyholder is liable to us for the payment of Premium accruing for the period this policy continues in force.

Payment: Premiums are to be paid to us by the Policyholder. However, they may be paid to us by any other person according to a mutual agreement among the other person, the Policyholder and us.

Change of Premiums: We have the right to change the rate at which Premiums will be calculated for each Policy Period.

Form 7679 D2 (Rev.-1)

DEFINITIONS

Each term listed, when used in this policy, has the following meaning:

We, us, or our means the insurance company named on page 1.

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

Injury means, and an Insured Person is covered for, bodily injury resulting directly and independently of all other causes from accident which occurs:

- a) while he or she is covered under; and
- b) in the manner specified in;

a Hazard applicable to his or her class.

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.

Business Trip means a bona fide trip:

- a) while on assignment or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder;
- b) which begins when a person leaves his or her residence or place of regular employment, whichever last occurs, for the purpose of beginning the trip;
- c) which ends when he or she returns to his or her residence or place of regular employment, whichever first occurs; and
- d) excluding travel to and from work, bona fide leaves of absence and vacations.

Trip means a trip which:

- a) begins when a person leaves his or her residence or place of regular employment, whichever last occurs, for the purpose of beginning the trip; and
- b) ends when he or she returns to his or her residence or place of regular employment, whichever first occurs.

Passenger means a person who is not:

- a) the operator or driver; or
- b) the pilot, student pilot, or a crewmember;

of a conveyance at the time of accident.

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.

DEFINITIONS

Civil Aircraft means a civil or public aircraft which:

- a) has an Airworthiness Certificate;
- b) is piloted by a person who has:
 - 1) a current pilot certificate with the appropriate aircraft category rating for that aircraft; and
 - 2) a current medical certificate which is appropriate for the operation of that aircraft; and
- c) is not operated by the militia, or armed forces of any state, national government or international authority.

Scheduled Aircraft means a Civil Aircraft operated by a scheduled airline which:

- a) is licensed by the FAA for the transportation of passengers for hire; and
- b) publishes its flight schedules and fares for regular passenger service.

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.

Policyholder Aircraft means an aircraft which is owned, leased, or operated by or on behalf of the Policyholder.

Airworthiness Certificate means a valid and current "Standard Airworthiness Certificate" issued by the FAA.

FAA means:

- a) the Federal Aviation Administration of the United States; or
- b) the similar aviation authority for the country of the aircraft's registry, if the country is recognized by the United States.

Extra-Hazardous Aviation Activity means an aircraft while it is being used for one or more of the following activities:

- | | |
|-------------------------------|-------------------------------------|
| Acrobatics or Stunt Flying | Aerial Photography or Banner Towing |
| Racing or any Endurance Test | Any Test or Experiment |
| Crop Dusting or Seeding | Firefighting |
| Spraying | Any flight which requires: |
| Exploration | a) a special permit; or |
| Pipe or Power Line Inspection | b) waiver; |
| Any Form of Hunting | from the FAA, even though granted. |
| Bird or Fowl Herding | |

DETERMINATION OF INDIVIDUAL COVERAGE

Effective Date: Each Eligible Person becomes an Insured Person on the later of:

- a) the Policy Effective Date; or
- b) the date he or she enters a Class of Eligible Persons.

Termination: Coverage of each Insured Person terminates on the earlier of:

- a) the date this policy terminates; or
- b) the date he or she does not qualify in any Class of Eligible Person.

Termination will not affect any claim for loss due to an accident which occurs before the effective date of the termination.

The Policyholder's failure to report that a person ceased to qualify in a Class of Eligible Persons will not continue coverage in that Class beyond the date he or she ceased to qualify.

Hazards and Benefits Determined By Class: Each Insured Person is covered under the Hazard and for the Benefits applicable to the Class in which he or she qualifies:

- a) beginning on the date he or she enters the Class; and
- b) ending on the date he or she leaves the Class.

If an Insured Person qualifies in more than one Class on the date of accident, he or she will be considered to qualify in the one Class with the largest Benefit Amount.

Form 7679 F1

EXCLUSIONS AND AGGREGATE LIMITATION

Exclusions: This policy does not cover any loss resulting from:

- 1) intentionally self-inflicted Injury, suicide or attempted suicide whether sane or insane, (in Missouri, while sane);
- 2) war or act of war, whether declared or undeclared;
- 3) Injury sustained while in the armed forces of any country or international authority;
- 4) Injury sustained while on any aircraft, unless, and only to the extent, a Hazard specifically describes such coverage;
- 5) 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;
- 6) Injury sustained while committing or attempting to commit a felony;
- 7) Injury sustained while legally intoxicated from the use of alcohol (not applicable to residents of Minnesota).

Aggregate Limitation: If:

- a) two or more persons, in the same or different classes, are injured as the result of any one accident which occurs in the manner specified in the Hazard(s) identified in the Schedule; and
- b) the total of all amounts payable for all persons, in the absence of this provision, exceeds the Aggregate Amount shown opposite the Hazard;

the amount for each person will be proportionately reduced so that the total will equal the Aggregate Amount.

Form 7679 G6

HAZARD C-12B
24-Hour Coverage
Business Trip – Insured Person's Spouse and Child(ren)

Coverage: This Hazard covers Injury to the Insured Person's Spouse and Child(ren) resulting from an accident which occurs anywhere in the world while the Insured Person's Spouse and Child(ren) are accompanying the Insured Person on his or her Business Trip, including:

- a) an Injury resulting from an accident which occurs while the Insured Person's Spouse and Child(ren) are a passenger on, boarding, or alighting from a Civil Aircraft or Military Transport Aircraft; or
- b) injury resulting from being struck by an aircraft.

Spouse means the Insured Person's wife or husband who is not legally separated or divorced from the Insured Person at the date of the accident. Spouse will include the Insured Person's domestic partner, provided they have executed a Domestic Partner Affidavit acceptable to us, establishing that the Insured and their partner are domestic partners for purposes of this Policy. They will continue to be considered domestic partners provided they continue to meet the requirements described in the Domestic Partner Affidavit. Spouse, with respect to California or Oregon residents only, will include an individual who is in a registered domestic partnership with the Insured Person in accordance with that state's law. Reference to the Insured Person's marriage or divorce shall include his or her registered domestic partnership or dissolution of his or her registered domestic partnership.

Child(ren), as used in this benefit, mean(s) the Insured Person's unmarried child, stepchild, legally adopted child, child in the process of adoption, foster child or any other child related to them by blood or marriage or domestic partnership who:

- a) live with the Insured Person in a regular parent-child relationship; and/or
- b) the Insured Person claimed as a dependent on their last filed federal income tax return; provided such children are primarily dependent upon the Insured Person for financial support and maintenance and are under age 26; or age 26 or older and disabled. Such children must have become disabled before attaining age 26. The Insured Person must submit proof, satisfactory to Us, of such children's disability.

Exclusions: This Hazard does not cover Injury resulting from an accident which occurs while the Insured Person's Spouse and Child(ren) are on, boarding, or alighting from:

- a) an aircraft engaged in an Extra-Hazardous Aviation Activity; or
- b) a Policyholder Aircraft.

Refer to the Policy Modifications, Definitions and Exclusions sections for modifications, limitations and exclusions affecting this coverage.

Form 7679 H-12B

HAZARD C-28
24-Hour Coverage
Business and Pleasure

Coverage: This Hazard covers injury resulting from accident which occurs anywhere in the world. This Hazard also covers injury resulting from accident which occurs while the Insured Person is:

- a) a passenger on, boarding, or alighting from a Civil Aircraft or Military Transport Aircraft; or
- b) being struck by an aircraft.

Exclusions: This Hazard does not cover injury resulting from an accident which occurs while the Insured Person is on, boarding, or alighting from:

- a) an aircraft engaged in an Extra-Hazardous Aviation Activity; or
- b) a Policyholder Aircraft.

Refer to the Policy Modifications, Definitions and Exclusions sections for modifications, limitations, and exclusions affecting this coverage.

Form 7679 H-28

HAZARD C-46D
Hijacking
Business and Pleasure

Coverage: This Hazard covers Injury resulting from an accident which occurs during a Hijacking anywhere in the world.

Coverage of an Insured Person who is Hijacked shall continue while he or she is subject to the control of the hijacker(s) and during travel directly to his or her residence or original destination.

Hijacking means unlawful seizure or wrongful exercise of control of an aircraft or other conveyance, or the crew thereof, in which the Insured Person is traveling as a Passenger.

Refer to the Policy Modifications, Definitions and Exclusions sections for further modifications, limitations and exclusions affecting this coverage.

Form 7679 H-46 D

HAZARD C-55B
Relocation Coverage
Insured Person's Spouse and Children

Coverage: This Hazard covers Injury to the Insured Person's Spouse and Child(ren) resulting from an accident which occurs anywhere in the world while the Insured Person's Spouse and Child(ren) are on a Relocation Trip.

Relocation Trip means a Trip which begins when:

- a) the Insured Person's Spouse and Child(ren) leave his or her former place of residence for the purpose of relocating to a new residence; and
 - b) ends when the Insured Person's Spouse and Child(ren) arrive at his or her new place of residence;
- provided such trip is due to the Insured Person's relocation which is at the request and expense of the Policyholder.

A Relocation Trip will not include any period of time in excess of 7 days of the Relocation Trip during which the Insured Person's Spouse and Child(ren) take a personal trip, vacation or sojourn.

Spouse means the Insured Person's wife or husband who is not legally separated or divorced from the Insured Person at the time of the accident. Spouse will include the Insured Person's domestic partner, provided they have executed a Domestic Partner Affidavit acceptable to us, establishing that the Insured and their partner are domestic partners for purposes of this Policy. They will continue to be considered domestic partners provided they continue to meet the requirements described in the Domestic Partner Affidavit. Spouse, with respect to California or Oregon residents only, will include an individual who is in a registered domestic partnership with the Insured Person in accordance with that state's law. Reference to the Insured Person's marriage or divorce shall include his or her registered domestic partnership or dissolution of his or her registered domestic partnership.

Child(ren), as used in this benefit, mean(s) the Insured Person's unmarried child, stepchild, legally adopted child, child in the process of adoption, foster child or any other child related to them by blood or marriage or domestic partnership who:

- a) live with the Insured Person in a regular parent-child relationship; and/or
- b) the Insured Person claimed as a dependent on their last filed federal income tax return; provided such children are primarily dependent upon the Insured Person for financial support and maintenance and are under age 26; or age 26 or older and disabled. Such children must have become disabled before attaining age 26. The Insured Person must submit proof, satisfactory to Us, of such children's disability.

Refer to the Policy Modifications, Definitions and Exclusions sections for modifications, limitations and exclusions affecting this coverage. The Benefit Amount is stated in the Schedule.

Form 7679 H-55B

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If an Insured Person's injury results in any of the following losses within the Loss Period 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.

The amount of the Principal Sum and the Loss Period are determined in the Schedule.

For Loss of:

Life.....	The Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	The Principal Sum
One Hand and One Foot.....	The Principal Sum
Speech and Hearing.....	The Principal Sum
Either Hand or Foot and Sight of One Eye.....	The 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 the Body (Hemiplegia).....	One Half The Principal Sum
Either Hand or Foot.....	One Half The Principal Sum
Sight of One Eye.....	One Half The Principal Sum
Speech or Hearing.....	One 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 an Insured Person was an occupant at the time of the accident; and
- b) this policy would have covered injury resulting from the accident.

DISAPPEARANCE

An Insured 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) this policy would have covered injury resulting from the accident.

SEAT BELT AND AIR BAG BENEFIT

If an Insured 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 is payable, we will pay an additional Percentage of the Principal Sum to a Maximum Amount as a Air Bag Benefit if:

- a) the Insured Person was positioned in a seat that was equipped with a factory installed Air Bag;
- b) the Insured 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; or
- 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.

Exclusions: This Benefit does not cover any loss if the Insured 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.

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

REHABILITATION BENEFIT

If an Insured Person's injury results in any loss payable under this policy, other than loss of life, within the Loss Period after the date of accident, we will pay a benefit equal to the lesser of:

- a) the Expense Incurred for Rehabilitative Training;
- b) a Percentage of the Insured Person's Principal Sum; or
- c) the Maximum Amount;

for Rehabilitative Training.

The expense must be incurred within 2 years of the date of accident.

The Loss Period, the Percentage of Principal Sum and the Maximum Amount are shown in the Schedule.

Rehabilitative Training means any training which:

- a) is required due to the Insured Person's injury;
- b) prepares the Insured Person for an occupation in which he or she would not have engaged except for the injury.

Expense Incurred means the actual cost:

- a) of the training; and
- b) of the materials needed for the training.

Form 7679 R1

ADAPTIVE HOME AND VEHICLE BENEFIT

If the Insured Person's Injury results in a covered Loss, other than Loss of life, and a benefit is payable under the Accidental Death and Dismemberment Benefit, we will pay the lesser of:

- a) a percentage of the Principal Sum; or
- b) the actual cost;

for the one-time cost of alterations incurred within two years from the date of the accident to the Insured Person's:

- a) principal residence; and/or
- b) private automobile;

to make the residence accessible or the private automobile drivable or rideable for the Insured Person. In no event will payment under this benefit exceed the Maximum Amount for this Benefit.

The Percentage of Principal Sum and Maximum Amount are shown in the Schedule.

The benefit will be payable only if:

- a) such home alterations are:
 - i) made by a person or persons with experience in such alterations; and
 - ii) recommended by a recognized organization associated with the Loss; and
- b) such vehicle alterations are:
 - i) carried out by a person or persons with experience in such matters;
 - ii) approved by the Motor Vehicle Department.

Private Automobile means a four wheeled, private passenger car: station wagon, pick-up truck, van or jeep-type automobile which is not being used as a conveyance which is organized and licensed for the transportation of passengers.

Form 7679 R3

COMA BENEFIT

If, as the result of an Injury, an Insured Person:

- a) becomes Comatose within 31 days from the accident; and
- b) remains continuously Comatose for at least the number of days shown as the Waiting Period;

we will pay 1% of the Comatose Maximum Benefit Amount for each month after the Waiting Period that he or she remains in a Coma.

Payment will cease on the earliest to occur of:

- 1) the end of the month in which the Insured Person dies;
- 2) the end of the month in which the Insured Person recovers from the Coma; or
- 3) when the total payment equals the Comatose Maximum Benefit Amount.

The Comatose Maximum Benefit Amount equals the Principal Sum less all other payments under the Accidental Death and Dismemberment Benefit for the Injury.

Coma means complete and continuous:

- a) unconsciousness; and
- b) inability to respond to external or internal stimuli.

The amount of the Principal Sum and the Waiting Period are shown in the Schedule.

Form 7679 U1

THERAPEUTIC COUNSELING BENEFIT

If an Insured Person:

- a) incurs a loss, other than loss of Life, under the Accidental Death and Dismemberment Benefit; and
- b) within 90 days requires Therapeutic Counseling due to the loss;

we will pay the lesser of:

- a) the Reasonable Expenses incurred for Therapeutic Counseling which are in excess of any other Plan;
- b) a Percentage of the Insured Person's Principal Sum; or
- c) the Maximum Amount.

The Therapeutic Counseling services must be incurred within one year from the date of the loss.

Therapeutic Counseling means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

Reasonable Expenses means fees and prices which do not exceed those generally charged for similar Therapeutic Counseling in the local area where received by the Insured Person.

For purposes of this benefit, we reserve the right to determine Reasonable Expenses. An Expense is considered to be incurred on the date the Therapeutic Counseling is rendered.

Plan means:

- a) group, blanket or franchise health insurance;
- b) group hospital, medical service or pre-payment plan;
- c) labor-management trustee, union welfare, employer organization or employee benefit organization plan;
- d) governmental program or coverage required or provided by any statute except Medicare;
- e) automobile insurance medical payments benefit or automobile reparations insurance (no-fault);
- f) Workers' Compensation or similar law.

The Maximum Amount, Percent and Principal Sum are shown in the Schedule.

Form 7679 X1

BEREAVEMENT COUNSELING BENEFIT

If a Principal Sum is payable under this Policy for an Insured Person's loss of life, we will pay for the expenses incurred by his or her Dependent Spouse and Child(ren) for Bereavement Counseling up to:

- a) \$100 per visit;
- b) a maximum amount of \$500 Per Covered Person per accident.

Expenses for Bereavement Counseling must be first incurred by the Insured Person's Dependent Spouse and Child(ren) within 90 days after the date of the Insured Person's death.

Proof of Bereavement Counseling expenses must be given to Us within one year after the date of the Insured Person's death.

Bereavement Counseling means treatment or counseling for the grief reaction resulting from the Insured Person's Loss of life. Counseling must be provided by a licensed therapist, counselor, or psychiatrist who is registered or certified to provide psychological treatment or counseling.

Spouse means the Insured Person's wife or husband who is not legally separated or divorced from the Insured Person at the date of the accident.

Child(ren), as used in this benefit, mean(s) the Insured Person's unmarried child, unmarried grandchild in the legal custody of and residing with the Insured Person, stepchild, legally adopted child from the date of placement in the home of the Insured Person, or foster child who is:

- a) under the age of 26; and
- b) primarily dependent on the Insured Person for support and maintenance.

CLAIMS

Notice of Claim: The person who has the right to claim benefits (the claimant or beneficiary, or his or her representative) must give us written notice of a claim within 30 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 the Insured Person's 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 from the date proof of loss is due, 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, but not more than 60 days, after we receive the proof of loss.

Payment of Claims: We will pay any benefit due for loss of the Insured Person's life:

- a) according to the beneficiary designation in effect at the time of his or her death; otherwise
- 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 the time of the Insured Person's death; or
- c) to the survivors, in equal shares, in the first of the following classes to have a survivor at the Insured Person's death:
 - 1) spouse,
 - 2) children,
 - 3) parents,
 - 4) brothers and sisters.

If there is no survivor in these classes, payment will be made to the Insured Person's estate.

All other benefits due and not assigned will be paid to the Insured Person, if living. Otherwise, the benefits will be paid according to the preceding paragraph.

If a benefit due is payable to:

- a) the Insured Person's estate; or
- b) the Insured Person 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 (\$3,000 for residents of Florida) of the benefit due to some other person.

The other person will be someone related to the Insured Person 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 the Insured Person within 45 days. This written decision will:

- a) give the specific reason or reasons for denial;
- b) make specific reference to policy provisions 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;
- d) provide an explanation of the review procedure; and
- e) state what portions of the claim is being disputed and return the uncontested amount within 60 days.

On any denied claim, an Insured Person or his 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 receipt of claim denial;
- b) review pertinent documents; and
- c) submit issues and comments in writing.

We will make a decision no more than 90 days after receipt of the request for review. The written decision will include specific reasons for the decision 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 Insured Person who has a loss examined by a physician when and as often as is reasonably necessary; and
- b) in case of death to make an autopsy, 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 (6 years for residents of South Carolina) following the date proof of loss is due (for Florida residents, after the expiration of the applicable statute of limitations following the date proof of loss is due).

Naming a Beneficiary: The Insured Person may name a beneficiary or change a revocably named beneficiary by giving your written request to the Policyholder. His or her request takes effect on the date you execute it, regardless of whether he or she is 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 his or her request.

Assignment: We will recognize any assignment the Insured Person makes under this 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.

Form 7679 Z3a

CALIFORNIA COMPLAINT NOTICE: WHENEVER THE HARTFORD OR ITS AGENT HAS BEEN UNABLE TO RESOLVE A CONSUMER COMPLAINT AFFECTING THE POLICY OR CERTIFICATE, THE STATE AGENCY LISTED BELOW MAY BE CONTACTED TO ASSIST THE COMPLAINANT IN PURSUING A RESOLUTION OF THE COMPLAINT:

CALIFORNIA DEPARTMENT OF INSURANCE, CONSUMER SERVICES DIVISION
200 SOUTH SPRING STREET, LOS ANGELES, CA 90013
TOLL FREE TELEPHONE: (800) 927-4357

Form PA-8292-1

**NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of this law's coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association **and** the individual lives in California at the time the insurer is determined by court to be insolvent. Coverage is provided to policy beneficiaries, payees or assignees, whether or not they live in California.

Amounts of Coverage

The basic coverage protections provided by the Association are as follows.

▪ **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- Life Insurance
80% of death benefits but not to exceed \$300,000
80% of cash surrender or withdrawal values but not to exceed \$100,000
- Annuities and Structured Settlement Annuities
80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for **all** life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

▪ **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

(please turn to next page)

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guaranty Association
P.O. Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357

Form PA-8371-4 California

Printed in U.S.A.

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

Form PA-8371-4 California

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