## 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: Medica Health Plans

Policyholder Address: 401 Carlson Parkway Minnetonka, MN 55305

Policy Number:	ETB-153034*
Place of Delivery:	Minnetonka, MN
Policy Effective Date:	January 1, 2021

Policy Expiration Date: January 1, 2024

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Schedule Participating Firms (if any) Contract Provisions Definitions Determination of Individual Coverage Exclusions Hazards Benefits Claims Riders (if any)

Countersigned by Licensed Resident Agent

\*This policy replaces the prior policy bearing the above number as of the effective date of this policy.

Signed for the Company

Kevin Barnett, Secretary

Jour R.

Jonathan Bennett, President

## **SCHEDULE**

#### ELIGIBLE PERSONS

Class	Description
1	All active Officers of the Policyholder including, but not limited to, Presidents, Executive Vice Presidents, Senior Vice Presidents, and Vice Presidents as defined by the Policyholder, who work a minimum of 20 hours per week, excluding temporary employees, leased employees, and independent contractors.
2	All active Employees of the Policyholder as defined by the Policyholder, who work a minimum of 20 hours per week, excluding temporary employees, leased employees, independent contractors, and those employees covered under Class 1.

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-12	ADD AHV BCB COMA REHAB SBLTAB SBLT	<ul> <li>\$250,000</li> <li>10% of Principal Sum to a Maximum of \$25,000.</li> <li>See Benefit Page</li> <li>See ADD amount</li> <li>10% of Principal Sum to a Maximum of \$25,000.</li> </ul>
	C-41	AB THERP ADD AHV BCB COMA REHAB SBLTAB SBLT AB THERP	<ul> <li>10% of Principal Sum to a Maximum of \$25,000</li> <li>5% of Principal Sum to a Maximum of \$10,000</li> <li>10% of Principal Sum to a Maximum of \$25,000.</li> <li>\$250,000</li> <li>10% of Principal Sum to a Maximum of \$25,000.</li> <li>See Benefit Page</li> <li>See ADD amount</li> <li>10% of Principal Sum to a Maximum of \$25,000.</li> <li>10% of Principal Sum to a Maximum of \$25,000.</li> <li>10% of Principal Sum to a Maximum of \$25,000.</li> <li>10% of Principal Sum to a Maximum of \$25,000.</li> </ul>

C-46C	ADD AHV BCB	\$250,000 10% of Principal Sum to a Maximum of \$25,000. See Benefit Page
	COMA REHAB SBLTAB	See ADD amount 10% of Principal Sum to a Maximum of \$25,000.
C-57	SBLTAB SBLT AB THERP ADD AHV BCB	10% of Principal Sum to a Maximum of \$25,000 5% of Principal Sum to a Maximum of \$10,000 10% of Principal Sum to a Maximum of \$25,000. \$250,000 10% of Principal Sum to a Maximum of \$25,000. See Benefit Page
	COMA REHAB	See ADD amount 10% of Principal Sum to a Maximum of \$25,000.
	SBLTAB SBLT AB THERP	10% of Principal Sum to a Maximum of \$25,000 5% of Principal Sum to a Maximum of \$10,000 10% of Principal Sum to a Maximum of \$25,000.
C-12	ADD AHV BCB COMA	\$100,000 10% of Principal Sum to a Maximum of \$25,000. See Benefit Page See ADD amount
	REHAB SBLTAB	10% of Principal Sum to a Maximum of \$25,000.
<b>0</b> <i>11</i>	SBLT AB THERP	10% of Principal Sum to a Maximum of \$25,000 5% of Principal Sum to a Maximum of \$10,000 10% of Principal Sum to a Maximum of \$25,000.
C-41	ADD AHV BCB COMA	\$100,000 10% of Principal Sum to a Maximum of \$25,000. See Benefit Page See ADD amount
	REHAB SBLTAB SBLT	10% of Principal Sum to a Maximum of \$25,000. 10% of Principal Sum to a Maximum of \$25,000
0.400	AB THERP	5% of Principal Sum to a Maximum of \$10,000 10% of Principal Sum to a Maximum of \$25,000.
C-46C	ADD AHV BCB COMA	\$100,000 10% of Principal Sum to a Maximum of \$25,000. See Benefit Page See ADD amount
	REHAB SBLTAB	10% of Principal Sum to a Maximum of \$25,000.
	SBLT AB THERP	10% of Principal Sum to a Maximum of \$25,000 5% of Principal Sum to a Maximum of \$10,000 10% of Principal Sum to a Maximum of \$25,000.
C-57	ADD AHV BCB COMA	\$100,000 10% of Principal Sum to a Maximum of \$25,000. See Benefit Page See ADD amount
	REHAB SBLTAB	10% of Principal Sum to a Maximum of \$25,000.
	SBLT AB THERP	10% of Principal Sum to a Maximum of \$25,000 5% of Principal Sum to a Maximum of \$10,000 10% of Principal Sum to a Maximum of \$25,000.

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: All Aggregate Amount: \$2.500.000

\$2,500,000 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:	\$2,250
Premium Subject To Audit:	\$0
Total Premium For Policy Period:	\$2,250

Total Premium Payable on Effective Date

Form 7679 B8

#### CONTRACT PROVISIONS

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

<u>Changes</u>: 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.

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

<u>Certificates</u>: If required by the laws of the state where this policy is delivered, 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.

Data Furnished by Policyholder: The Policyholder:

- a) with our approval, may keep the records which affect this policy;
- b) will give us information from those records, when and in the manner we ask.

These records will be open for our inspection at any reasonable time.

Not in Lieu of Worker's Compensation: This policy does not satisfy any requirement for worker's compensation insurance.

<u>Conformity with State Statutes</u>: 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.

<u>Cancellation</u>: 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.

Form 7679 D1

## CONTRACT PROVISIONS (Continued)

<u>Policy Period</u>: 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.

<u>Renewal</u>: 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.

<u>Premium Due Dates</u>: 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.

<u>Grace Period</u>: 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.

<u>Payment</u>: 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.

<u>Change of Premiums</u>: 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.

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

Children will include your unmarried children, newborn child, stepchildren, legally adopted children, child in the process of adoption from the moment of placement; provided such children are primarily dependent upon You for financial support and maintenance and are:

1) from live birth but not yet 25 years; or

2) incapable of self-sustaining employment by reason of developmental disability, mental Illness or disorder, or physical disability. You must submit proof, satisfactory to Us, of such children's disability.

Newborn child includes grandchildren who are financially dependent upon a covered grandparent and who reside with that covered grandparent continuously from birth.

<u>Injury</u> 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.

<u>Common Carrier</u> 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.

Form 7679 E1 (MN)

## 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.

<u>Scheduled Aircraft</u> 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.

<u>Military Transport Aircraft</u> 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:

Any Test or Experiment

Any flight which requires: a) a special permit; or

Firefighting

b) waiver;

Aerial Photography or Banner Towing

Acrobatics or Stunt Flying
Racing or any Endurance Test
Crop Dusting or Seeding
Spraying
Exploration
Pipe or Power Line Inspection
Any Form of Hunting
Bird or Fowl Herding

Form 7679 E2

## DETERMINATION OF INDIVIDUAL COVERAGE

from the FAA, even though granted.

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.

<u>Hazards and Benefits Determined By Class</u>: 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 (However, orders to active military service for 2 months or less shall not constitute service in the armed forces.);
- 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 operating a motor vehicle while legally intoxicated from the use of alcohol.

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 G7 (MN)

# HAZARD C-12

#### 24-Hour Coverage Business Trip

<u>Coverage</u>: This Hazard covers injury resulting from an accident which occurs anywhere in the world during a Business Trip, including:

- a) an injury resulting from an accident which occurs while the Insured Person is a passenger on, boarding or alighting from a Civil Aircraft or Military Transport Aircraft; or
- b) injury resulting from 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-12 (Rev.-1)

## HAZARD C-41

### Commutation Coverage

<u>Coverage</u>: This Hazard covers injury resulting from accident which occurs while the Insured Person is commuting directly between his or her residence and place of regular employment:

- a) by automobile or other conveyance not normally used by the Insured Person for commuting; and
- b) during a strike, power failure, major breakdown or similar event which results in the discontinuance or interruption of one or more public transportation systems regularly used by the Insured Person;

on a regularly scheduled workday.

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

Form 7679 H-41

#### HAZARD C-46C <u>Hijacking</u> Business Trip

<u>Coverage</u>: This Hazard covers Injury resulting from an accident which occurs during a Hijacking anywhere in the world while the Insured Person is on a Business Trip.

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.

<u>Hijacking</u> 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 C

### HAZARD C-57 Sojourn or Personal Deviation Business Trip

<u>Coverage</u>: This Hazard covers injury resulting from an accident which occurs anywhere in the world during a Sojourn or Personal Deviation from a covered Business Trip.

Sojourn or Personal Deviation from a Business Trip means personal trips taken by the Insured Person:

- a) during a Business Trip; and
- b) which are not assignments from or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder; and
- c) which do not exceed a total of 7 days.

Exclusions: This Hazard does not cover injury resulting from an accident which occurs while the Insured Person is on, boarding, or alighting from an aircraft engaged in an Extra-Hazardous Aviation Activity.

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

Form 7679 H-57

## 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)	
Movement of Both Lower Limbs (Paraplegia)Three Quarter	ers The Principal Sum
Movement of Both Upper and Lower Limbs	•
of One Side of the Body (Hemiplegia)One H	alf The Principal Sum
Either Hand or FootOne H	alf The Principal Sum
Sight of One EyeOne H	alf The Principal Sum
Speech or HearingOne H	alf The Principal Sum
Thumb and Index Finger of Either HandOne Quart	er 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.

Form 7679 J3

## 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
- 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.

Form J6 Rev.-1

## **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.

<u>Private Automobile</u> 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.

<u>Coma</u> 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.

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

<u>Reasonable Expenses</u> 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.

## <u>Plan</u> 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.

Form 7679 Y1 Rev.-1

### **CLAIMS**

<u>Notice of Claim</u>: 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.

<u>Claim Forms</u>: 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.

Form 7679 Z2b

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.

<u>Appealing Denial of Claims</u>: 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).

<u>Naming a Beneficiary</u>: 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 Z3

#### HARTFORD LIFE INSURANCE COMPANY HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY HARTFORD FIRE INSURANCE COMPANY HARTFORD, CONNECTICUT 06104-2999 Telephone Number (860) 547-5000

### NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW

If the insurer that issued your life, annuity or health insurance policy becomes impaired or insolvent, you are entitled to compensation for your policy from the assets of that insurer. The amount you recover will depend on the financial condition of the insurer.

In addition, residents of Minnesota who purchase life insurance, annuities, or health insurance from insurance companies authorized to do business in Minnesota are protected, **SUBJECT TO LIMITS AND EXCLUSIONS**, in the event the insurer becomes financially impaired or insolvent. This protection is provided by the Minnesota Life and Health Insurance Guaranty Association.

Minnesota Life & Health Insurance Guaranty Association 4760 White Bear Parkway Suite 101 White Bear Lake, MN 55110 Telephone: (651) 407- 3149

The maximum amount the Guaranty Association will pay for all policies issued on one life by the same insurer is limited to \$500,000. Subject to this \$500,000 limit, the Guaranty Association will pay up to \$500,000 in life insurance death benefits, \$130,000 in net cash surrender and net cash withdrawal values for life insurance, \$500,000 in health insurance benefits, including any net cash surrender and net cash withdrawal values, \$250,000 in annuity net cash surrender and net cash withdrawal values, \$410,000 in present value of annuity benefits for annuities which are part of a structured settlement or for annuities in regard to which periodic annuity benefits, for a period of not less than the annuitant's lifetime or for a period certain of not less than ten years, have begun to be paid on or before the date of impairment or insolvency, or if no coverage limit has been specified for a covered policy or benefit, the coverage limit shall be \$500,000 in present value. Unallocated annuity contracts issued to retirement plans, other than defined benefit plans, established under section 401, 403(b) or 457 of the Internal Revenue Code of 1986, as amended through December 31, 1992, are covered up to \$250,000 in net cash surrender and net cash withdrawal values, for Minnesota residents covered by the plan provided, however, that the association shall not be responsible for more than \$10,000,000 in claims from all Minnesota residents covered by the plan. If total claims exceed \$10,000,000, the \$10,000,000 shall be prorated among all claimants. These are the maximum claim amounts. Coverage by the Guaranty Association is also subject to other substantial limitations and exclusions and requires continued residency in Minnesota. If your claim exceeds the Guaranty Association's limits, you may still recover a part or all of that amount from the proceeds of the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell life and health insurance in Minnesota after the insolvency occurs. Claims are paid from this assessment.

(continued on next page)

Form PA-8819-2 Minnesota

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THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF LIFE, ANNUITY OR HEALTH INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT HARTFORD LIFE INSURANCE COMPANY OR HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY OR HARTFORD FIRE INSURANCE COMPANY CURRENTLY HAVE ANY TYPE OF FINANCIAL PROBLEMS. ALL LIFE, ANNUITY AND HEALTH INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

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