SECTION 1 – INTRODUCTION

- 1.1. Broward County (County) makes available to its employees an array of comprehensive, voluntary, affordable, benefit plans and programs. The Human Resources Division is soliciting proposals for the provision of comprehensive, fully insured, employer and employee-paid, after-tax, voluntary Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance (Group Life), including enrollment support and administration services for benefit-eligible employees, retirees and eligible dependents (Members). In addition to Group Life, the County provides to a defined group of employees Hazardous Occupation Insurance or Occupational Assault AD&D Insurance.
- 1.2. The County employs approximately 6,115 benefit-eligible employees in 50 different agencies throughout Broward County. Covered groups for Group Life include active Members. See enrollment in Section 4.
- 1.3. The current Agreement for Group Life, Hazardous Occupation, and Occupational Assault AD&D insurance ends on June 30, 2025. The current provider is The Standard Insurance Company (The Standard). The coverage highlights can be viewed at Coverage Highlights for Actives, and the Certificate of Insurance.
- 1.4. If there is a conflict between any statement, requirement or provision of any material provided by the Vendor, and any statement, requirement, or provision of this RFP, the statement, requirement, or provision of this RFP shall prevail and be given superior force and effect.

SECTION 2 – OBJECTIVE

- 2.1. The objective of this Solicitation is to obtain the best services for the County and covered Members and ultimately establish an Agreement for the delivery of County, Employee and Retiree paid life insurance.
- 2.2. Vendor's proposed plan should be comparable to or improve the County's existing Plan design by expanding features for possible consideration and inclusion in the County's program, at the County's sole discretion.
- 2.3. Plans currently offered:
 - 2.3.1. Group Term Life and AD&D Insurance Basic and Voluntary
 - 2.3.2. Hazardous Occupation Insurance and Occupational Assault AD&D Insurance
- 2.4. Vendors are expected to:
 - 2.4.1. Provide a one-time open enrollment at inception of Agreement allowing employees who previously waived coverage to purchase \$25,000 in Voluntary Life Insurance with no medical underwriting and/or purchase Spouse/Domestic Partner insurance with no medical underwriting if previously not enrolled. To insure a Spouse/Domestic Partner, employee must purchase a minimum of \$25,000 in Voluntary Life insurance on themself.

Confirmed. The Hartford¹ will offer Broward County a one-time open enrollment at initial takeover with no medical underwriting for elections up to \$25,000.

¹The Hartford[®] is The Hartford Financial Services Group, Inc. and its subsidiaries including issuing company Hartford Life and Accident Insurance Company. Home office is Hartford, CT.

Thereafter, The Hartford is offering Broward County a Modified Open Enrollment.

The following describes The Hartford's standard offerings for a Modified Open Enrollment:

- Eligible employees who are currently enrolled may elect to increase coverage by one increment without EOI, provided the additional increment does not exceed the Guarantee Issue level of the plan
- Standard EOI requirements still apply for coverage amounts in excess of the first increment, in excess of one additional increment or amounts in excess of the Guarantee Issue level
- 2.4.2. Accept all current enrollment in voluntary life insurance with no medical underwriting requirement or active at work requirement.

No Loss No Gain

No employee will gain or lose coverage or receive a greater or a lesser benefit due to change in carriers, provided that the employee was eligible for benefits the day before our policy's effective date.

Actively At Work

For Life coverages, we will provide our Continuity of Coverage provision to address concerns that employees might lose coverage due to a change in insurance carriers. This provision extends coverage to employees insured under the prior plan on the day before our policy effective date, whether or not they were actively at work on that day. Any dependents insured under the prior plan on the day before our policy effective date will not be subject to any deferred effective date provision ("performing normal activities requirement").

The amount of coverage is equal to the lesser of the amount under the prior policy or the amount under our policy, reduced by any coverage amount in force, paid or payable under the prior policy or any other amount that would have been payable if timely election had been made.

Coverage under this provision ends on the first to occur: 12 consecutive months from our policy effective date, the last day you would have been covered under the prior policy, the date your insurance terminates for a reason under the termination provision in the contract, or you become actively at work as defined in the contract.

All insurance benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This proposal explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this proposal and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

2.4.3. Ensure compliance with current and future regulations as mandated by State and Federal legislation and the Internal Revenue Service (IRS).

Yes. We materially comply with all the applicable laws affecting our products, services and conduct as an insurance provider and, as necessary, we provide our clients with information concerning new laws or changes to existing laws that may affect our products and services.

2.4.4. Ensure accurate and timely administration of Group Life, Hazardous Occupation Insurance, & Occupational Assault AD&D Insurance claims.

Yes. We help ensure accurate and timely service for our Life and AD&D insurance clients by combining efficiency and empathy. As our primary intake method, the Life Claims Digital Experience (LCDE) allows employers to initiate claims online and check existing claims status. An eligibility feed isn't required but expedites claim submission.

With this modern approach to Life and AD&D claims, we can:

- Guide the claim submission
- Prepopulate data when an eligibility file and/or beneficiary information is provided
- Auto-save
- Upload and confirm the documents
- Provide immediate confirmation of claim submission
- Give users easy-to-use dashboards

Online claims are as follows:

- Employer or authorized representative of the plan completes a dynamic claim workflow.
- Employers can provide us with life enrollment and beneficiary information, which they verify for accuracy at the time of claim.
- As needed, submitter may be asked to upload additional documents, such as enrollment history and beneficiary designations. If the employer doesn't have that information at the time of claim submission, they can upload it afterward.
- The employer receives a claim ID immediately after the claim submission.
- Within one business day of receipt, the claim is assigned to a Life Care Advocate who reviews and verifies the documents.

Life Care Advocates complete the following tasks within five business days of receiving all documentation:

- Checks the death certificate, or natural cause death confirmation to make sure the Social Security number matches
- Verifies the claim form is signed and dated by an authorized policyholder representative
- Confirms the eligibility of the employee/claimant
- Checks enrollment for timely election; if paper, verify the insured person has signed/dated it
- Checks that employee class and benefit claims match

- Makes sure the beneficiary designation is included, signed, and dated by the insured
- Ensures beneficiaries are legal age
- Whenever a benefit is payable, verifies the beneficiary's choice for proceeds: either Lump Sum, EFT or Safe Haven program (default is Safe Haven account, per applicable state regulations)
- If payable, reviews state tax notices and interest requirements in line with proper statutes

If the application is missing anything, the beneficiary is contacted via phone, email or written correspondence. Life Care Advocates provide education on the process, assist with gathering missing information (as applicable), and provide additional resources through The Hartford's Life EssentialsSM. A beneficiary checklist, dedicated Care Manager, digital app, account deactivation services, referrals to legal services, and referrals to an EAP are some of the services available. Should the application be missing anything from the employer, the Life Care Advocate contacts them via telephone or email.

When a Life Care Advocate approves and pays a claim upon first review, they call each beneficiary to inform them of the payment. They also provide resources for additional services through The Hartford's Life Essentials program.

Each beneficiary receives an Explanation of Benefits or denial letter. The employer is notified of approval via email and if a benefit claim is denied, the employer is notified in writing.

Life Care Advocates complete the following tasks within five business days of receiving all documentation:

- Checks the death certificate, or natural cause death confirmation to make sure the Social Security number matches.
- Verifies the claim form is signed and dated by an authorized policyholder representative.
- Confirms the eligibility of the employee/claimant.
- Checks enrollment for timely election; if paper, verify the insured person has signed/dated it.
- Checks that employee class and benefit claims match.
- Makes sure the beneficiary designation is included, signed and dated by the insured.
- Ensures beneficiaries are legal age.
- Whenever a benefit is payable, verifies the beneficiary's choice for proceeds: either Lump Sum, EFT or Safe Haven program (in case neither is chosen, we default to the Safe Haven account, per applicable state regulations).
- If payable, reviews state tax notices and interest requirements in line with proper statutes.

If the application is missing anything, the beneficiary will be contacted via phone, email or written correspondence. Life Care Advocates will provide education on the process, assist with gathering missing information (as applicable), and provide additional resources through The Hartford's Life Essentials. A beneficiary checklist, referrals to legal services, and referrals to an EAP are some of the services available. Should the

application be missing anything from the employer, the Life Care Advocate will contact them via telephone or email.

When a Life Care Advocate approves and pays a claim upon first review, they will call each beneficiary to inform them of the payment. They will also provide resources for additional services through The Hartford's Life Essentials program.

Each beneficiary receives an Explanation of Benefits or denial letter. If a benefit claim is denied, the employer is also notified in writing. Also, we will notify the employer via email of the approval.

SECTION 3 – BENEFIT PLAN DESIGN

- 3.1. County-paid basic group life and AD&D (Basic Life) is provided to all benefit-eligible employees.
 - 3.1.1. The County provides \$50,000 of Basic Life coverage to all benefit-eligible employees at no cost to employees.
 - 3.1.2. Coverage is effective on the first day of employment in a benefit-eligible position.
 - 3.1.3. Coverage terminates on date of retirement, termination of employment, date of last payment made while on leave of absence, date of death or the date the group policy terminates.
- 3.2. County-Paid Hazardous Occupation Life Insurance is provided at no cost to Security Guards and Park Rangers.
 - 3.2.1. Hazardous Occupation Death means the loss of life which occurs as a result of a Line of Duty Injury.
 - 3.2.2. Line of Duty Injury means an injury that occurs as a result of taking action that by rule, regulation, law or condition of employment member is obligated or authorized to perform. Line of Duty Injury includes an injury that occurs:
 - 3.2.2.1. As a result of taking any such action in response to an emergency while off duty; and,
 - 3.2.2.2. During travel to and from home or employer's usual place of business and the location where such duty or training activities are performed.
 - 3.2.3. Coverage is effective on the first day of employment in a covered position.
 - 3.2.4. All eligible employees receive, at no cost to the employee, a maximum of \$100,000 for loss of life which occurs as a result of a Line of Duty Injury.
 - 3.2.5. Coverage ends on the last day of employment in a covered position, retirement, termination of employment, date of death or the date the group policy terminates.
- 3.3. County-paid Occupational Assault AD&D Insurance is provided at no cost to members of the Amalgamated Mass Transit Union, including supervisors, bus operators, maintenance or service employees employed by the Mass Transit Division.

- 3.3.1. Coverage is effective on the first day of employment in a covered position.
- 3.3.2. All eligible employees receive, at no cost to the employee, \$100,000 in Occupational Assault AD&D Insurance.
- 3.3.3. Coverage is based on suffering a loss from an Act of Physical Violence which occurs while Actively at Work. Acts of Physical Violence mean:
 - 3.3.3.1. Robbery or attempted robbery;
 - 3.3.3.2. Felonious assault; or
 - 3.3.3.3. Any other criminal act of violence.
- 3.3.4. Coverage ends on the last day of employment in a covered position, retirement, termination of employment, date of death or the date the group policy terminates.
- 3.4. Employee-paid Voluntary Life and AD&D Insurance (Voluntary Life): New hires or newly benefit-eligible, full-time, or part-time 20-hour employees.
 - 3.4.1. Coverage is effective on the first day of the month following or coincident to 30 days in a benefiteligible position (subject to change at the County's sole discretion) provided timely election is made. Coverage is guaranteed issue.
 - 3.4.2. Coverage may be increased in \$25,000 increments with no medical underwriting during the annual open enrollment period. (Current coverage maximum is \$300,000.)
 - 3.4.3. Increases to coverage outside of new hire/newly benefit eligible period or annual open enrollment subject to medical underwriting.
 - 3.4.4. Coverage does not include age reduction at any age.
 - 3.4.5. Coverage for employee terminates on date of retirement, termination of employment, date of last payment made while on leave of absence (see chart below), date of death or the date the group policy terminates.

	Insurance Coverage Type and Length of Time Coverage is continued for the Type of Leave					
Type of Leave	Basic Term Life and Accidental	Supplemental Term Life				
	Death and Dismemberment	Insurance Dependent Term Life				
	Insurance	Insurance				
FMLA Leaves	Coverage may be continued for up to 12 weeks. The employer pays the premium.	Coverage may be continued for up to 12 weeks. The employee pays the premium.				

Other Medical Leaves, including Disability Leaves-Non ADA approved Coverage may be continued after FMLA is exhausted for the length of the approved leave to a maximum of 6 months provided all premiums are paid when due. The employer pays premium.

Coverage may be continued after FMLA is exhausted for the length of the approved leave to a maximum of 6 months provided all premiums are paid when due.

The employee pays premium.

	Coverage may be continued after FMLA is exhausted for the length	Coverage may be continued after FMLA is exhausted for the			
Other Medical	of the County approved ADA	length of the County approved			
Leaves, including Disability Leaves while under approved ADA leaves	leave to a maximum of 12 additional months provided all premiums are paid when due.	ADA leave to a maximum of 12 additional months provided all premiums are paid when due.			
	The employer pays premium.	The employee pays premium.			
Non-Medical Leaves:	Coverage may be continued for the length of the leave to a maximum of 90 days approved by Broward County in advance of your leave.	Coverage may be continued for the length of the leave to a maximum of 90 days approved by Broward County in advance of your leave.			
	The employer pays premium.	The employee pays premium.			

- 3.5. Employee-paid Voluntary Spouse/Domestic Partner Life Insurance (Voluntary Spouse/Domestic Partner Life): (AD&D coverage not applicable)
 - 3.5.1. Employees may purchase Voluntary Spouse/Domestic Partner Life during new hire/newly benefit-eligible period or due to a qualifying event (marriage or domestic partner registration) in the amount of \$12,500 for a flat bi-weekly rate if purchasing a minimum of \$25,000 in Voluntary Life coverage for themselves.
 - 3.5.2. Coverage for spouse/domestic partner terminates on date of loss of eligibility through a qualifying life event, employee's retirement, or termination of employment of employed spouse/domestic partner, or date of last payment made while employed spouse/domestic partner is on leave of absence, date of death or the date the group policy terminates.
- 3.6. Employee-paid Voluntary Child Life Insurance (Voluntary Child Life): (AD&D coverage not applicable)
 - 3.6.1. Employee may purchase Voluntary Child Life coverage during new hire/newly benefit-eligible period, due to a qualifying event (marriage or birth) or during annual open enrollment period, in the amount of \$12,500 for a flat bi-weekly rate if purchasing a minimum of \$25,000 in Voluntary Life coverage for themselves.
 - 3.6.2. Voluntary Child Life covers all eligible, enrolled children for one flat bi-weekly rate.
 - 3.6.3. If employee is enrolled in Voluntary Life, newborn children are automatically insured from the moment of birth, and an adopted child is automatically insured from time of placement. If Voluntary Child Life is not already in place, member must complete enrollment within 31 days. If member does not apply within 31 days, Voluntary Child Life for the newborn or adopted child will end automatically after the 31-day period.

- 3.6.4. Coverage for child terminates on date of loss of eligibility through a qualifying life event, the date the employee terminates coverage, the end of the calendar year in which child reaches age 26, retirement or termination of employment of employed parent, or date of last payment made while employed parent is on leave of absence, date of death, or the date the group policy terminates.
- 3.7. Retiree Life and AD&D Insurance (Retiree Life):
 - 3.7.1. Employees retiring from County employment may continue coverage in force at time of retirement through Vendor billed and administered Retiree Life. Retiree Life rates may differ from active employee rates. Retiree Life coverage must be elected through the Vendor within 31 days of retirement. Retirees cannot increase coverage but may decrease amount of coverage.
 - 3.7.2. There are currently two closed groups of retirees that will also be covered:
 - 3.7.2.1. Employees who retired prior to April 1, 1995, with a fixed policy for \$5,000.
 - 3.7.2.2. Employees who retired on or after April 1, 1995, and prior to April 1, 2007, with a policy that ranges from \$10,000 to a maximum of \$160,000.
 - 3.7.3. Coverage is effective retroactively to date of loss of active employee coverage, if elected within 31 days of loss of coverage.
 - 3.7.4. Coverage ends on the last day of the month for which premium was paid, upon request for cancellation of coverage, or date of death.
 - 3.7.5. Voluntary Spouse/Domestic Partner Life and/or Child Life under Retiree Life plan is not eligible for AD&D coverage.
- 3.8. Continuation of Coverage: Employees leaving County employment may continue coverage through Vendor billed and administered Portability of Coverage or Conversion to an individual policy.
 - 3.8.1. Conversion or Portability of Coverage must be elected through Vendor within 31 days of loss of coverage.
 - 3.8.2. Coverage ends on the last day of the month for which premium was paid, upon request for cancellation of coverage, or date of death.
- 3.9. Beneficiary Retention: Vendor will provide an online beneficiary system/portal and accept electronic transfer of current beneficiary designations from current Vendor for all groups (active and retiree). Online system/portal shall provide member access to update their beneficiary designations. The County does not maintain beneficiary designations.

SECTION 4 – COVERED MEMBERS

- 4.1. Covered Members eligible for these services include active benefit-eligible employees, retirees and eligible dependents defined as:
 - 4.1.1. Employee is defined as a Part-Time 20 or Full-Time person employed in a position designated as benefit-eligible through the Office of Budget Management.
 - 4.1.2. Spouse* (same or opposite sex)
 - 4.1.3. Registered Domestic Partner* in accordance with the Domestic Partnership Act, Section 16 1/2 156, Broward County Code of Ordinances.
 - *Eligible employees are not permitted to cover each other. Ex-spouses or ex-Domestic Partners may not be covered under any circumstance, even if divorce decree, settlement agreement or other documentation requires an employee to provide coverage for an ex-spouse or ex-Domestic Partner.
 - 4.1.4. Child (biological, stepchild, child of a domestic partner, legally adopted, ward, or child placed in the home for purpose of adoption in accordance with applicable state and federal laws).
 - 4.1.4.1. Coverage Limiting Age for Dependent Children to the end of the calendar year in which the child turns age 26.
 - 4.1.4.2. Child may not be insured as both an employee and a dependent under the County plan.
 - 4.1.4.3. Child may not be insured by more than one employee of the County.
 - 4.1.5. Retiree is defined as a benefit-eligible employee who retires from County employment and is enrolled in Group Life at the time of retirement. Retiree is responsible for paying their premium directly to Vendor.
 - 4.1.5.1.Retiree enrolled in Retiree Life cannot be covered under Active employee life insurance if rehired, or under a spouse employed by the County.
- 4.2. The County defines and determines eligibility for employees and dependents.
- 4.3. ACTIVE AT WORK is defined as Active Work and Actively at Work mean performing the material duties of employee's own occupation at employer's usual place of business. If employee is incapable of Active Work because of sickness, injury, or pregnancy on the day before the scheduled effective date of insurance, or an increase in insurance, the effective of insurance and an increase in insurance will not become effective until the day after one full day of Active Work.
- 4.4. PORTABILITY is if insurance ends due to employment ending, employee may be eligible to buy

portable group insurance coverage for themselves and covered dependents without submitting Evidence of Insurability if applied for within the timeframe designated by the insurance company after employment terminates. If the portability option is chosen by the employee and approved by the vendor, coverage will be under a separate policy offered by the insurance company with different rates. Age and consecutive work period usually apply.

4.5. CONVERSION is if insurance ends due to qualifying event or employment ending, employee may convert coverage to a permanent form of life insurance, i.e. a whole or universal life policy without submitting Evidence of Insurability. Coverage is offered under a separate policy offered by the insurance company with different rates.

4.6. Current enrollment:

Plan	Tier of Coverage	Enrollees
Basic Life & AD&D	Employee Only	6,115
Voluntary Life Insurance (AD&D for Employee only)	Employee Life & AD&D	3,829
	Spouse/Domestic Partner Life	1,498
	Child(ren) Life	1,578
Retiree Life (AD&D for Retiree only)	Retiree Life and AD&D	241
	Spouse/Domestic Partner Life	71
	Child(ren) Life	7
Occupational Assault AD&D Insurance	Mass Transit defined group	1020
Hazardous Occupation Life Insurance	Security Guards and Park Rangers	38

- 4.7. The following are attached as supplemental information:
 - 4.7.1. Census data: Benefit Eligible Employees (Attachment 1), Occupational Assault (Attachment 2), Hazardous Occupation (Attachment 3), and Retiree (Attachment 4).
 - 4.7.2. Experience reports: Incurred Paid Reporting (Attachment 5) and Life Claims Run (Attachment 6)

SECTION 5 – GENERAL INFORMATION AND SPECIFICATIONS

- 5.1. General Information
 - 5.1.1. State of issue is Florida.

Noted.

5.1.2. County will not guarantee a minimum number of participants in any Plan offered. Premium rates shall be honored as negotiated even if there is a substantial change (increase or decrease) in actual enrollment.

Confirmed.

5.1.3. County shall deduct from each enrolled Employee's wages the applicable biweekly premium for 26 pay periods (years with 27 pay periods will not have a 27th deduction) on an after-tax basis based on Plan payroll deduction and remit an Automated Clearing House (ACH) wire transfer as follows:

- 5.1.3.1.Basic Life and AD&D on a monthly basis, at the end of the month based on volume.
- 5.1.3.2. Voluntary Life and AD&D on a bi-weekly payroll basis based on payroll deductions.
- 5.1.3.3. Occupational Assault AD&D and Hazardous Occupation on an annual basis.
- 5.1.3.4. The County retains the right, at all times, to self-bill. The County will remit premium payments based on its records.

NOTE: Currently County does not provide enrollment by employee. County is open to discussion on selected Vendor's requirements.

Our self-administered bill allows customers to manage their own benefits, usually through a Benefits Administration/HRIS platform or Third-Party Administrator (TPA). The estimated bill summarizes the lives, volume and premium due by product and rate. Customers tell us the amount owed and update lives, volumes, and premiums.

Any deviations from our standard self-administered billing and payment process may impact rates and/or result in additional monthly fees.

Customer Responsibilities

- Administer benefits based on plan design and rates.
- Maintain eligibility and enrollment records.
- Accurately calculate coverage amounts and premium due for each line of coverage and employee.
- Summarize and report the number of lives, volume, adjustments and premium paid for each coverage by bill, experience group, benefit and billing line (billing line refers to reporting total lives, volume and premium for each age band or step rate.).

Payment Backup Options

- Update lives and volumes within the employer portal (preferred).
- Email a summary of the lives, volume, adjustments and premium paid for each coverage by bill, experience group, benefit and billing line.

Billing Options

- Electronic (email)
- Mail (paper)

Payment Options

- Online through our employer portal (preferred)
- Check
- ACH/Wire
- Money order

5.1.4. The Vendor shall bill and administer Portability of Coverage option.

Our portability feature allows employees to continue their Group Life Insurance and Accidental Death portion of their AD&D coverage at affordable group rates if they lose coverage for reasons other than illness or injury prior to age 85.

- May elect coverage continuation equal to 50%, 75%, or 100% of the amount of Life insurance that is ending, subject to an overall employee maximum of \$500,000
- Receive a coverage amount that can never be less than \$5,000 and will be reduced by 35% @ 65, 70 and 75 and by 25% at ages 80, 85, 90 and 95 with a coverage end age of 99
- Evidence of Insurability may be required dependent upon the amount that is available to be ported and/or the amount elected.

We do not charge the employer's experience for terminated employees that exercise portability or conversion. Furthermore, death claims resulting from ported policies are not charged back to the employer's experience.

Continuation of spouse and dependent children coverage is also available, subject to maximums of \$50,000 and \$10,000, respectively. Dependent children can only continue coverage under the portability provision if a parent is also eligible and is electing portability.

Portability coverage can continue until the first of the following occurs:

- The insured reaches age 99 (at which time the coverage can be converted to age 120)
- The insured enters active full-time duty in the armed forces (this does not include active-duty training for two months or less)
- The last day for which premium was paid

Portability is not contingent upon the active policy remaining in force after the employee ports his or her coverage.

For those employees who have not already exercised this option, portability would not be available if the group Life policy is terminated.

Portability premiums are based on a specified table at group rates that increase with age. The rates are subject to change, based on the experience of the entire group of people who elect portability coverage. We bill individuals directly on a quarterly basis.

5.1.5. The Vendor shall bill and administer Conversion option.

Our standard Life offering includes a conversion right that allows employees and their covered dependents to convert their coverage to an individual life policy when their group insurance terminates or reduces for any reason. No EOI or initial coverage period is required.

We do not charge client-specific conversion costs. All conversion costs are built into our rates.

5.1.6. The Vendor shall bill and administer premium remittal services for Retiree Continuation of Services option.

When an individual ports their Basic, Supplemental, Dependent Life Insurance the certificate that we issue under our Trust Policy will also include an Accidental Death Benefit feature that will pay an equal sum if the individual dies as the result of a covered accident. The policy certificate will also include an Accelerated Benefit provision for individuals diagnosed with a terminal illness and an age reduction rule that will reduce their coverage by 35% at ages 65, 70, 75; and 25% at ages 80, 85, 90, 95. If ported coverage is applied for after the age of 65, the amount the individual has applied for will be simultaneously reduced to the applicable percentage. However, the reduced amount can be converted. If premium payments continue to be made ported, coverage can remain in effect up to the age of 99.

The benefit allows employees to continue Life coverage (under a separate group portability policy) at affordable group rates even if they change jobs. Employees must be below the age of 85. The amount may be 50%, 75% or 100% of the terminating amount to which portability applies. The ported policy is subject to a \$5,000 minimum and a \$1,000,000 maximum for employees. The spouse maximum is \$50,000 and the child maximum is \$10,000. Dependent children are only eligible to port coverage if a parent ports coverage.

5.2. ADMINISTRATIVE AND RELATED SERVICES

5.2.1. Vendor shall:

5.2.1.1. Provide a premium rate guarantee for the initial term of the Agreement.

The Hartford's proposed rates include a 3-year guarantee.

5.2.1.2. Assume full risk on the Plan effective date for all lives that are insured by the current carrier as of June 30, 2025 with "no actively at work" exclusion (no loss/no gain).

No employee will gain or lose coverage or receive a greater or a lesser benefit due to change in carriers, provided that the employee was eligible for benefits the day before our policy's effective date.

5.2.1.3. Assume full risk for all lives effective on or after the Plan effective date.

Yes. However, if an employee is absent from work on the date our policy becomes effective, coverage will be subject to the Deferred Effective date or the Enhanced Continuity from a Prior Policy provision.

Coverage under the Enhanced Continuity from a prior policy provision:

- Will cover an employee who was covered by the prior carrier on the day before our policy effective date.
- Will extend life coverage for the remaining period of time that the employee would have been covered under prior policy if they had not transitioned to The Hartford.

- Requires that the employee was not terminated from employment and the premium has been paid to The Hartford.
- Premium waiver would not be available under our policy.
- 5.2.1.4. Grandfather all current in-force amounts of life insurance.

We will grandfather all existing insureds and their current amounts as indicated on the census provided during the presale process, as long as they are identified and within the In force/Proposed plan design.

5.2.1.5. Provide an accelerated death benefit with certification of impending death (not to exceed 12 months).

Yes. The Hartford's Accelerated Benefit, also known as the Living Benefit Option, is generous in the industry, without many of the common costs and restrictions. Our Accelerated Benefit allows an employee to receive an accelerated payment of up to 80% of the group Term Life benefit amount when the employee is diagnosed as terminally ill by a physician, to a maximum of \$500,000. The insured must have at least \$10,000 of Group Term Life Insurance coverage and be under the age limit, if any, described in the Certificate of Insurance. The Accelerated Benefit will not be available if the employee has not been actively at work under the policy.

5.2.1.6. Accept court appointed guardians for minor beneficiary designations.

Yes. We require proof of guardianship of the minor's estate in order to pay the benefit to a guardian. At written request of the parent or guardian, we can hold the benefit in an annuity account until the minor reaches majority age. There may also be a review of the Uniform Transfers to Minors' Act (UTMA), if applicable to the claim.

5.2.1.7. Allow employees losing Basic Life and/or Voluntary Life coverage, due to termination and/or reduction in hours, or who are no longer in an eligible class, to continue coverage through Portability of Coverage regardless of period of time covered.

Our portability feature allows employees to continue their Group Life Insurance and Accidental Death portion of their AD&D coverage at affordable group rates if they lose coverage for reasons other than illness or injury prior to age 85.

- May elect coverage continuation equal to 50%, 75%, or 100% of the amount of Life insurance that is ending, subject to an overall employee maximum of \$750,000
- Receive a coverage amount that can never be less than \$5,000 and will be reduced by 35% @ 65, 70 and 75 and by 25% at ages 80, 85, 90 and 95 with a coverage end age of 99
- Evidence of Insurability may be required dependent upon the amount that is available to be ported and/or the amount elected.

We do not charge the employer's experience for terminated employees that exercise portability or conversion. Furthermore, death claims resulting from ported policies are not charged back to the employer's experience.

Continuation of spouse and dependent children coverage is also available, subject to maximums of \$50,000 and \$10,000, respectively. Dependent children can only continue coverage under the portability provision if a parent is also eligible and is electing portability.

Portability coverage can continue until the first of the following occurs:

- The insured reaches age 99 (at which time the coverage can be converted to age 120)
- The insured enters active full-time duty in the armed forces (this does not include active-duty training for two months or less)
- The last day for which premium was paid

Portability is not contingent upon the active policy remaining in force after the employee ports his or her coverage.

For those employees who have not already exercised this option, portability would not be available if the group Life policy is terminated.

Portability premiums are based on a specified table at group rates that increase with age. The rates are subject to change, based on the experience of the entire group of people who elect portability coverage. We bill individuals directly on a quarterly basis.

5.2.1.8. Allow employees losing Basic Life and/or Voluntary Life Coverage, due to termination and/or reduction in hours, or who are no longer in an eligible class, to purchase a Conversion policy regardless of period of time covered.

Yes. Our standard Life offering includes a conversion right that allows employees and their covered dependents to convert their coverage to an individual life policy when their group insurance terminates or reduces for any reason. No EOI or initial coverage period is required.

The amount of coverage that may be converted may vary as follows:

- If an employee has been insured under the Prior Policy or The Hartford's group policy for five years or more and coverage ends because the policy or coverage for an eligible class is terminated, the converted amount may be the lesser of:
 - \$10,000
 - The benefit less any amount of Life insurance for which the employee or dependent may become eligible under any Group Life insurance policy issued or reinstated within 31 days of termination of Group Life coverage.

If coverage ends for any other reason, the full amount of Group Life coverage that is being lost may be converted to an individual life policy.

Scope of Services Group Term Life and Related Insurance

5.2.1.9. Administer and accept applications for Basic Life and Voluntary Life Portability of Coverage, Conversion and Retiree Life insurance within 31 days from loss of coverage (example: termination of employment or reduction in hours) or 15 days from the date the County provided notification, whichever is later. (However, the maximum number of days allowed to purchase a Conversion policy is 90 days from loss of coverage.)

Employees and/or dependents are provided timely notice of the right to convert or port their coverage with a Notice of Conversion and/or Portability Rights (NOCP) form.

After receipt of notification, the employee or dependent requests enrollment information and a quote for conversion and/or portability. Our administrator includes instructions for returning the forms; form submission includes fax and email. Submission of medical evidence of insurability is not required when converting Group Life coverage.

Employees must exercise their right to convert within one of the following three timeframes, whichever is later:

- Within 31 days from date group coverage terminated
- 20 days from date the employer signs the conversion form
- 20 days from date our conversion/portability administrator distributes the conversion form

SECTION 6 – CUSTOMER SERVICE, COMMUNICATIONS, AND TRAINING REQUIREMENTS

- 6.1. Vendor shall:
 - 6.1.1. Provide the County with an account representative who will assist the County in the administration of the insurance Plan, including all necessary and related services, for Members in resolving issues, including but not limited to, claims problems and in any other way requested, related to the Services stated herein.

The Senior Client Relationship Manager handles all customer deliverables and account success. As the single point of accountability, this person will ensure all goals and expectations are met. Upon selection as a finalist, we'll assign a Senior Client Relationship Manager.

- 6.1.2. Meet with County staff, in person or virtually, for an annual Plan review. The Vendor shall provide the following reports:
 - 6.1.2.1. Premium vs. Paid Claims Report
 - 6.1.2.2. Claims by Product and Status
 - 6.1.2.3. Claims and Benefits Paid by Top Diagnostic Categories & Gender
 - 6.1.2.4. Claims and Benefits Paid by Top Admin Units
 - 6.1.2.5. Additional Life Claims and Benefits Paid by Top Admin Units
 - 6.1.2.6. Dependent Life Claims and Benefits Paid by top Admin Units

Yes. The suite of reports is provided on-demand and in most cases, in realtime. The reports give you access to employee claim status and specific employer reports. These reports include, but are not limited to:

- Medical Underwriting Status
- Premium Waiver Status
- Reported and Paid Life Claim

You can access our comprehensive suite of reports via our self-service employer portal, at no additional charge, anytime of any day. The portal provides on-demand reports for now and you can access scheduled reports to view later.

You can view these reports online, download to .pdf or Excel formats on demand or schedule for future review. The reports provide data to help manage your programs. Just select report criteria about specific products, policy numbers, claim types and date ranges.

The data is updated on a nightly basis and the reports will reflect information from the prior day. Many reports provide data on a real-time basis.

When you schedule reports to run (daily, weekly and monthly), you'll get an automated email once the reports are available online.

Please find a copy of our standard sample reporting in the Samples and Attachments section of this proposal.

6.1.3. Provide a customer service call center with a toll-free number for all telephone inquiries during the County's regular business hours, Monday through Friday from 8:00 am to 6:00 pm EST.

Yes. Our Life Call Center's hours of operation are Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time.

If the current wait time for the Life Call Center is greater than 60 seconds, callback messaging will play. The caller may choose to use the callback feature or continue to wait. If they choose a callback, when a representative becomes available the caller's phone will ring back to them with a representative on the line ready to assist.

6.1.4. Provide a customized website/portal for Members to access Plan information, Certificate of Coverage, claim forms, etc.

Yes. We can offer customized forms and other materials for the Administration Kit on our self-service employer portal. We can also co-brand our online evidence of insurability (EOI) tool as well as our enrollment site.

We can create co-branded sites for our employer and employee portal.

The client is also able to request a customized Announcements Box for their users to see on the Employer Portal.

6.1.5. Provide access to an employer portal that allows designated Benefits staff to view and update eligibility, view claims data, run reports, and access Group Life Insurance Policy (employer policy) and Life Insurance Certificate of Coverage (employee policy) and marketing materials.

Employer Portal – The Hartford's Ability Advantage

This secure, password-protected website delivers industry-leading plan, claim and absence administration. We continually work to enhance the site's capabilities, making it more responsive to your needs. Currently, our self-service employer portal provides these services:

- Electronic Billing:
 - Access to online invoices online (paperless billing).
 - Print invoices.
 - Access previous billing statements.
 - Pay premiums online via ACH transfer with your company's financial institution (optional).
 - Set up automatic recurring payments
 - Subscribe to billing email alerts.
- Reports:
 - Custom on-demand reporting using integrated claim and absence data.

- Run status and activity reports by coverage, policy numbers/loss units and date ranges.
- Get results in Excel or PDF formats.
- Medical Underwriting:
 - Real-time information on an employee's underwriting status by name or SSN.
 - Obtain medical underwriting status reports.
- Claims Inquiry:
 - Check employee claim status and history.
 - View Claim Analyst contact information.
 - Find claim payment history and payment recipients.
 - Check claim activity notes online.
- Online Booklets:
 - View booklets-certificates, endorsements and policy/plan document of incorporation.
- Administration Kits:
 - Access frequently used group benefits administration forms.
 - Most forms are interactive, can be filled out online and printed for signature.
 - Only forms that apply to your specific plan will be available.
 - Some forms are available in Spanish.
- Reference Materials:
 - Access our product and general brochures.
 - View links to other websites of interest.
- Contact Us:
 - Online dashboard messaging to connect with our associates.

Note: Clients can mask SSNs on our self-service employer portal. Masked SSNs will only show the last four digits.

6.1.6. Provide a minimum of one person to attend all **annual open enrollment vendor fairs/meetings**, (estimated to be approximately 12 onsite meetings over a two-week period) typically scheduled for October/November each year. Meeting schedule will be set by the County.

Yes. Our Benefit Counselor team is available to support your onsite enrollment events in locations with at least 200 eligible employees. Our team is also available to support your virtual enrollment events, without a minimum threshold on the amount of eligible employees. Our preference is that the Customer is engaged and willing to partner with The Hartford to promote the enrollment events through multi-channels. We are able to provide representatives that can speak Spanish at the meetings.

6.1.7. Provide a minimum of one person to attend all **annual Health Fairs**, (estimated to be approximately 18 onsite meetings over a two-month period) typically scheduled to occur between July and September at various locations. Meeting schedule will be set by the County.

Confirmed.

6.1.8. Provide a minimum of one person to attend all **annual Heart Health Fairs**, (estimated to be approximately 18 onsite meetings over a two-month period) typically scheduled for February and March. Meeting schedule will be set by the County.

Confirmed.

6.1.9. Shall provide County Benefits Manager or designee all nonstandard member communication materials prior to distribution, including flyers, brochures, special notifications, etc. for County's approval.

Yes. While we offer a set of standard written communications that have been rigorously designed for the customer experience, we know that personalizing communications can be an important part of your employees' experience when they need to be away from work. If you have this need, we offer the following in which you can customize written communications. All such changes are included in the services we deliver for your self-insured disability and/or leave programs, at no additional cost.

What Can Be Customized?

- Simple Changes: Modifications of The Hartford's Standard Letters such as preferred reference of "employee" (teammate, associate, member, etc.) or your brand name versus your legal name
- Nuanced Wording: Selective additions or subtractions of Standard Letter language, with consultative support and recommendations provided by us
- Expressing Your Voice: Full content reflecting the voice of your business and reflecting The Hartford as a partner delivering your benefit programs, also with our support and recommendations on content
- Inserted Content: Additional content, up to 4 pages, sharing any of your additional leave programs and/or other benefit programs
- Recognition: Co-branding of letters your logo displayed atop letters along with The Hartford's – your logo on the right corner, The Hartford's on the left (black and white print)

What Can't Be Customized?

- Any new, deleted, or modified content that impacts our service delivery, privacy standards, or decision processes
- Introduction of new data variables content requiring new data to be captured

We will review all content customization to ensure compliance and compatibility with your benefit programs and our ability to deliver services. We will work with you to make changes if we find any concerns. Your signoff on final, customized content will be a key part of a successful implementation.

6.1.10. Provide an in-service training session (virtual or in person) for County benefits staff prior to the inception of the Plan.

Confirmed. We can support annual onsite and virtual events. Our team will work with you to identify the locations that we're able to support based on the number of eligible lives at a site.

We support group meetings and benefit fairs for locations with at least 200 eligible on-site employees. We support virtual meetings and benefit fairs for employers with at least 100 eligible employees.

Benefit Counselor support is available to assist with either online or paper enrollments, as is a call center at no additional cost.

The Hartford offers several videos that help educate employees on the different benefits and features of our products.

- A series of light-hearted employee-facing videos that help empower employees to check the box for voluntary benefits during enrollment.
- A unique and interactive education experience through MyTomorrow[®], providing employees with product education and decision support.
- 6.1.11.Shall exchange data containing protected data (eligibility and payment file transmission, email, media, etc.) between Vendor and County in an encrypted format, which can only be decrypted by the specified recipient.

Confirmed. The Hartford implements many layers of encryption to ensure the confidentiality, integrity and availability of sensitive information. We do not use proprietary encryption algorithms; we only use known and accepted algorithms, such as Advanced Encryption Standard (AES), Triple DES and PGP. Our Group Benefits Claims databases is encrypted-at-rest using Transparent Database Encryption and we fully deployed end node protection disk encryption on our laptop assets across our enterprise.

6.1.12. Update eligibility data within three (3) business days after receipt of such data. Vendor shall notify the County of any issues arising within one (1) business day from the time of the data upload.

Approximately 90% of our eligibility data is updated in the system within two business days of receipt of the file. Every loaded eligibility file generates a report that is emailed to the client, showing either a successful update or any errors. If the error is in our system, we take corrective action immediately and reprocess the file. If the error is in your file, we work together to identify a corrective action and specify a turnaround time for reprocessing the file.

6.1.13. Administer a written appeal process for reconsideration of any denied benefit.

If a claim for benefits is wholly or partially denied, we will furnish a written notice of the decision to the beneficiary and a written explanation to the employer. This written decision will:

- Give the specific reason(s) for the denial
- Make specific reference to the policy provisions on which the denial is based
- Provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary
- Provide an explanation of the appeal procedures

The employee or his/her representative may appeal any denied claim in writing to The Hartford and receive a full and fair review.

Scope of Services Group Term Life and Related Insurance

The claimant may:

- Request a review upon written application within 60 days for a Life claim of receipt of a claim denial
- Review pertinent documents
- Submit issues and comments in writing

An appeals specialist will review and respond to all appeals under any policy insured by The Hartford. Team Leaders review all initial claim denials to ensure their appropriateness and compliance with our standards. Our independent network of Medical Consultants are also available for review and consultation on all claim appeals.

The Hartford will make a decision no more than 60 days for Life claims after receipt of the request for review, except in special circumstances but in no case more than 120 days for Life claims or after the review request is received.

The written decision will include specific references to the policy provisions upon which the decision is based.

6.1.14. Resolve all appeals within 30 days after receipt of completed documentation.

The Hartford will make a decision no more than 60 days for Life claims after receipt of the request for review, except in special circumstances but in no case more than 120 days for Life claims or after the review request is received.

6.1.15. Fulfill, upon expiration or termination of any agreement as a result of this Solicitation, all responsibilities of the Plan year, including but not limited to, the transfer to the County or new provider, all data and records necessary to administer the Plan.

Confirmed.

6.1.16. Furnish an electronic version of the certificates/booklets/policies for the County's Plans.

Confirmed. We provide online access to all policy documents through our employer website. Broward County can provide eligible employees with electronic booklet certificates via your intranet/internet site(s).

6.1.17. Prepare language for amendments to the certificates/booklets/policies due to legislative or other changes.

Confirmed, but please note that any customer-specific customization may not be approved for use or may involve additional charges.

6.1.18. Provide a County-approved Welcome Kit to newly enrolled members within 10 business days after receipt of the enrollment, at Vendor's expense, to include: Plan Summary/Certificate of Coverage and other member information.

Scope of Services Group Term Life and Related Insurance

Confirmed. We provide online access to all policy documents through our employer website. Broward County can provide eligible employees with electronic booklet certificates via your intranet/internet site(s).

6.1.19. Provide a specimen policy that lists any limitations or exclusions of the proposed insurance policy for Group Term Life, Accidental Death & Dismemberment, Hazardous Occupation Insurance and Occupational Assault AD&D Insurance.

Please find the sample policy documents located within the Samples and Attachments section of this proposal.

SECTION 7 – TRANSITION AND IMPLEMENTATION

7.1. Vendor shall provide a transition and implementation plan, inclusive of written weekly project status updates.

Confirmed.

7.1.1. The plan must be transitioned and implemented by a mutually agreed upon date.

Confirmed.

7.1.2. Employees will be provided an option to, but are not required to, make any changes to their current elections during the County's annual open enrollment through PeopleSoft.

Confirmed.

7.1.3. Retirees will have the option to make changes directly through Vendor.

The retirees would contact our Portability and Conversion Administrator to make changes to coverage.

The Hartford, Portability and Conversion Unit, P.O. Box 43786, Cleveland, OH 44143-0786

Fax 440-646-9339 / Phone 877-320-0484

E-mail request to: <u>portabilityandconversions@selmanco.com</u> with "Notice of Continuation of Coverage" in the subject line https://info.selmanco.com/hartfordnocp

7.1.4. Vendor is responsible for mailing new Plan information and billing/payment options to currently enrolled Retirees.

Confirmed. Conversion and portability administration is included in our overall rates. We can manage conversion and/or portability administration for clients who can send us a regular eligibility file feed. We'll determine employees eligible to convert or port coverage and send a file feed directly to our conversion/portability administrator. Our administrator completes the Notice of Conversion and/or Portability Rights (NOCP) form and sends our enrollment form or any other forms that an employee needs to complete for conversion or portability.

Alternatively, the employer/TPA can provide the employee with the NOCP and instructions for sending it to our conversion/portability administrator who obtains necessary information and confirms eligibility.

7.1.5. Any proposed changes to the approved transition timeline or implementation plan must be approved in advance by the County.

Confirmed. Our team partners with our clients to provide the smoothest implementation process possible. However, implementation delays may result from:

- Late or missing data elements for electronic file feeds
- Late or inaccurate information regarding plans and/or services required
- Lack of required signatures on or unsettled negotiations of administrative documents
- Multiple payroll systems
- Unmanaged claims vs. managed claims
- Unidentified disabled, grandfathered, international, union or inactive employees

We create an implementation log and implementation project plan to:

- Track all key information on Broward County's plan
- Record open and closed items for your plan's installation, clearly marking due dates as well as those parties responsible for completing tasks
- Consolidate all information in one place to share with:
 - Your benefit team

- The broker/consultant
- The Hartford's Implementation team

SECTION 8 – ALTERNATE CONTRACT SOURCE

8.1. Other public corporations, entities, or agencies within Broward County, Florida (each, a "Using Entity") may request to utilize the services resulting from this solicitation on the same terms and conditions set forth in the agreement. If County approves, and Vendor accepts the request to utilize the services on the same terms and conditions, the administration of the agreement and services provided to any Using Entity must be governed under a separate agreement between Vendor and such Using Entity. County shall have no obligation or liability to Vendor, any Using Entity, or any third party in connection with the administration of services provided to any Using Entity.

Confirmed.

8.2. Currently there are no Using Entities on the County's Agreement.

Noted.

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT REQUIREMENTS AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION

The completed form should be submitted with the solicitation response. If not submitted with the solicitation response, it must be submitted within three business days after of County's request. Failure to timely submit may result in Vendor being deemed non-responsive.

- a. All Vendors are required to disclose the names and addresses of Affiliated Entities (defined below) of the Vendor's principal(s) over the last five years (from the solicitation opening deadline) that have acted as a prime vendor with the County.
- b. The County will review all Affiliated Entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Development Program, including County Business Enterprise (CBE), Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) goal attainment requirements. "Affiliated Entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the Affiliated Entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

\boxtimes	No	principal	of t	the	proposing	Vendor	has	prior	affiliations	that	meet	the	criteria	defined as	Affiliated
	Ent	ities.													

☐ Principal(s) listed below have prior affiliations that meet the criteria defined as Affiliated Entities.

Principal's Name: Click or tap here to enter text.

Names and addresses of Affiliated Entities: Click or tap here to enter text.

Principal's Name: Click or tap here to enter text.

Names and addresses of Affiliated Entities: Click or tap here to enter text.

Principal's Name: Click or tap here to enter text.

Names and addresses of Affiliated Entities: Click or tap here to enter text.

Vendor Name: Hartford Life and Accident Insurance Company

Signature: Darren K. Goddard

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Printed Name: Darren K. Goddard

Signed by:

Title: Assistant Vice President, Operations

Date: January 16, 2025

Form Date 9/9/24

DOMESTIC PARTNERSHIP ACT CERTIFICATION

REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

Refer to applicable section below. Failure to submit this form by stated timeframes may deem the Vendor nonresponsive to the solicitation *or* ineligible for the Domestic Partnership tiebreaker, as applicable.

Domestic Partnership Responsiveness Requirement (Refer to Instructions to Vendors, if applicable)

This completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed non-responsive for failure to fully comply within stated timeframes.

Domestic Partnership Tiebreaker (Refer to Instructions to Vendors, if applicable)

To be eligible for the Domestic Partnership tiebreaker, the Vendor must currently offer the Domestic Partnership benefit and the completed form must be returned at the time of solicitation submittal. Vendors who fail to comply with this submittal deadline will not be eligible for the Domestic Partnership tiebreaker.

The <u>Domestic Partnership Act</u>, <u>Sections 16½- 150 through 16½-165</u>, Broward County Code of Ordinances (the "Act") requires any Vendor contracting to provide goods or services to the County in an amount over \$100,000 to provide benefits to registered domestic partners of its employees on the same basis as the Vendor provides benefits to its employees' spouses, with certain exceptions as provided by the Act.

For all submittals over \$100,000, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16%-157, Broward County Code of Ordinances, and certifies the following: (check only one below)

M	provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
	The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
	The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
	The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: (check only one below).
	☐ The Vendor employs less than five (5) employees.
	☐ The Vendor does not provide benefits to employees' spouses.
	\square The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
	☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.

DOMESTIC PARTNERSHIP ACT CERTIFICATION

REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

The Vendor provides an employee the cash equivalent of benefits. (Attach a notarized affidavitir compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or the State of Florida. (State the law, statute or regulation and attach explanation of its applicability).

Vendor Name: Hartford Life and Accident Insurance Company

Signature:

Darren K. Goddard

Printed Name: Darren K. Goddard

Title: Assistant Vice President, Operations

Date: January 16, 2025

Form Date 9/9/24

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

The completed form should be submitted with the solicitation response but must be submitted within three business days after County's request. The Vendor may be deemed nonresponsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed nonresponsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under the <u>Broward County Lobbyist Registration Act, Sections 1-260 through 1-262</u>, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

\boxtimes	It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if
	retained after the solicitation, the County will be promptly notified.

☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Sections 1-260 through 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist: N/A	Name of Lobbyist: N/A
Lobbyist's Firm: N/A	Lobbyist's Firm: N/A
Phone: N/A	Phone: N/A
E-mail: N/A	E-mail: N/A

Vendor Name: Hartford Life and Accident Insurance Company

Signature: Darren K. Goddard

C49A793A415C402...

Printed Name: Darren K. Goddard

Title: Assistant Vice President, Operations

Date: January 16, 2025

Form Date 9/9/24

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days after County's request. Vendor may be deemed nonresponsive for failure to fully comply within the stated timeframes.

- A. The Vendor must submit a listing of all subcontractors, subconsultants, and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts, in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non- certified firm is a firm that is not listed as a firm for attainment of participation goals (e.g., County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants, or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the listed subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s), or any other related companies, have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in electric bidding system.

1. Subcontracted Firm's Name: None. We do not intend to use any subcontractors; however, if we decide to do so in the future, we will make every effort to notify Broward County Board of County Commissioners beforehand. The term "subcontractor" shall not include vendors hired by The Hartford to provide services across The Hartford's book of business.

Subcontracted Firm's Address: N/A

Subcontracted Firm's Telephone Number: N/A

Contact Person's Name and Position: N/A

Contact Person's E-mail: N/A

Type of Work/Supplies Provided: N/A

2. Subcontracted Firm's Name: N/A

Subcontracted Firm's Address: N/A

Subcontracted Firm's Telephone Number: N/A

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT

Contact Person's Name and Position: N/A

Contact Person's E-mail: N/A

Type of Work/Supplies Provided: N/A

3. Subcontracted Firm's Name: N/A

Subcontracted Firm's Address: N/A

Subcontracted Firm's Telephone Number: N/A

Contact Person's Name and Position: N/A

Contact Person's E-mail: N/A

Type of Work/Supplies Provided: N/A

4. Subcontracted Firm's Name: N/A

Subcontracted Firm's Address: N/A

Subcontracted Firm's Telephone Number: N/A

Contact Person's Name and Position: N/A

Contact Person's E-mail: N/A

Type of Work/Supplies Provided: N/A

By signature below, I certify on behalf of the Vendor that the information stated above is true and correct to the best of my knowledge.

Vendor Name: Hartford Life and Accident Insurance Company

Signature: Darren K. Goddard

Printed Name: Darren K. Goddard

Title: Assistant Vice President, Operations

Date: January 16, 2025

Form Date 9/9/24

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION

The completed form should be returned with the Vendor's submittal. If not provided with the submittal, Vendor must submit the form within three business days after County's request. Vendor may be deemed nonresponsive for failure to fully comply within the stated timeframe.

<u>Section 26-125(d)</u> of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract in the amount of \$100,000 or more with Broward County shall certify:

- A. Vendor has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.
- B. This requirement shall apply only to positions located within the United States that will foreseeably perform work under a contract with Broward County.
- C. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law.
- D. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d) of the Broward County Code of Ordinances and certifies the following: (check only one box below).

- Vendor certifies that, for positions located within the United States that will foreseeably perform work under a contract with Broward County, it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.
- □ Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

Vendor Name: Hartford Life and Accident Insurance Company

Signature: 1

Darren K. Goddard

Printed Name: Darren K. Goddard

Signed by:

Title: Assistant Vice President, Operations

Date: January 16, 2025

Form Date 9/9/24

The completed form, including standard certifications, should be submitted with the solicitation response. If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be labeled to match the question number.

If not submitted with solicitation response, it must be submitted within three business days after County's written request. Failure to timely submit may affect Vendor's evaluation.

- 1. Legal business name: Hartford Life and Accident Insurance Company
- 2. Doing Business As/Fictitious Name (if applicable): The Hartford
- 3. Federal Employer I.D. No. (FEIN): 06-0838648
- 4. Dun and Bradstreet No.: 151180270
- 5. Website address (if applicable): www.thehartford.com
- 6. Principal place of business address: One Hartford Plaza, Hartford, CT 06155
- 7. Office location responsible for this project: **Tampa, FL**
- 8. Telephone No.: **813-207-2168** Fax No.: **N/A**
- 9. Generic e-mail for purchase orders: gbdcustomerservice@thehartford.com
 (Broward County auto distributes purchase orders; to ensure Vendor receives purchase orders, a company accessible e-mail address is suggested.)
- 10. Type of business (check appropriate box):

\boxtimes	Corporation	(specify the state	of incorporation)	Click or	tap here to	enter text.
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- ☐ Sole ProprietorClick or tap here to enter text.
- ☐ Limited Liability Company (LLC)
- ☐ Limited Partnership Click or tap here to enter text.
- ☐ General Partnership
- ☐ Other Specify: Click or tap here to enter text.
- 11. Authorized Contact(s):

Name: TJ Fotiathis	Name: Click or tap here to enter text.	
Title: Regional Account Executive	Title: Click or tap here to enter text.	
E-mail: thomas.fotiathis@thehartford.com	E-mail: Click or tap here to enter text.	
Telephone No.: 813-207-2168	Telephone No.: Click or tap here to enter text.	

12. List name and title of each principal, owner, officer, and majority shareholder:

a)	BlackRock, Inc (10%)	d)	Click or tap here to enter text.
b)	The Vanguard Group (12.89%)	e)	Click or tap here to enter text.
c)	State Street Corporation (5.56%)	f)	Click or tap here to enter text.

For Questions 13 – 19, if any answer is "Yes", specify details in an attached written response with submittal; each response should be labeled to match the question number.

13.	Is Vendor or any of its principals or officers currently a principal or officer of another organization? ☑ Yes □ No			
14.	Has Vendor, or any of its principals, officers, or predecessor organization(s), been debarred or suspended by any government entity within the last three years? \square Yes \boxtimes No			
15.	Has Vendor ever failed to complete any services and/or delivery of products during the last three years? ☐ Yes ☐ No			
16.	Have any voluntary or involuntary bankruptcy petitions been filed by or against Vendor, its parent or subsidiaries or predecessor organizations during the last three years? ☐ Yes ☐ No			
17.	Has Vendor's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to Vendor's or its predecessor's sureties during the last three years? ☐ Yes ☐ No			
18.	Has Vendor ever failed to complete any services and/or delivery of products during the last three years? \square Yes \square No			
19.	Has Vendor been terminated from a contract within the last three years? ☐ Yes ☐ No			
20.	Participation in Solicitation Development: By submission of this solicitation response, the Vendor certifies as follows (select one):			
	☑ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation.			
	☐ I have provided information regarding the specifications and/or products listed in this solicitation. If this box is checked, provide the following:			
	Name of Person the information was provided to: Click or tap here to enter text. Title: Click or tap here to enter text. Date information provided: Click or tap here to enter text.			
	For what purpose was the information provided? Click or tap here to enter text.			

Standard Certifications:

Drug-Free Workplace Certification

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program.

The Vendor hereby certifies that: (check box)

☐ The Vendor hereby certifies that it has established a drug free workplace program in accordance with the

requirements of <u>Section 1-71</u>, et. <u>Seq.</u>, of the <u>Broward County Code of Ordinances</u> (Procurement From Businesses With Drug-Free Workplace Program).

Non-Collusion Certification

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

\boxtimes	The Vendor certifies that this offer is made independently and free from collusion; or
	The Vendor is disclosing names of officers or employees who have a material interest in this procurement
	and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- ☑ The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- ☑ The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and

If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in this Vendor Questionnaire and Standard Certifications is true and correct*:

Vendor Name: Hartford Life and Accident Insurance Company

Signature: Darren K. Goddard

C49A793A415C402...

Printed Name: Darren K. Goddard

Title: Assistant Vice President, Operations

Date: January 28, 2025

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to PART XI of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

LOCATION CERTIFICATION REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

To Be Eligible for Local Preference: (refer to Instructions to Vendors if applicable to the solicitation)

The Vendor should submit this fully completed form and all Required Supporting Documentation (as indicated below) by solicitation end date. If not provided with submittal, the Vendor must submit within three business days after County's written request. Failure to submit required forms or information by stated timeframes may deem the Vendor ineligible for local preference or points for location.

To be eligible for the 'Location' tiebreaker: (refer to Instructions to Vendors if applicable to the solicitation)

The Vendor must submit this fully completed form *and* a copy of its Broward County local business tax receipt by solicitation end date. Vendors who fail to comply with this submittal deadline *will not* be eligible for the location tiebreaker.

Broward County <u>Code of Ordinances, Section 1-74</u>, et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the <u>Broward County Procurement Code</u> provides location as the first tiebreaker criteria. The undersigned Vendor hereby certifies that (check the box for only one option below):

- ☐ Option 1: The Vendor is a Local Business, but does not qualify as a Locally Based Business or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:
 - A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exemptfrom business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

If Option 1 selected, indicate Local Business Location:

Street Address: Click or tap here to enter text. City, State, Zip: Click or tap here to enter text.

- Option 2: The Vendor is both a Local Business and a Locally Based Business as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:
 - A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitationwas advertised),
 - i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County(unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iV. from which the Vendor operates and performs on a day-to-day basisbusiness that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location").
 - B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if

LOCATION CERTIFICATION

REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;

- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is ____%.

If Option 2 selected, indicate **Local Business Location**:

Street Address: Click or tap here to enter text. City, State, Zip: Click or tap here to enter text.

- Option 3: The Vendor is both a Local Business and a Locally Based Subsidiary as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:
 - A. The Vendor has continuously maintained:
 - i. for at least the one (1) year period immediately preceding the bid posting date(i.e., the date on which the solicitation was advertised),
 - ii. a physical business address located within the limits of Broward County, listedon the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - iii. in an area zoned for the conduct of such business,
 - iv. that the Vendor owns or has the legal right to use, and
 - V. from which the Vendor operates and performs on a day-to-day basis businessthat is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").
 - B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
 - C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
 - D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
 - E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is ______%.

If Option 3 selected, indicate **Local Business Location**:

Street Address: Click or tap here to enter text. City, State, Zip: Click or tap here to enter text.

LOCATION CERTIFICATION REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

Re	quired S	upporting Documentation (in addition to this form):
×	-	5: Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each termed by Section 1-74, Broward County Code of Ordinances.
		If Option 4 selected, indicate the Local Business Location(s) on separate sheet.
		% of the total equity interests in the joint venture.
	C.	The proportion of equity interests in the joint venture owned by Locally Based Subsidiary(ies) (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is
		Locally Based Business must comply with all of the requirements stated in Option 2) is% of the total equity interests in thejoint venture; and/or
	В.	The proportion of equity interests in the joint venture owned by Locally Based Business(es) (each
		Business must comply with all of the requirements stated in Option 1) is% of the total equity interests in the joint venture; and/or
		The proportion of equity interests in the joint venture owned by Local Business(es) (each Loca
	certifie	
		planks with percentage equity interest or list "N/A" if section does not apply. The Vendor further
	•	ally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances.

Option 1 or 2 (Local Business or Locally Based Business)

1. Broward County local business tax receipt.

Option 3 (Locally Based Subsidiary)

- 1. Broward County local business tax receipt.
- 2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities.

Option 4 (**joint venture** composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

- 1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
- 2. Executed joint venture agreement if the Vendor is a joint venture.
- 3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

If requested by County (any option):

- 1. Written proof of the Vendor's ownership or right to use the real property at the Local Business Location.
- 2. Additional documentation relating to the parent entities of the Vendor.
- 3. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement.
- 4. Any other documentation requested by County regarding the location from which theactivities of the Vendor are directed, controlled, and coordinated.

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Locations listed above, if any (or another qualifying Local Business Location within Broward County), for the duration of the contract term, including any renewals or extensions.

LOCATION CERTIFICATION REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doingbusiness with Broward County as authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this form was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

Vendor Name: Hartford Life and Accident Insurance Company

Darren K. Goddard Signature:

C49A793A415C402. Printed Name: Darren K. Goddard

Title: Assistant Vice President, Operations

Date: January 16, 2025

FOREIGN COUNTRY OF CONCERN ATTESTATION

(for Contracts giving access to an individual's personal identifying information)

The completed form should be returned with the Vendor's submittal. If not provided with the submittal, Vendor must submit the form(s) within three business days after County's request and no later than entering, renewing, or extending, a contract with Broward County. Vendor may be deemed nonresponsive for failure to fully comply within the stated timeframe.

Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Vendor is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Vendor Name: Hartford Life and Accident Insurance Company

Signature: Darren K. Goddard

Printed Name: Darren K. Goddard

Title: Assistant Vice President, Operations

Date: January 16, 2025

AGREEMENT EXCEPTIONS REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, REQUEST FOR LETTER OF INTEREST

The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below any and all exceptions it takes to the contract terms and conditions stated in the solicitation, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

	The Vendor takes no exceptions to the contract terms and conditions stated in the solicitation.
×	The Vendor takes the following exceptions to the contract terms and conditions stated in the solicitation: (use additional forms as needed; separately identify each article/section number)

AGREEMENT EXCEPTIONS REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, REQUEST FOR LETTER OF INTEREST

Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and conditions	Provide brief justification for proposed modifications
Conditions Article 1. Definitions/ Section 1.18	1.18. Subcontractor means an entity or individual, including subconsultants, providing Services to County through Provider, regardless of tier; however, the term "subcontractor" shall not include vendors hired by The Hartford to provide services across The Hartford's book of business.	The Hartford can agree to the terms in 1.18 with the addition of language in green.
Standard Terms and Conditions Article 6. Performance	6.3. Retention Invoices. If, after receipt and review of all quarterly and annual performance reports provided by Provider as required by Section 6.1 and described in Exhibit C, County, through its Contract Administrator, finds that Provider has failed at any time to meet one or more Performance Measures, County will submit a written invoice to Provider detailing the alleged Performance Measure failure(s); the applicable date(s) of such failure(s); and the total amount of deductions attributable to such failure(s) due County in accordance with Exhibit C. Unless Provider files an appeal in strict accordance with the requirements of Section 6.4, Provider must pay County the amount set forth in the invoice within twenty (20) days after the date of County's invoice. If no such appeal is filed and Provider fails to timely pay the invoice, the disputes resolution process identified in the Policy or contract will commence. The parties may remove the matter to a court of competent jurisdiction once the disputes process has resolved invoice. This section shall survive the expiration or earlier termination of this Agreement.	The Hartford can agree to the terms in 6.3 with the addition of language in green.

6.4. Appeal. Provider may appeal County's written invoice for Provider's failure to meet Performance Measures. Provider may appeal County's written invoice for Provider's failure to meet Performance Measures within ten (10) days after the date of the invoice. The appeal must be in writing to the Purchasing Director and must state the reasons why the deductions should be reduced or not assessed. If the appeal is not resolved by mutual agreement, the Purchasing Director shall promptly issue a decision in writing after consulting with the Office of the County Standard Terms and Conditions Article 6. The Hartford can agree to the terms in Attorney, stating the reasons for the action taken. 6.4 with the with the removal of **Performance** If the Purchasing Director finds that Provider failed to language in blue and the addition of Measures/ Section language in green. neet the identified Performance Measure(s), County hall deduct the amount set forth in the invoice from County's next premium payment. The parties may remove the matter to a court of competent urisdiction once the disputes process has resolved. This section shall survive the expiration or earlier termination of this Agreement.

6.4

AGREEMENT EXCEPTIONS REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, REQUEST FOR LETTER OF INTEREST

Standard Terms and Conditions Article 7. Representations and Warranties/ Section 7.16	7.16. Breach of Representations. Provider acknowledges that County is materially relying on the representations, warranties, and certifications of Provider stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Provider; Provider and (c) set of from any amounts due Provider the full amount of any damage incurred; and (d) debarment of Provider.	The Hartford can agree to the terms in 7.16 with the removal of language in blue.
Standard Terms and Conditions Article 8. Indemnification	Provider shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Provider, or any intentional, reckless, or negligent act or omission of Provider, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Provider shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Provider under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.	Deleted the language in blue as The Hartford does not agree to the unilateral application of set-off but may negotiate performance guarantees. The Hartford can agree to the terms in Article 8. with the removal of language in blue.

10.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Provider. Provider acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Provider of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Provider shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall he e no further obligation to pay Provider for Services under this Agreement in accordance with the terms of the Policy and/or contract.	The Hartford can agree to the terms in Article 10.2 with the removal of language in blue and addition of language in green.
Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Provider. Provider acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Provider of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Provider shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall ha e no further obligation to pay Provider for Services under this Agreement in accordance with the terms of the	The Hartford can agree to the terms in Article 10.2 with the removal of language in blue and addition of
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days advance written notice to Provider. Provider acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Provider of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Provider shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall he e no further obligation to pay Provider for Services under this Agreement in accordance with the terms of the	The Hartford can agree to the terms in Article 10.2 with the removal of language in blue and addition of
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further obligation to pay Provider for Services under this Agreement in accordance with the terms of the	
this Agreement in accordance with the terms of the	
Policy and/or contract.	
	The Hartford can agree to the terms in Article 12.2 with the removal of
	language in blue.
	language in blue.
	The Hartford is unable to grant any
12.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Provider in connection with performing Ser ices, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Provider hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Provider to the Contract Administrator within seen (7) days after expiration or termination. Any compensation due to Provider may be withheld until all Documents and Work are received as provided in this Agreement. Provider shall ensure that the requirements of this section are included in all Provider's agreements with Subcontractor(s).	one customer ownership of its documentation or services. However, The Hartford will grant the County license to use The Hartford's intellectual property contained in any deliverables provided to the County while The Hartford is providing insurance Services to the County. All deliverables discovered, created or developed by Contractor under this
12.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied upon the parties' execution of a mutually agreeable audit confidentiality agreement within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;	The Hartford can agree to the terms in Article 12.3.2 with the removal of language in blue and addition of language in green.
	reports, photographs, surveys, documents, materials, data, or other work created by Provider in connection with performing Ser ices, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Provider hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Provider to the Contract Administrator within seen (7) days after expiration or termination. Any compensation due to Provider may be withheld until all Documents and Work are received as provided in this Agreement. Provider shall ensure that the requirements of this section are included in all Provider's agreements with Subcontractor(s). 12.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied upon the parties' execution of a mutually agreeable audit confidentiality agreement within a reasonable time and at a cost that does not exceed that provided in

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	12.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the Ser ices. If Provider transfers the records to County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains the public records, Provider shall meet all requirements of Applicable Law for retaining public records. All records stored	Noted. The Hartford will own all records and customer information derived from insurance transactions and as required by applicable law. Upon termination of the insurance contract and to the extent permitted by applicable law, The Hartford will transfer to the new insurance carrier necessary records and information not proprietary to The Hartford. We will work with you to establish a timeframe for the orderly transfer of files to the new carrier. The Hartford may retain a copy of confidential data as required by auditors, reinsurers or regulators or to comply with any federal, state or local requirements governing the retention of records
	electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.	and materials. Confidential data that was transmitted, read or stored electronically cannot be deleted from The Hartford's computer systems or equipment. It is The Hartford's policy to take commercially reasonable steps to maintain the confidentiality of such confidential data. Such steps shall be no less rigorous than those used to protect The Hartford's own similar information.
Standard Terms and Conditions Article 12. Miscellaneous/ Section 12.4	12.4. Audit Rights and Retention of Records.	Audits may be conducted upon the parties' execution of a mutually agreeable audit confidentiality agreement subject to The Hartford's security and confidentiality policies, and once The Hartford has received signed authorizations from claimants and beneficiaries if confidential claim information is in scope for the audit.
	12.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting and Hartford's internal affiliates, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.	The Hartford can agree to the terms in 12.10 with the addition of language in green.

Standard Terms and Conditions Article 12. Miscellaneous/ Section 12.17	12.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall pre ail and be given effect. However, when the insurance coverage is in effect, the terms and	The Hartford can agree to the terms in 12.17 with the addition of language in
Exhibit E/	conditions of our insurance contract, a document that is filed with the state department of insurance, must prevail and control our relationship with the Policyholder and its insureds. Under applicable insurance law, the insurance contract must constitute the entire contract of insurance.	green.
Section 3. Data and Privacy	3. Data and Privacy Data and Privacy. To the extent applicable to the Ser ices being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171 and Chapter 119, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification or cybersecurity incident information (as defined by Florida Statutes Sections 501.171, 817.568, or 817.5685, or Chapter 119, as amended) that Contractor may receive or otherwise ha e access to in connection with this Agreement, unless expressly authorized in advance by County or where permitted or required by law in connection with insurance operations. If applicable and requested by County, and in accordance to Contractor's records retention policy Contractor shall ensure that all hard dries or other storage devices and media that contained County Data ha e been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M or NIST 800-88, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.	The Hartford can agree to the terms in Exhibit E, Section 3 with the addition of language in green and removal of language in blue.

Exhibit E/	4. Cybersecurity Incidents			
Section 4.	Cybersecurity Incidents. Contractor shall report any			
Cybersecurity	cybersecurity incident or random incident (as those			
Incidents	terms are defined in Section 282.0041, Florida			
	Statutes) both requiring notice under applicable data			
	breach notification laws and impacting or relating to			
	County Data (including but not limited to servers or			
	fail-o er servers) to County, including the details			
	required by Section 282.3185(5)(a), in sufficient time			
	to reasonably permit County to timely comply with			
	any required reporting under Section 282.3185(b)			
	and no later than twenty four (24) hours five (5)	The Hartford can agree to the terms in		
	, , , , , , , , , , , , , , , , , , , ,	Exhibit E, Section 4 with the addition		
	business days after becoming aware of such breach	of language in green and removal of		
	(or such shorter time period as may be required	language in blue.		
	under applicable law), unless an extension is granted			
	by County's CIO. Contractor shall pro ide County with			
	a detailed incident report within five (5) business			
	days after becoming aware of the breach, including			
	remedial measures instituted and any law			
	enforcement involvement. Contractor shall fully			
	cooperate with County on incident response,			
	forensics, and investigations into Contractor's			
	infrastructure as it relates to any County Data or			
	County applications.			
Exhibit E/				
Section 5.	5.1.1. Contractor shall ensure adequate			
Managed or	background checks ha e been performed on any			
Professional	personnel having access to County Confidential	Background checks are performed at		
Services, 5.1.1	Information. Contractor shall not knowingly allow	the time of hire. The Hartford will		
	convicted felons or other persons deemed by	make every effort to notify the		
	Contractor to be a security risk to access County	County regarding any change to the Account Manager team; however, this		
	Confidential Data. Contractor shall immediately	may not be possible in every		
	notify County of any terminations or separations	circumstance. The Hartford retains		
	of Contractor's employees who performed Ser ices	ultimate responsibility for its		
	under the Agreement and who had access to	personnel decisions.		
	County Confidential Information or the County			
	network.			
Exhibit E/				
Section 5.	5.1.2. Contractor shall not release County Data or			
Managed or	copies of County Data without the advance written			
Professional	consent of County or where permitted or required by			
Services, 5.1.2	law in connection with insurance operations. If	The Hartford can agree to the terms		
	Contractor will be transmitting County Data,	in Exhibit E, Section 5.1.2 with the		
	Contractor agrees that it will only transmit or	addition of language in green.		
	exchange County Data via a secure method, including			
	HTTPS, SFTP, or another method approved by			
	County's CIO.			
	county 5 cio.			

Exhibit E/ Section 6. System and Organization Controls (SOC) Report	6. System and Organization Controls (SOC) Report System and Organization Controls (SOC) Report. If requested by County, and upon the parties' execution of a mutually agreeable audit confidentiality agreement subject to Contractor's security and confidentiality policies, Contractor must pro ide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that pro ides the applicable ser ices comprising the system, inclusive of all fie Trust Ser ice Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), or a sworn declaration certifying Contractor has obtained the referenced SOC 2 Type II Report and listing all complementary user entity controls (CEUCs) identified therein, prior to commencement of the Agreement and on an annual basis during the Agreement, unless this requirement is waived or substitute documentation is accepted in writing by the County's CIO or designee.	The Hartford can agree to the terms in Exhibit E, Section 6 with the addition of language in green and removal of language in blue
Exhibit E/ Section 9. Payment Card Industry (PCI) Compliance	Exhibit E/ Section 9. Payment Card Industry (PCI) Compliance	Not applicable.

Exhibit E/ Section		The Hartford can agree to the terms	
10. HIPAA		in Exhibit E, Section 10 with the	
10. HIPAA Compliance	10. HIPAA Compliance HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at www. roward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall sur i e the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.	=	
Exhibit F/ Service Level Agreement	Exhibit F/ Service Level Agreement	http://www.thehartford.com/custo mer-privacy-notice. Exhibit F Service Level Agreement by principle is not applicable to group benefits services. Edits made reflect this understanding. Our premiums and fees are tied to insurance and other services provided. There are no separate or additional charges for access to our portals and other technology provided. Our portals are enabled for high availability and responsiveness. Service issues are tracked by the Customer Relationship Manager (CRM) and team. Satisfaction with delivery is reflected in overall survey results and Performance Guarantees.	

Exhibit F/ Service Level Agreement	Exhibit F/ Service Level Agreement	We cannot agree to the SLAs / Service Level Agreements as we do not offer SaaS or Cloud Services. Our premiums and fees are tied to insurance and other services provided. There are no separate or additional charges for access to our portals. Our portals are enabled for high availability and responsiveness. Service issues are tracked by the Customer Relationship Manager (CRM) and team.	
		Satisfaction with delivery is reflected in overall survey results and Performance Guarantees.	
Exhibit F/ Service Level Agreement, page 34 of 44	In connection with all Services provided to County under the applicable contract (the "Agreement"), Contractor shall, at no additional cost to County, meet or exceed the requirements set forth in this Ser ice Level Agreement ("SLA") for the duration of the Agreement. The standards set forth herein are intended to reflect the current industry best practices. for the Contractor Platform provided by Contractor under this Agreement. If and to the extent industry best practices evolve to impose higher standards than set forth herein, this SLA shall be deemed to impose the new, higher standards upon Contractor. Contractor shall promptly notify County in writing of any material change to its compliance with these standards. Any approval required by County under this SLA may be issued in writing by the Contract Administrator or the Broward County Chief Information Officer ("CIO").	The Hartford can agree to the terms in Exhibit F with the removal of language in blue.	
Exhibit F Service Level Agreement/ Section 2.1.2	2.1.2. Contractor shall ensure that its ser ice Providers, Subcontractors, and any third parties, including any data hosting Providers, performing any Ser ices related to this Agreement shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific compliance with any such term or condition. Contractor shall pro ide County with a list of any such ser ice Providers, Subcontractors or other third parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.	The Hartford can agree to the terms in Exhibit F with the removal of language in blue.	
Exhibit F Service Level Agreement/ Section 2.1.3	2.1.3. If a new or unanticipated <u>critical</u> vulnerability to the Contractor Platform is discovered by either County or Contractor, or if existing technical controls ha e ceased to function properly, the discovering party shall <u>immediately</u> <u>promptly</u> notify the other party.	The Hartford can agree to the terms in Exhibit F with the removal of language in blue and addition of language in green.	

Exhibit F Service Level Agreement/ Section 2.1.4	2.1.4. When technically feasible, for all software used, furnished, or supported under the Agreement, Contractor shall review such software to find and remediate security vulnerabilities during initial implementation and upon any significant modifications and updates to same using a risk-based approach.	The Hartford can agree to the terms in Exhibit F with the addition of language in green.		
Exhibit F Service Level Agreement/ Section 2.1.5	2.1.5. Contractor must mitigate critical or high-risk vulnerabilities (as defined by Common Vulnerability and Exposures scoring system) to the Contractor Platform within 30 days after patch release using a risk-based approach or as define by Contactor's vulnerability management program. If Contractor is unable to apply a patch to remedy the vulnerability, Contractor must address promptly notify County of proposed and take mitigation steps to be taken and develop and implement an appropriate timeline for resolution.	The Hartford can agree to the terms in Exhibit F with the removal of language in blue and addition of language in green.		
Exhibit F Service Level Agreement/ Section 2.2.1	2.2.1. Prior to the Effective Date of the Agreement, and at least once annually and upon request for the duration of this Agreement, and upon the parties' execution of a mutually agreeable audit confidentiality agreement subject to Contractor's security and confidentiality policies, Contractor shall pro ide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II, Report for Contractor's Organization or application, as well as any third party that pro ide hosting, SaaS, or data storage ser ices for the Contractor Platform, inclusive of all fie Trust Ser ice Principles (Security, Availability, Processing Integrity, Confidentiality, and/or Privacy), unless the County's Chief Information Officer in their sole discretion approves other documentation of appropriate security controls implemented by Contractor. If the audit opinion in the SOC 2, Type II report is qualified in any way, Contractor shall pro ide sufficient documentation to demonstrate remediation of the issue(s) to the reasonable satisfaction of the County's Chief Information Officer.	The Hartford can agree to the terms in Exhibit F with the removal of language in blue and addition of language in green.		
Exhibit F Service Level Agreement/ Section 2.2.2	2.2.2. Contractor shall maintain industry best practices for data privacy, security, and recovery measures, including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Upon request by County, Contractor shall pro-ide documentation of such procedures and practices to County. Contractor shall utilize industry standard security measures to safeguard against unauthorized access to the Contractor Platform.	Our internal procedures are not disclosed. The Hartford group benefits invests in an annual SOC2 Type II to provide to clients to demonstrate such procedures and practices are in place. The Hartford can agree to the terms in Exhibit F with the removal of language in blue.		

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Exhibit F Service Level Agreement/ Section 2.2.3	2.2.3. Contractor shall utilize anti virus protection software, updated and currently supported operating systems, firmware, third party and open source application patches, and firewalls to protect against unauthorized access to the Contractor Platform. Contractor shall conduct penetration testing internally and externally at least annually and after any significant infrastructure or application upgrade or modification to the Contractor Platform. Upon request, pro ide a letter attesting that Contractor performed the penetration testing. and findings, if any, were remediated.	The Hartford can agree to the terms in Exhibit F with the removal of language in blue.
Exhibit F Service Level Agreement/ Section 2.5.1	2.5.1. Contractor shall report any cybersecurity incident or random incident (as those terms are defined in Section 282.0041, Florida Statutes) both requiring notice under applicable data breach notification laws and impacting or relating to County Data (including but not limited to servers or fail-o er servers) to County, including the details required by Section 282.3185(5)(a), in sufficient time to reasonably permit County to timely comply with any required reporting under Section 282.3185(b) and no later than twenty four (24) hours five (5) business days after becoming aware of such breach (or such shorter time period as may be required under applicable law), unless an extension is granted by County's CIO. Contractor shall pro ide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications.	The Hartford can agree to the terms in Exhibit F with the removal of language in blue and addition of language in green.
Exhibit F Service Level Agreement/ Section 2.5.2	2.5.2. Prior to the Effective Date of this Agreement, Contractor shall pro ide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with cybersecurity incidents. Upon request by County, Contractor shall deli er to County in electronic form the website application of County activity such as logs of visits and user logins and logoffs by or on behalf of County on the Contractor Platform. County may, at its sole discretion, terminate all access to the Contractor Platform.	The Hartford can agree to the terms in Exhibit F with the removal of language in blue and addition of language in green.

Exhibit F Service
Level Agreement/
Section 2.6.1

2.6.1. Contractor shall maintain controls that ensure logical separation of County Data from non-County data. Contractor agrees to pro ide at a minimum Advanced Encryption Standard 256-bit encryption ("AES-256") or current industry security standards (or whichever is higher) for all County Data that includes employee information, financial information, social security numbers, bank account numbers, username with passwords or security questions, cardholder data, or any other protected data such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII"), and any other data as may be directed by County, and on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality le el. Contractor shall also ensure that the encryption key(s) are not stored with the encrypted data and are secured by a Hardware Security Module ("HSM"). Contractor shall immediately notify County of any compromise of any encryption key. Contractor shall provide a copy of County's encryption key(s) at County's request. Contractor shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data

The Hartford can agree to the terms in Exhibit F with the removal of language in blue.

Exhibit F Service Level Agreement/ Section 2.6.2

2.6.2. Upon termination or expiration of this Agreement or end of serviceable life of any media used in connection with this Agreement, and upon written notification from County that the applicable County Data is currently maintained by County or otherwise securely stored, Contractor shall, at County's option, (a) securely destroy all media (including media used for backups) containing any County Data on all decommissioned hard dries or storage media to National Institute of Standards and Technology ("NIST") standards and pro ide to County a signed certificate of destruction within ten (10) business days, or (b) return to County all County Data and pro ide a signed certification within two (2) business days thereafter documenting that no County Data is retained by Contractor in any format or media.

identified in this paragraph.

Notwithstanding any of the foregoing, The Hartford may retain a copy of confidential data as required by auditors, reinsurers or regulators or to comply with any federal, state or local requirements governing the retention of records and materials. Confidential data that was transmitted, read or stored electronically cannot be deleted from The Hartford's computer systems or equipment. It is The Hartford's policy to take commercially reasonable steps to maintain the confidentiality of such confidential data. Such steps shall be no less rigorous than those used to protect The Hartford's own similar information.

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Exhibit F Service Level Agreement/ Section 2.6.3	2.6.3.County shall ha e the right to use the Products and Ser ices and the Contractor Platform to pro ide public access to County Data as County deems appropriate or as otherwise required by law. County Data is the property solely of County and may not be reproduced or used by Contractor without County's prior written consent. Contractor and its Subcontractors will not publish, transmit, release, sell, or disclose any County Data to any third party without County's prior written consent. Contractor shall not modify or alter County Data (other than modifications strictly necessary to upload County Data to the Contactor Platform) without County's prior written consent. In the event of any impermissible disclosure, loss, or destruction of County Data caused in whole or in part by any action or omission of Contractor, Contractor must immediately promptly notify County and take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, and destruction.	The Hartford can agree to the terms in Exhibit F with the removal of language in blue and addition of language in green.	
Exhibit F Service Level Agreement/ Section 3.1	3.1. Contractor shall cooperate and provide any reasonable information requested by County relating to compliance and regulatory requirements, and will, upon request:	The Hartford can agree to the terms in Exhibit F with the removal of language in blue and addition of language in green.	
Exhibit F Service Level Agreement/ Section 3.3.2	3.3.2. Provide Contractor's architecture documents, cybersecurity policies table of content and procedures (redacted, if necessary), and general network security controls documentation such as firewalls, Intrusion Detection System ("IDS"); and	The Hartford can agree to the terms in Exhibit F with the removal of language in blue and addition of language in green. Please note, the scope covered in SOC2 Type II report.	
Exhibit F Service Level Agreement/ Section 3.3.3	3.3.3. Permit County to conduct a physical inspection of Contractor's facilities, but only to the extent such inspection is related to the security of and access to County Data or the Contractor Platform.	Please note, scope covered in SOC2 Type II report.	
Exhibit F Service Level Agreement/ Section 3.2	3.2.Contractor shall pro ide County with the ability to generate: account reports consisting of the County's account holder's name and application access rights; account management reports showing new users, access rights changes, and account termination with the associated time stamp information; and time-stamped user and administrator access (login/logout) and a list of activities performed by administrators, privileged users, or third party contractors while using the System. Upon request by County, Contractor shall promptly pro ide County with access to time stamped data transfer logs (including the account, a description of the data transferred and its size, and the user and account names for forensic purposes), time stamped application and platform environment change control logs, and time stamped data backup logs indicating the backup type (e.g., full, incremental,	The Hartford can agree to the terms in Exhibit F with the removal of language in blue and addition of language in green.	

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Exhibit F Service Level Agreement/ Section 3.3 Exhibit F Service Level Agreement/ Section 4	3.3. Upon County's request, Contractor shall make available to County proof of Contractor's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Contractor's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time. 4. Infrastructure Management Contractor shall ensure that an unlimited number of transactions may be processed to the County production database. Subject to County approval, Contractor may recommend that non-routine reports and queries be limited to certain timeframes, quantities, or other specifications, if Contractor determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA. Contractor shall routinely apply upgrades, new releases, and enhancements to the Contractor Platform as they become available and shall ensure that these changes will not adversely affect the Contractor Platform or County Data. A development and test system, which shall mirror the production system, shall be made available for use by County for testing or training purposes, including without limitation, for County's testing of application upgrades and fixes prior to installation in the production environment. County may control data that is populated on the demonstration and training system by requesting that Contractor perform any or all of the following:	ne Hartford can agree to the terms Exhibit F with the removal of nguage in blue. The Hartford can agree to the terms Exhibit F with the removal of nguage in blue.	
	periodically refresh data from production; perform an ad-hoc refresh of data from production; not refresh data from production until further notice from County; or refresh data on an ad hoc basis with training data supplied by County.		
Exhibit F Service Level Agreement/ Section 5	5. Transition/Disentanglement	The Hartford will own all records and customer information derived from insurance transactions and as required by applicable law. Upon termination of the insurance contract and to the extent permitted by applicable law, The Hartford will transfer to the new insurance carrier necessary records and information not proprietary to The Hartford. We will work with you to establish a timeframe for the orderly transfer of files to the new carrier.	

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Exhibit F Service Level Agreement/ Section 6.1.1	6.1.1. The Contractor Platform shall be protected behind a layer of firewalls utilizing a high-availability (HA) design. At County's request, Contractor shall submit a network architecture diagram of County's stored and transmitted data, including the location of the data center and details of connectivity for all third parties who ha a access to County Data. Any network security changes implemented by Contractor must not compromise the security of County Data. Using a tiered design, Contractor shall ensure that all database servers are protected behind a second set of internal firewalls. Contractor shall restrict inbound and outbound traffic to County's network to "deny all, permit by exception" configuration.	The Hartford can agree to the terms in Exhibit F with the removal of language in blue.
Exhibit F Service Level Agreement/ Section 6.2.1	6.2.1. Contractor shall maintain a disaster recovery plan for the Contractor Platform with mirrored sites geographically separated by at least 250 miles, with a Recovery Time Objective ("RTO") of a maximum of eight (8) 24 hours and a Recovery Point Objective ("RPO") of a maximum of four (4) 24 hours from the incident. Contractor shall conduct a disaster recovery test of the hosted or SaaS system that is utilized by or comprises the Contractor Platform on at least an annual basis, and shall notify County at least ten (10) days in advance of each such test. In addition, Contractor shall conduct a disaster recovery test specific to County in accordance with a documented procedure (runbook), including testing County Data and all elements of the Contractor Platform, in coordination with County at least once per year; the timing and duration of the County specific test is subject to the approval of County.	The Hartford can agree to the terms in Exhibit F with the removal of language in blue and addition of language in green.
Exhibit F Service Level Agreement/ Section 6.3.1	6.3.1. Contractor shall make any County Data available to County upon request within one (1) five (5) business days and in any format reasonably requested by County, including, without limitation, Extensible Markup Language ("XML") and Structured Query Language ("SQL"), or in another format as may be mutually agreed by County and Contractor. In contractors standard census file format.	The Hartford can agree to the terms in Exhibit F with the removal of language in blue and addition of language in green.

Exhibit F Service Level Agreement/ Section 7.1.2	7.1.2. Contractor guarantees that the Network Uptime (as defined herein) will be 99.99% of Prime Time (defined as County business days from 7 a.m. – 7 p.m. Eastern Time) and 98.00% of non-Prime Time for each calendar month during the term of the Agreement, excluding Scheduled Maintenance as defined herein (collectively, the "Network Uptime Guarantee"). Network Uptime is the time that the Contractor Platform and System are functioning optimally and fully operational, and requires proper functioning of all network infrastructure, including firewalls, routers, switches, and cabling, affecting a user's ability to reliably transmit or receive data; Network Downtime is the remainder of time that is not included in Network Uptime, and is measured from the time the trouble ticket is opened to the time the Contractor Platform and System are fully restored. As long as the System is available o er the Internet to at least two other comparable non-County customers (i.e., the System is functioning properly and there are no technical issues with Contractor or the Contractor Platform), any inability on the part of County to access the System as a result of a general documented Internet outage will not be counted toward Network Downtime. System	The Hartford can agree to the terms in Exhibit F with the removal of language in blue.
	on the part of County to access the System as a result of a general documented Internet outage will not be	
	County in advance shall not be charged as downtime	
	in computing the Network Downtime. Contractor	
	Platform or System unavailability due to Contractor's	
	equipment failure constitutes Network Downtime.	
Exhibit F Service Level Agreement/ Sections 7.1.3-7.3.2	Entire section deleted.	Not Applicable.

Vendor Name: Hartford Life and Accident Insurance Company

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT REQUIREMENTS PROCUREMENT PREFERENCES FOR SMALL BUSINESS ENTERPRISES AND COUNTY BUSINESS ENTERPRISES

This form should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with <u>Section 1-81.10</u>, of the <u>Broward County Business Opportunity Act</u>, Section 1-81 et seq. of the Broward County Code of Ordinances, (the "Act"), non-reserved solicitations (for certified Small Business Enterprises (SBEs) or County Business Enterprises (CBEs)), and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

For Invitations to Bid and Quotation Requests:

If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) Vendor, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE Vendor (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE Vendor shall be recommended for award.

For Request for Proposals:

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the Vendor is currently certified Broward County SBE and/or CBE. If the Vendor does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD <u>Certified Firm Directory</u>. Vendor must be certified at time of solicitation opening (due date).

This form does not substitute for certification or application for certification.

□ Vendor is a Broward County certified SBE.
 □ Vendor is a Broward County certified CBE
 ☑ Vendor is not a Broward County certified SBE or CBE

Vendor Name: Hartford Life and Accident Insurance Company

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

VOLUME OF PREVIOUS PAYMENTS ATTESTATION REQUEST FOR PROPOSALS, REQUEST FOR QUALIFICATIONS, OR REQUEST FOR LETTERS OF INTEREST

The completed form(s) should be returned with the Vendor's submittal. If not provided with the submittal, Vendor must submit the form(s) within three business days after County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by the Broward County Board of County Commissioners (County) to a prime Vendor **MINUS** the Vendor's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of the current solicitation's closing date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation's closing date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract's CBE goal commitment. Reporting must be within five (5) years of the current solicitation's closing date.

In accordance with Section $\underline{21.41(h)(4)}$ and $\underline{21.42(d)(3)}$ of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the current solicitation's closing date will receive the Tie Breaker.

The Vendor attests to the following:

			Date	Prime: Paid to	CBE: Paid to
Project Title	Contract No.	Department/Division	Awarded	Date	Date
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

☐ Yes (if Yes, Vendor must submit a Joint Venture Volume of Previous Payments Attestation.)	
⊠ No	

Vendor Name: Hartford Life and Accident Insurance Company

VOLUME OF PREVIOUS PAYMENTS ATTESTATION REQUEST FOR PROPOSALS, REQUEST FOR QUALIFICATIONS, OR REQUEST FOR LETTERS OF INTEREST

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM FOR JOINT VENTURE

The completed form(s) should be returned with the Vendor's submittal. If not provided with the submittal, Vendor must submit the form(s) within three business days after County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture. Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's closing date. Amount will then be multiplied by the member firm's equity percentage.

In accordance with Section 21.41(h)(4) and $\underline{21.42(d)(3)}$ of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from current solicitation's closing date will receive the Tie Breaker.

The Vendor attests to the following:

		Department/		JV Equity	Prime: Paid	CBE: Paid to
Project Title	Contract No.	Division	Date Awarded	Percent	to Date	Date
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name: Hartford Life and Accident Insurance Company

LITIGATION HISTORY

- A. Vendor is required to disclose to the County all "material" cases during the last three (3) years prior to the solicitation response end date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization.
- B. Additionally, the Vendor is required to disclose to the County all "material" cases against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response.
- C. A "case" means any filed, pending, or resolved litigation, arbitration, or administrative proceeding.
- D. A case is considered "material" if it relates, in whole or in part, to any of the following:
 - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
 - 2. An allegation of fraud, negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
 - 3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- E. For each material case, the Vendor is required to provide all information identified in the **Litigation History**Form. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by the Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- F. The County will consider the Vendor's litigation history information in its review and determination of responsibility.
- G. If the Vendor is a joint venture, the information provided must encompass the joint venture and each of the entities forming the joint venture.
- H. Vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed nonresponsive.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

☐ There are no material cases for this Vendor; or
□ Material Case(s) are disclosed below: Is this for a: (check type) □ Parent Company □ Subsidiary □ Predecessor Firm □ None of the above The Hartford is a leading provider of insurance and financial services and as such from time to time we receive lawsuits or complaints. Specific information related such lawsuits or complaints is generally treated as confidential, including the specific disposition of such matters. However, material information relating to sure lawsuits or complaints is disclosed in The Hartford's most recent SEC Form 100 or 8-k filings. We are not aware of anything that would impact our ability to meet our contractual obligations.
If Yes: Name of Parent Subsidiary/Predecessor: Click or tap here to enter text.
Vendor is Plaintiff □ Vendor is Defendant □
Case Number: Click or tap here to enter text.
Case Name: Click or tap here to enter text.
Date Filed: Click or tap here to enter text.
Name of Court or other Tribunal: Click or tap here to enter text.
Type of Case: Bankruptcy □ Civil □ Criminal □ Administrative/Regulatory □
Claim or Cause of Action and Brief description of each Count: Click or tap here to enter text.
Brief Description of the Subject Matter and Project Involved: Click or tap here to enter text.
Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐
Judgment: Vendor's Favor □ Against Vendor □
If Judgment is against, is Judgment Satisfied? Yes: ☐ No: ☐
Attach copy of any applicable Judgment, Settlement Agreement, and Satisfaction of Judgement.
Opposing Counsel Name: Click or tap here to enter text.
Opposing Counsel email: Click or tap here to enter text.
Opposing Counsel Phone: Click or tap here to enter text.

Vendor Name: Hartford Life and Accident Insurance Company

MINIMUM INSURANCE REQUIREMENTS

Project: Group Term Life, Accidental Death & Dismemberment, Hazardous Occupation, & Occupational Assault AD&D Insurance Agency: Human Resources Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS			
				Each Occurrence	ce Aggregate	
GENERAL LIABILITY - Broad form			Bodily Injury			
☑ Commercial General Liability☑ Premises—Operations			Property Damage			
☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☐ Contractual Insurance ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury Per Occurrence or Claims-Made:		Ø	Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000	
			Personal Injury			
			Products & Completed Operations			
☑ Per Occurrence □ Claims-Made						
Gen'l Aggregate Limit Applies per:						
□ Project □ Policy □ Loc. □ Other						
AUTO LIABILITY Comprehensive Form			Bodily Injury (each person)			
☑ Owned ☑ Hired			Bodily Injury (each accident)			
☑ Non-owned			Property Damage			
☑ Any Auto, If applicable Note: May be waived if no driving will be done in performance of services/project.			Combined Bodily Injury and Property Damage	\$500,000		
□ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: □ Per Occurrence □ Claims-Made Note: May be used to supplement minimum liability coverage requirements.						
✓ WORKER'S COMPENSATION	N/A	Ø	Each Accident	CT A TIVITODAY A PAGTEC		
Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.				STATUTORY LIMIT		
☑ EMPLOYER'S LIABILITY			Each Accident	\$100,000		
☑ CYBER LIABILITY	N/A		Each Claim/Occurrence:	\$3,000,000		
			*Maximum Deductible:	\$ 100,000		
✓ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim/Occurrence:	\$2,000,000	The Hartford Financial Services Group, Inc. utiliz	
•			*Maximum Deductible:	\$100,000	deductible and retention amounts appropriate for	
☐ CRIME AND FIDELITY			Each Claim:		and strength.	

<u>Description of Operations</u>: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

CERTIFICATE HOLDER:

Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Digitally signed by COLLEEN POUNALL Date: 2024.09.04 10:17:26 -04'00'

Risk Management Division

VENDOR REFERENCE VERIFICATION

REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention.

Vendor should submit the completed Vendor Reference Forms with its response by the solicitation's deadline. The County will verify references provided as part of the review process.

Vendor should provide a minimum of three (3) non-Broward County Board of County Commissioners' references or as per Evaluation Criteria instructions.



VENDOR REFERENCE VERIFICATION FORM (RFP/RLI/RFQ)

Solicitation No. & Title: GEN2128496P1 Group Term Life and Related Insurance								
Reference For (hereinafter, "Vendor"):	The Hartford							
Reference Date:	Click or tap here to enter text.							
Organization/Firm Providing Reference:	Polk County Board of County Commissioners							
Contact Name:	Alicia Woodard							
Contact Title:	Benefits Supervisor and HIPAA Officer							
Contact Email:	aliciawoodard@polk-county.net							
Contact Phone:	863-534-5943							
Name of Referenced Project:	Click or tap here to enter text.							
Contract Number:	Click or tap here to enter text.							
Date Range of Services Provided:	Start Date: 1998		En	d Date: Currer	nt			
Project Amount:	Various on enrolln	nents						
Vendor's Role in Project:	⊠ Prime	☐ Subconsultant/Subcontractor						
Would you use this Vendor again?	⊠ Yes	□ No						
If you answered no to the question above, plants of the property of the proper	ease specify below:	(attach add	ditional she	et if needed)				
Click or tap here to enter text.								
Description of services provided by Vendor, p	olease specify below	: (attach ad	dditional sh	eet if needed)				
Life insurance and long-term disability plan	าร							
Please rate your experience with the	Needs Satisfactory		tory	Excellent	Not Applicable			
referenced Vendor via checkbox:	Improvement	Satisfactory		Excellent	Пот Аррисавіс			
Vendor's Quality of Service:								
Responsive:				×				
Accuracy:		⊠						
Deliverables:				×				
Vendor's Organization:								
Staff Expertise:				×				
Professionalism:								
Turnover:								
Timeliness of:								
Project:								
Deliverables:				\boxtimes				
Project completed within budget:				\boxtimes				
Cooperation with:								
Your Firm:				\boxtimes				
Subcontractor(s)/Subconsultant(s):				\boxtimes				
Regulatory Agency(ies):								
All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.								
THE SECTION BELOW IS FOR COUNTY USE ONLY								
	ON BELOW IS FOR	COUNTY	USE ONLY	7***				

VENDOR REFERENCE VERIFICATION

REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

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Vendor should provide a minimum of three (3) non-Broward County Board of County Commissioners' references or as per Evaluation Criteria instructions.



VENDOR REFERENCE VERIFICATION FORM (RFP/RLI/RFQ)

Solicitation No. & Title: GEN2128496P1 Group Term Life and Related Insurance								
Reference For (hereinafter, "Vendor"): The Hartford								
Reference Date:		01/28/2025						
Organization/Firm Providin	g Reference:	The Board of Star	k County Co	mmissione	rs			
Contact Name:		Megan Richardso	Megan Richardson					
Contact Title:		Benefits Administ	Benefits Administrator					
Contact Email:		merichardson@st	merichardson@starkcountyohio.gov					
Contact Phone:		330-451-7905						
Name of Referenced Project	t:	N/A						
Contract Number:		N/A						
Date Range of Services Pro	vided:	Start Date: 01/0	01/2013	En	d Date: Currer	nt		
Project Amount:		N/A		•				
Vendor's Role in Project:		☑ Prime	☐ Subco	nsultant/S	Subcontractor			
Would you use this Vendor	again?		□No					
If you answered no to the c	text.							
Description of services prov Basic Life Insurance, Supp				ditional sh	eet if needed)			
Please rate your experience referenced Vendor via chec		Needs Improvement	Satisfact	ory	Excellent	Not Applicable		
Vendor's Quality of Service	:							
Responsive:								
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Responsive:	:							
Responsive: Accuracy:	:				⊠			
Responsive: Accuracy: Deliverables:	:				⊠			
Responsive: Accuracy: Deliverables: Vendor's Organization:	:				⊠ ⊠			
Responsive: Accuracy: Deliverables: Vendor's Organization: Staff Expertise:	:				⊠ ⊠			
Responsive: Accuracy: Deliverables: Vendor's Organization: Staff Expertise: Professionalism:	:				⊠ ⊠ ⊠			
Responsive: Accuracy: Deliverables: Vendor's Organization: Staff Expertise: Professionalism: Turnover:					⊠ ⊠ ⊠			
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Responsive: Accuracy: Deliverables: Vendor's Organization: Staff Expertise: Professionalism: Turnover: Timeliness of: Project: Deliverables: Project completed with Cooperation with:	nin budget:							
Responsive: Accuracy: Deliverables: Vendor's Organization: Staff Expertise: Professionalism: Turnover: Timeliness of: Project: Deliverables: Project completed with Cooperation with: Your Firm:	nin budget:							
Responsive: Accuracy: Deliverables: Vendor's Organization: Staff Expertise: Professionalism: Turnover: Timeliness of: Project: Deliverables: Project completed with Cooperation with: Your Firm: Subcontractor(s)/Subco	nin budget: onsultant(s): : County is subject to v as a basis for rejection				□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □		
Responsive: Accuracy: Deliverables: Vendor's Organization: Staff Expertise: Professionalism: Turnover: Timeliness of: Project: Deliverables: Project completed with Cooperation with: Your Firm: Subcontractor(s)/	nin budget: onsultant(s): : County is subject to v as a basis for rejectionty Procurement Coo		ages that inaccura termination of t	he contract and	□ □ □ □ □ or incorrect statement d may also serve as the	□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □		

VENDOR REFERENCE VERIFICATION

REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

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VENDOR REFERENCE VERIFICATION FORM (RFP/RLI/RFQ)

Solicitation No. & Title: GEN2128496P1 Group Term Life and Related Insurance								
Reference For (hereinafter,	erence For (hereinafter, "Vendor"): The Hartford Life Insurance Company							
Reference Date:	•	01/29/2025						
Organization/Firm Providin	g Reference:	Hernando County	Board of C	ounty Com	missioners			
Contact Name:		Mary Spencer	Mary Spencer					
Contact Title:		Benefits Coordina	Benefits Coordinator					
Contact Email:		mspencer@co.he	mspencer@co.hernando.fl.us					
Contact Phone:		352-540-6643						
Name of Referenced Project	t:	Group Term Life a	Group Term Life and Related Insurance Reference					
Contract Number:		GEN2128496P1						
Date Range of Services Pro	vided:	Start Date: 12/1	/2011	En	d Date: currer	nt		
Project Amount:		Click or tap here t	o enter tex	t.				
Vendor's Role in Project:		☑ Prime	☐ Subco	onsultant/S	Subcontractor			
Would you use this Vendor	again?		□ No					
If you answered no to the o	uestion above	, please specify below:	(attach add	ditional she	et if needed)			
Click or tap here to enter	text.							
Description of convices prov	idad by Vanda	ur places specify holou	u (attach a	dditional ch	agt if pagedad)			
Description of services prov The Hartford provides gro	•	• •	-		•	e County		
administers the insurance	•	•		•		County		
Please rate your experience		Needs				Nict Acceliosis		
referenced Vendor via ched	ckbox:	Improvement	Satisfac	tory	Excellent	Not Applicable		
Vendor's Quality of Service		·						
Responsive:					⊠			
Accuracy:			⋈					
Deliverables:					⊠			
Vendor's Organization:								
Staff Expertise:								
Professionalism:								
Turnover:								
Timeliness of:								
Project:			⊠					
Deliverables:			⊠					
Project completed with	in budget:							
Cooperation with:								
Your Firm:					\boxtimes			
Subcontractor(s)/Subco								
Regulatory Agency(ies)								
All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.								
	***THE SE	CTION BELOW IS FO	R COUNTY	USE ONLY	***			
Verified via:	Verified by:	Click or tap here to e	nter tevt	Division:	· · · · · · · · · · · · · · · · · · ·	re to enter text.		
□ Verbal		Short of tup field to t		Date:	Click or tap he	re to enter text.		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

tino oci tini	bate does not come rights to the certificate i	iolaci ili ilca oi si	don endorsement(s).	
PRODUCER			CONTACT NAME: Erik Haslun	
Corporate R	sk Management		PHONE (A/C, No, Ext): (860) 520-2745 FAX (A/C, No):	
690 Asylum	Avenue		E-MAIL ADDRESS: erik.haslun@thehartford.com	
			INSURER(S) AFFORDING COVERAGE	NAIC#
Hartford		CT 06105	INSURER A: Hartford Fire Insurance Company	19682
INSURED			INSURER B: Hartford Insurance Company of the Midwest	37478
	The Hartford Financial Services Group, Inc. and	d all	INSURER C: Houston Casualty Company	42374
	subsidiaries, including Hartford Life and Accide	ent Ins Co.	INSURER D: American Guarantee and Liability Ins Co	26247
	One Hartford Plaza		INSURER E: AIG Specialty Insurance Co	26883
	Hartford	CT 06155	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
A	COMMERCIAL GENERAL LIABILITY	Y	Υ	02 CSE S14432	12/01/24	12/01/25	EACH OCCURRENCE	\$	5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	5,000,000
	X Contractual Liability						MED EXP (Any one person)	\$	10,000
	X Host Liquor Liability						PERSONAL & ADV INJURY	\$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	5,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	5,000,000
	OTHER:							\$	
A	AUTOMOBILE LIABILITY	Υ	Υ	02 CSE S14433	12/01/24	12/01/25	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
D	X UMBRELLA LIAB X OCCUR	Υ	Υ	Q20457143-06	12/01/24	12/01/25	EACH OCCURRENCE	\$	10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	10,000,000
	DED X RETENTION \$ 10,000							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	02 CSE S14428	12/01/24	12/01/25	X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	,,					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Č	Professional Liability	n/a	n/a	24-MG-24-A15987	04/15/24	04/15/25	Per Claim		\$15,000,000
E	Cyber Liability	n/a	n/a	01-642-55-29	09/30/24	09/30/25	Per Loss		\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder will be added as an additional insured on the CGL policy upon execution of contract. Insurance is primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County.

OEKTII IOATE HOLDEK	OANOLLLATION
Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn: Colleen Pounall, Risk Management	AUTHORIZED REPRESENTATIVE
Division	Ent I - Harde

CANCELL ATION

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Florida Department of Insurance

HARTFORD LIFE AND ACCIDENT **INSURANCE COMPANY**

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a license and remains subject to all applicable laws of Florida.

Date of Issuance: June 1, 1968

No. 91-06-0838648

Tom Gallagher Treasurer and Insurance Commissioner

A Proposal of Employee Benefits from The Hartford for the U.S. Employees of

Broward County Board of County Commissioners

Life, Accidental Death & Dismemberment Insurance

Presented by:

Home Office Direct

Proposal valid until March 14, 2025



Basic Employee Life and AD&D

Class Description(s):

Eligible Class 1 : All Full-time and Part-time Active Employees

Full Time Eligibility: 30 Hours per Week Part Time Eligibility: 20 Hours per Week

Benefit Schedule	Flat \$50,000
Minimum Benefit Amount	Does Not Apply
Guaranteed Issue	Equal to Benefit Amount
Benefit Reduction Schedule	None ¹
Continuity Of Coverage	Included
Life Disability Provision	Premium Waiver to Age 65 if Disabled Prior to Age 60
Premium Waiver Elimination Period	6 Months
Living Benefit Option (Accelerated Benefit)	24 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)
Life Portability Option	Portability Prime Including Accidental Death
Employee Portability Maximum Amount	\$500,000
Employee Portability Guaranteed Issue	\$250,000
Conversion	Included
Accidental Death & Dismemberment (AD&D)	Matches Basic Life Benefit
AD&D Enhancement Packages	Not Included
Employee Contribution	Non-Contributory
Participation Requirement	100% of Eligible Employees
Initial Rate Guarantee Period	3 Years

¹ Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this schedule complies with ADEA guidelines.



Supplemental Employee Life and AD&D

Class Description(s):

Eligible Class 1 : All Full-time and Part-time Active Employees (S)

Full Time Eligibility: 30 Hours per Week Part Time Eligibility: 20 Hours per Week

Eligible Class 2 : Retirees (S)

Full Time Eligibility: 30 Hours per Week Part Time Eligibility: 20 Hours per Week

Benefit Schedule	Eligible Class 1: \$25,000 Increments not to Exceed 5 times earnings or a Maximum Benefit of \$300,000 Eligible Class 2: \$10,000 Increments not to Exceed 5 times earnings or a Maximum Benefit of \$330,000
Minimum Benefit Amount	\$10,000
Combined Basic & Supplemental Life Maximum Benefit	No
Guaranteed Issue	Flat \$150,000
Benefit Reduction Schedule	None 1
Continuity Of Coverage	Eligible Class 1: Included Eligible Class 2: Not Included
Life Disability Provision	Eligible Class 1: Premium Waiver to Age 65 if Disabled Prior to Age 60 Eligible Class 2: Retiree - Not Applicable
Premium Waiver Elimination Period	Eligible Class 1: 6 Months Eligible Class 2: Not Applicable
Living Benefit Option (Accelerated Benefit)	24 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)
Life Portability Option	Eligible Class 1: Portability Prime Including Accidental Death Eligible Class 2: Not Included
Employee Portability Maximum Amount	Eligible Class 1: \$500,000 Eligible Class 2: Not Applicable
Employee Portability Guaranteed Issue	Eligible Class 1: \$250,000 Eligible Class 2: Not Applicable
Conversion	Included
Suicide Exclusion	2 Years
Accidental Death & Dismemberment (AD&D)	Matches Supplemental Life Benefit
AD&D Enhancement Packages	Not Included
Employee Contribution	Contributory
Enrollment Form ^A	Electronic
Enrollment Type	Eligible Class 1: One-time Open Enrollment ¹
Initial Rate Guarantee Period	3 Years



¹Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this schedule complies with ADEA guidelines.



² Assumes a scheduled enrollment period and standard evidence of insurability requirements apply for late entrants (employees who were previously eligible for coverage who did not enroll within 31 days of the date they were initially eligible) and for increases in coverage.

A Enrollment Form or Format indicates the manner in which employees will enroll in coverage.

Supplemental Dependent Life and AD&D

Class Description(s):

Eligible Class 1 : All Full-time and Part-time Active Employees (S)

Part Time Eligibility: 20 Hours per Week Full Time Eligibility: 30 Hours per Week

Eligible Class 2: Retirees (S)

Part Time Eligibility: 20 Hours per Week Full Time Eligibility: 30 Hours per Week

Spouse Benefit Schedule	Flat \$12,500 not to exceed 50% of the Employee Supplemental Coverage Only
Spouse Guaranteed Issue	Flat \$12,500
Benefit Reduction Schedule	Not Applicable ¹
Living Benefit Option (Accelerated Benefit)	24 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)
Child Benefit Schedule	15 Days to 26 Years (to 26 Years if a Student) - \$12,500
Waiver Of Dependent Premium	Not Included
Life Portability Option	Eligible Class 1: Portability Prime Including Accidental Death Eligible Class 2: Not Included
Spouse Portability Maximum Amount	Eligible Class 1: \$50,000 Eligible Class 2: Not Applicable
Spouse Portability Guaranteed Issue	Eligible Class 1: \$50,000 Eligible Class 2: Not Applicable
Child Portability Maximum Amount	Eligible Class 1: \$10,000 Eligible Class 2: Not Applicable
Conversion	Included
Suicide Exclusion	2 Years

¹Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this schedule complies with ADEA guidelines.



Qualifications and Assumptions

With this rate structure the employer may be electing to partially support employer paid coverages with the rate for the employee paid coverages. This means that premiums paid for one coverage may cover the cost of another coverage under the Policy. When we quote rates with such partial support between the employee paid and employer paid coverages we do so with the understanding that the employer has determined that the rate structure is consistent with information provided to employees. If this understanding is not accurate, please contact us.

Age Reduction: The employer is responsible for making sure that the offer of insurance to employees under its Benefit Plans complies with the Age Discrimination in Employment Act (ADEA). This quote may include reduced coverage for older workers based on age reduction tables. The Hartford offers a variety of age reduction tables so employers can choose the ones that work best in their Benefit Plans. Please consult your legal counsel to determine whether ADEA applies to your Benefit Plans and, if so, whether your Benefit Plans comply with ADEA and other applicable laws.

The following are the qualifications upon which this proposal is based. Our quote is contingent upon receipt of:

General:

All missing information must be received prior to the quote "valid until date" listed on the cover of this proposal. The quote will not be binding until all the missing information is received, reviewed, and approved in writing by The Hartford.

The following are the assumptions upon which this proposal is based:

- 1. The effective date of this case will be 7/1/2025.
- 2. Proposal and rates are valid until 3/14/2025
- 3. Rates assume a SIC code of 9111.
- 4. Quote assumes a Situs State of FL. The Hartford's standard filed contract language applies, subject to state exceptions. If specially drafted contract language is approved by Underwriting, then it is subject to approval by the Department of Insurance.
- 5. Assumes a fully insured, non-participating, non-dividend eligible funding arrangement, unless otherwise specified.
- 6. Assumes employees must be actively-at-work on the effective date and the deferred effective date provision applies.
- 7. The Hartford reserves the right to change the plan to comply with state mandated benefits, including charging additional premium for such changes, if applicable.
- 8. The enrolled census information must include coverage election amounts, and be within 10% of the census data used to develop this quote.
- 9. The Hartford assumes no liability to extend coverage under severance agreements unless reviewed and approved by underwriting in advance.



- 10. Contract language and standard benefits approved by The Hartford will be used for all insured contract and employee booklet communication material.
- 11. The Hartford's standard policyholder reporting package and frequency applies.
- 12. Quoted rates are based on all coverage lines being sold as a package.
- 13. We assume the company has been in business for at least 2 years. If otherwise, additional underwriting approval will be required prior to sale.
- 14. Assumes claims incurred prior to the effective date of the contract will be the liability of the prior carrier.
- 15. Employees are required to complete Hartford Enrollment forms. All others must be approved by underwriting in advance.
- 16. Employees are required to complete Hartford Beneficiary designation forms. All others must be approved by underwriting in advance.
- 17. Late entrants are required to provide Evidence of Insurability to enter into the plan at any coverage level/amount.
- 18. All enrollment materials, which include enrollment forms and brochures, must be reviewed by Underwriting prior to the enrollment date. This includes material prepared by The Hartford or any other source.
- 19. Assumes the plan of benefits is subject to ERISA regulations.
- 20. Quote assumes 1 Contract/Booklet, 1 Bill Unit, and 1 Experience Unit.
- 21. We assume all eligible employees are U.S. citizens or legal U.S. residents working in the United States, excluding temporary, leased or seasonal employees, or are Accepted International Employees. Accepted International Employees are:
 - U.S. Expatriates (U.S. citizens employed by a U.S. company, who live and work outside the U.S. on temporary assignment); or
 - Third Country Nationals (non–U.S. citizens employed by a U.S. company and who live and work outside the US on temporary assignment in a country other than their own); or
 - Local Nationals (non-U.S. citizens employed by a U.S. company, working in their home country). Accepted International Employees must also:
 - meet the policy's full time eligibility requirements
 - be paid on U.S. payroll;
 - not work in any countries subject to sanction programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) or otherwise be subject to OFAC or similar applicable sanctions programs; and
 - be approved by Underwriting.

The Hartford reserves the right to re-price or decline coverage for employees who work outside the United States.

- 22. The Hartford reserves the right to re-price:
 - if the sold plan design differs from the proposed/quoted plan design
 - for changes in State or Federal Insurance regulations
 - if a material misstatement of the information provided in the RFP, bid specifications, claim experience, or plan of benefits is discovered post-sale
 - if the quoted minimum enrollment threshold is not met



- 23. If any contributory lines of coverage are sold, a 45-day Grace Period will apply to all lines of coverage. If only non-contributory lines of coverage are sold, a 31-day Grace Period will apply.
- 24. Initial and Annual enrollment must be completed no later than 30 days before the Effective Date of Coverage.
- 25. Employee contributions are on a pre-tax basis.
- 26. If Life and AD&D lines with 1,000+ eligible employees are sold, Concentration of Risk information must be provided at the time of sale.
- 27. An employee must be enrolled in the Supplemental Life plan in order for the dependent spouse coverage to be purchased, unless otherwise noted.
- 28. The Minimum Life Benefit stated represents the minimum benefit before the application of Age Reduction Provisions
- 29. Quote assumes that Life rates do not straddle the IRS Table I Uniform Premium Table rates.

Consultative Marketing Support (Without Print Solution)

The proposal includes the following Consultative Marketing Support Plan:

- ✓ An Enrollment Manager support throughout enrollment process.
- ✓ Annual Marketing Campaigns during rate guarantee period.
- ✓ A Decision Support Tool for employee education on voluntary coverage.
- ✓ Consultation to identify enrollment opportunities through use of the Hartford's Enrollment Optimizer.
- ✓ Three Digital Touches to employer from the Hartford. Employer sends to employee.
- ✓ One Print Solution (e.g. Direct Mail Marketing to Employees).
- ✓ Review enrollment results with recommendation for future enrollments.

Partnered communication and execution is needed to successfully educate your employees on their coverage selections. If the following conditions are not met during the enrollment process, The Hartford reserves the right to re-price at the next coverage anniversary date.

- ✓ Provide The Hartford a 6-8 week lead time prior to the first date of enrollment activity.
- ✓ Employer will ensure a minimum of 75% of employees complete an active enrollment decision (accept / reject) at a product-by-product level.
- ✓ Employer or enrollment platform will provide current eligibility file /census file that contains name, date of birth, gender and salary.
- ✓ Employer or enrollment platform will send a pre-enrollment message to employees describing supplemental life coverage plan and employee purchase option.
- ✓ Employer will exhibit enrollment information on the employer intranet and / or hard copy on company premises.
- ✓ Employer's enrollment platform may utilize the Hartford-configured Evidence of Insurability Single Sign-On (SSO) capability or standalone online Evidence of Insurability solution.
- ✓ Employer or enrollment platform provides employee-paid product education / decision support tool.



Deviations

Our proposal reflects our standard product and, consequently, may deviate from the features and/or plan designs that you requested. Accordingly, please review our proposal carefully, as we have not identified specific areas where our proposal deviates from your request. Please note that this proposal does not constitute a final offer or agreement, and it is only a summary of the benefits offered to your company.

The rates and costs shown in this proposal are based on the information provided. Rates may be affected by the actual enrollment (and transferred business information) provided. Please consult with the Producer regarding all terms and conditions in this proposal.



General:

Benefit Deduction Service

In order to help employers who want to allow their employees to continue certain benefits while they are on disability, this service permits The Hartford to automatically deduct the premium or cost of authorized benefits (e.g. medical or life insurance) directly from employees' disability payments. On a periodic basis (usually monthly), The Hartford will send a lump sum payment to the employer for all deductions collected from eligible employees.

Online Capabilities for Employers and Employees

We're committed to providing best-in-class service to our customers and their employees. That's why we offer online capabilities designed to save time and make it easier to manage your group benefits.

Employer Portal

Our employer portal is a secure, mobile-responsive site where employers can quickly obtain plan information and transact business to help reduce administrative burden. We continually work to enhance the site's capabilities to make it more responsive to your needs. Through our portal, you are able to access such features as:

- Electronic billing
- Reports (available in either PDF or Excel)
- Medical underwriting status for evidence of insurability
- Claim status inquiry
- Booklets
- Administration kits with forms specific to your coverage(s)

Employee Portal

Our employee portal is a secure, mobile-responsive site where employees can manage their claims, payment information and more. Your employees can access this site at any time to:

- Submit disability claims and leave of absence requests.
- View claim and payment status.
- Check their medical underwriting status for evidence of insurability.
- File an STD claim in place of telephonic submission (if your plan offers this coverage).
- Start an LTD claim.
- Upload and view documents from mobile or desktop.
- Registered users can access forms specific to your plan's coverage(s).
- Obtain information on coverage overviews and frequently asked benefit questions.
- Enroll in direct deposit for their claim payments.
- Manage their preference for alerts/notifications email and text.



Online Evidence of Insurability (EOI)

Employees can conveniently submit their evidence of insurability application (including spouse and dependent coverage) online at www.myhartfordbenefits.com, 24 hours a day, seven days a week. Online EOI:

- Offers you a completely paperless application process, minimizing the burden of EOI administration
- Ensures that each employee is accurately evaluated and advised of the need for EOI
- Allows us to communicate directly with your employees either via e-mail or U.S. Mail regarding their EOI requirements
- Gives employees fast, real-time decisions regarding their EOI application and notifies them if additional information is needed
- Prevents late application submissions by sending friendly system-generated reminders.



Life:

Common Notice

When employees are Disabled, our Waiver of Premium benefit allows them to continue their life insurance coverage without premium payment. In addition, we provide a value-added service called Common Notice. This service initiates a Life Waiver of Premium claim at the appropriate time when an insured employee is receiving Long Term Disability benefits provided by The Hartford. Common Notice eliminates the need to file a separate life Waiver of Premium claim, which helps ensure an employee's group life protection is maintained during a Disability.

Living Benefit Option (Accelerated Benefit)

The Living Benefits Option (LBO) is a plan provision that allows the employee to elect and receive a portion of their life insurance benefit or their dependent's life insurance benefit when (the employer determines if it will be employee only or employee and dependent) diagnosed as terminally ill with a 24 month life expectancy. A 12 month terminal illness period is standardly provided. This may be subject to change based on state requirements.

We will pay up to 80% of the terminally ill individual's Group Term life insurance benefit (combined basic and supplemental life amount) as long as they have a minimum coverage amount of \$10,000 and has not exceeded the maximum eligibility age, if any, described in the contract. LBO pays a minimum of \$3,000 and a maximum of \$500,000. Accelerated funds are paid to the employee with no restrictions on how they may be used; the remaining death benefit is then payable to the beneficiary.

Once the LBO payment has been made, premium is only required on the remaining amount of life insurance if premium hasn't been waived.

Portability Prime Including Accidental Death

Portability allows employees to continue voluntary and/or basic life insurance and accidental death protection for themselves and their families when the employee changes jobs. Portability Prime Including Accidental Death is included at no additional cost to the Employer. Terminated employees who elect Portability pay for the cost of this benefit.

Offered at group rates, this is an affordable way for many terminating employees to continue to be protected with life insurance. A medical exam may be required. The employee may elect coverage continuation equal to 100 percent, 75 percent, or 50 percent of their current life insurance, subject to an overall maximum of \$500,000 or employee plan max benefit. Continued coverage of spouse and dependent children is also available, subject to maximum amounts of \$50,000 and \$10,000 respectively. This Portability option is available to terminating employees who have not reached age 85. Coverage may continue to age 99 with a reduction at age 65, 70, 75 to 35 percent and age 80,85,90,95 to 25 percent of the original amount.



*The Basic Life Portability maximum is displayed if offered on both Basic Life and Supplemental Life

Safe Haven

The Hartford's Safe Haven program is available for group life or accidental death claims(s) of \$10,000 or more, which are payable to a single or multiple beneficiaries. The beneficiary elects that the proceeds will be distributed through the program in lieu of a lump sum check for the full death benefit amount. Lump sum checks will be provided where legally required.

Safe Haven is intended to provide customers with a convenient means for paying immediate needs. This allows the beneficiary time to decide how to use the remaining balance of their insurance proceeds during a time when making financial decisions may be difficult. Proceeds are available to use right away to pay bills, make purchases, receive cash, reinvest or make other financial transactions. Here's how it works:

- The beneficiaries can write as many drafts each month as they wish, at any time and for any reason just as they might write a check.
- The draft book can be used immediately for any expenses the beneficiaries incur and in any dollar amount up to and including the full balance, plus interest.
- Interest on the proceeds are compounded daily and credited to the account the last day of each month. The interest rate is determined by The Hartford. For interest earned equal to \$10 per year or greater, a form 1099-INT will be provided annually.
- For accurate reporting, statements summarizing activity are mailed quarterly, or monthly if a new transaction other than earned interest posts to the account.
 - If the balance should fall below \$5,000, a check for the balance plus interest will automatically be sent to the beneficiary.
- The Safe Haven Program does not charge any fees against the account.

A Hartford Life Care Advocate will contact the beneficiary at point of claim to provide information regarding our Safe Haven program. If benefits are payable at time of initial claim review, the Life Care Advocate will advise of the benefit amount and expected delivery date, alleviating a major stress point. If a beneficiary has questions or concerns a Life Care Advocate is available to assist and provide their expertise.

With Safe Haven, insurance proceeds are held in our general account and payments are based on the claims-paying ability of Hartford Life and Accident Insurance Company. The Hartford will earn investment income on Safe Haven assets. The difference between the investment income earned on the Safe Haven assets and the interest credited to customers participating in the Safe Haven program will provide Hartford with a profit and cover expenses we incur. The Hartford in its sole discretion determines the credited interest rate.

Safe Haven is not intended to be a long-term investment vehicle. Safe Haven is not a bank account and as such, Safe Haven assets are not insured by the Federal Deposit Insurance Corporation. Nor are they backed or guaranteed by any federal or state government agency.

Suicide Exclusion

A two year Suicide Exclusion is included on the employee and dependent Supplemental Life Insurance Benefit. For polices issued in Colorado, Missouri and North Dakota and for residents of those states, the



period is one year. The exclusion applies to the person's initial period of coverage and to any increases in coverage from the effective date of the increase. In a transferred business situation, the person will receive credit for the time they were covered under the policy which our policy has replaced.

Life Disability Provision

Premium Waiver to 65 if Disabled Prior to Age 60

Any covered employee who becomes Disabled prior to age 60 is eligible for continued employee life insurance, without payment of premium, while the employee remains continuously Disabled. Premium is required until the employee is approved for coverage. Once approved, premium will be waived and coverage will be continued until age 65 while the employee remains Disabled.

Employees are considered Disabled if they are prevented by injury or sickness from doing any work for which they are, or could become, qualified by education, training or experience. If Living Benefit Option is included, employees will also be considered Disabled if they meet the definition of Terminally III in the certificate.

Life Disability Provision

Retirees

Premium Waiver is not available to Retirees.

Continuity of Coverage

This language speaks to our treatment of employees who are not expected to be actively working on our Policy Effective Date in order to address concerns about employees losing coverage in takeover situations simply because of a change in carriers. Continuity of Coverage is available when we are replacing an existing group policy that was issued by another carrier. When included, this provision continues and extends coverage to employees who were insured under the prior policy on the day before our Policy Effective Date, whether or not they were actively at work on the day the prior policy ends.

Coverage under this provision continues until the first of the following,

- The date the employee returns to work in an eligible class;
- The last day of a 12-month period following our Policy Effective Date;
- The last day the employee would have been covered under the prior policy had the prior policy not terminated; or
- The date insurance terminates for one of the reasons stated in the Termination Provisions.

The Amount of Coverage provided is equal to,

- The lesser of the amount under the prior policy or the amount under our policy
- Reduced by any amount in force, paid or payable under the prior policy; or which would have been payable if timely election had been made.



AD & D

AD&D Standard Package	
	ath and Dismemberment Benefit package, we provide payment of benefits nin 365 days of the Accident. Subject to state availability, the following
Loss of Life (Including Exposure and Disappearance)	100% of Principal Sum
Loss of Both Hands or Both Feet or Sight of Both Eyes	100% of Principal Sum
Loss of One Hand and One Foot	100% of Principal Sum
Loss of Speech & Hearing in Both Ears	100% of Principal Sum
Loss of Either Hand or Foot and Sight of One Eye	100% of Principal Sum
Loss of Either Hand or Foot	50% of Principal Sum
Loss of Sight of One Eye	50% of Principal Sum
Loss of Speech or Hearing in Both Ears	50% of Principal Sum
Loss of Thumb & Index Finger of Either Hand	25% of Principal Sum
Seat Belt and Air Bag Benefit	Seat Belt - 10% of Principal Sum to a maximum of \$10,000
	Air Bag - additional 5% of Principal Sum to a maximum of \$5,000, if seat belt also used.
	Minimum Benefit - If it cannot be determined that the injured person was wearing a Seat Belt at the time of the Accident, a Minimum Benefit of \$1,000 will be payable.
	If a covered individual sustains an Injury payable under the Accidental Death and Dismemberment Benefit, we will pay an additional Seat Belt Benefit if the injury occurs while riding in or driving a Motor Vehicle and wearing a Seat Belt.
	If a Seat Belt Benefit is payable, we will pay an additional Air Bag Benefit, if the individual was positioned in a seat with a factory installed Air Bag, and was properly strapped in the Seat Belt when the Air Bag inflated.



Repatriation Benefit	The lesser of: • 5% of Principal Sum; • \$5,000; or • the actual expense incurred for preparation and transportation of the body for burial or cremation.
	If a covered individual dies and a benefit is payable under the Accidental Death and Dismemberment Benefit, we will pay an additional benefit if death occurs outside of the state or country of permanent residence.
Loss of Movement	Quadriplegia*-100% of Principal Sum Triplegia*-75% of Principal Sum Paraplegia*-75% of Principal Sum Hemiplegia*-50% of Principal Sum Uniplegia*-25% of Principal Sum If any of these Losses occur as the result of an Injury, the described benefit is payable. Loss of movement of Limbs means that movement is
	* Quadriplegia- Loss of movement of both upper and lower Limbs * Triplegia- Loss of movement of three Limbs * Paraplegia- Loss of movement of both lower Limbs * Hemiplegia-Loss of movement of both upper and lower Limbs on one side of the body * Uniplegia- Loss of movement of one Limb
More than one of the above Losses resulting from the same Accident	Lesser of: • Principal Sum; or • Sum of each Benefit payable
Exposure and Disappearance	We will pay the Principal Sum if the insured suffers a loss of life due to being exposed to the elements due to forced Landing, Stranding, Sinking, Wrecking of a conveyance in which the insured was an occupant at the time of the accident. We will presume an insured suffered a loss of life if their body has not been found within one year after a covered accident involving the disappearance of a conveyance in which the insured was an occupant at the time due to accidental forced Landing, Stranding, Sinking, Wrecking.



Additional Services:

Ability Assist®

Ability Assist^{®1} Counseling Services Employees receive professional counseling for financial, legal and emotional issues, 24/7/365. Includes unlimited phone access and three face-to-face sessions per year. Services are also available to spouses and dependent children.

HealthChampion^{SM1} **Healthcare Support Services** A service that offers unlimited access to Benefit Specialists and nurses for administrative and clinical support to address medical care and claims concerns. Service includes: claim and billing support, explanation of benefits, cost estimates/fee negotiation, information related to conditions and available treatments, and support to help prepare for medical visits.

Enhanced Ability Assist®1 Option

This option is available for employees and their dependents not covered or enrolled in The Hartford's Disability program(s). Services can be provided to these employees for an additional fee of \$.84 per employee per month.

Ability Assist and Health Champion disclosures: Services are offered through The Hartford, however, all services are provided by ComPsych. Neither ComPsych nor Hartford is responsible or liable for care or advice rendered by any referral resources. All benefits are subject to the terms and conditions of the policy.

¹Ability Assist®, Enhanced Ability Assist®, and Health ChampionSM are offered through The Hartford by ComPsych®. ComPsych is not affiliated with The Hartford and is not a provider of insurance services.

The Hartford is not responsible and assumes no liability for the goods and services described in this material and reserves the right to discontinue any of these services at any time. Services may vary and may not be available in all states. Visit https://www.thehartford.com/employee-benefits/value-added-services for more information.

Travel Assistance and Identity Theft Support Services^{1,2}

The best laid travel plans can go wrong, leaving travelers vulnerable and potentially unable to find the right help. When the unexpected happens far from home, it's important to know whom to call for assistance. The Hartford offers Travel Assistance services when traveling more than 100 miles from home and for 90 days or less. Services include:

- Medical assistance: world-wide medical referrals, medical monitoring, prescription transfer, replacement of medical devices & corrective lenses and much more.
- Emergency transports: medical repatriations & evacuations, repatriations of mortal remains and much more.
- Other travel services: pre-trip information, lost luggage/document assistance, legal referrals and much more

Identity Theft Support services provide 24/7/365 assistance that includes education on how to prevent theft and help on the steps to take once a theft has occurred. To determine if theft has occurred, caseworkers will



assist with reviewing credit information. If theft has occurred, caseworkers will assist with notifying the major credit bureaus, assist with completing an identity theft affidavit, help with replacing credit/debit cards and more.

¹Travel Assistance and Identity Theft Support services are offered through a vendor which is not affiliated with The Hartford. These services are not insurance. The Hartford is not responsible and assumes no liability for the goods and services described in this material and reserves the right to discontinue any of these services at any time. Services may vary and may not be available in all states.

²These services are only offered with The Hartford's Life and Long-term Disability insurance contracts.



Commissions and Other Payments to Producers

Note to Producers: In 2015, we changed the way that we administer flat commissions. Flat commissions continue to be an alternative to graded commissions. For all proposals with a flat commission, the policyholder must receive the services listed in Schedule C or E of the Group Insurance Producer Agreement, which are available to you on our website http://thehartford.com/group-benefits-producer-compensation and on the Producer View website at www.ProducerView.com.

The Hartford compensates producers for the sale and service of our products. In most cases, producers are paid a Commission, which is either a graded or fixed flat percentage of the premium and is incorporated into the premium rate(s). In addition, producers may be eligible for various types of Other Payments. Other Payments are incurred as general operating expenses of The Hartford and will not be directly charged to any policy issued as the result of this quote.

Commissions and certain Other Payments are paid pursuant to the Hartford's Group Insurance Producer Agreement ("GIPA"). Quotes based on fixed or flat percentage Commissions reflect services provided by the producer to the policyholder. We rely on the producer to determine that these Commissions are supported by services described in the GIPA. The Hartford reports Commissions and Other Payments on the annual Schedule A Worksheet provided to policyholders in accordance with applicable law.

For additional information regarding eligibility for Commissions and Other Payments and terms and conditions relating thereto, please review our website http://thehartford.com/group-benefits-producer-compensation or contact your Hartford representative. Producers may also access the GIPA on Producer View.

Commissions:

Basic Employee Life: This quote includes no commissions
Supplemental Employee Life: This quote includes no commissions
Basic Employee AD&D: This quote includes no commissions
Supplemental Employee AD&D: This quote includes no commissions



The Hartford Financial Services Group, Inc., (NYSE: HIG) operates through its subsidiaries, including underwriting companies Hartford Life and Accident Insurance Company and Hartford Fire Insurance Company, under the brand name, The Hartford®, and is headquartered at One Hartford Plaza, Hartford, CT 06155. For additional details, please read The Hartford's legal notice at www.thehartford.com. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the underwriting companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This proposal explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this proposal and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

This proposal includes a quote(s) for one or more products, which are issued on the following forms: Accident Form Series includes GBD-2000, GBD-2300, or state equivalent. Accidental Death and Dismemberment Form Series for all states except PR, WA and CA includes GBD-1000 and GBD-1300, or state equivalent, and in PR, WA and CA Form 7582 and Form PA-5427, or state equivalent. Critical Illness Form Series includes GBD-2600, GBD-2700, or state equivalent. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent. Life Form Series includes GBD-1000, GBD-1100, Z-PORT, or state equivalent. Hospital Indemnity Form Series includes GBD-2800, GBD-2900, or state equivalent.



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The Hartford Life and Accident Insurance Company

INSTRUCTIONS: Vendors should download this fillable form from Bonfire BPRO, complete, and upload to Bonfire BPRO. Vendors are **required** to review and indicate their agreement to the Performance Measure by indicating either "Yes" or "No" to the Performance Measure and Proposed Deduction along with an explanation (if necessary) to all Performance Measures (Items Nos. 1-12). Please refer to the **Instructions to Vendors for additional information.**

The Hartford is willing to financially guarantee our performance in the categories outlined below. The financial guarantee will be an amount not to exceed 2% of the annual premium for each of your coverages for which The Hartford has issued to you an insurance policy arrangement issued to you by The Hartford. The annual amount payable for any single performance measure is capped to 10% of the total financial guarantee.

PERFORMANCE MEASURE	AGREE TO MEASURE	IF NO, PROPOSE ACCEPTABLE MEASURE	PROPOSED DEDUCTION	AGREE TO DEDUCTION	IF NO, PROPOSE ACCEPTABLE DEDUCTION
1. Implementation Commitment: Implementation meetings will be held with the County to discuss program details and implementation strategy. Implementation will be managed in accordance with a customized implementation plan, that will include:	⊠ Yes □ No		\$250 per calendar day for missed deadline.	⊠ Yes □ No	
Time parameters					
 Pertinent steps 					
 Agreed upon timeframes for each step 					
 Plan adjustments made from time to time as mutually agreed upon by Policyholder and Vendor 					
100% of action items assigned to Vendor will be completed or delivered by the due date indicated in the implementation plan					

PERFORMANCE MEASURE	AGREE TO MEASURE	IF NO, PROPOSE ACCEPTABLE MEASURE	PROPOSED DEDUCTION	AGREE TO DEDUCTION	IF NO, PROPOSE ACCEPTABLE DEDUCTION
provided there are no delays caused by the County not meeting their due dates. (FOR FIRST YEAR ONLY)					
2. Provide a Group Policy and Certificate of Insurance within 60 calendar days of approval from County. (FOR FIRST YEAR ONLY)	⊠ Yes		\$250 per calendar day for missed deadline.	⊠ Yes □ No	
3. Welcome Kit: 100% Distribution of Welcome Kit (including Member ID Card) and Benefit Summary within 10 business days after receipt of electronic eligibility file for new hires and/or newly benefit- eligible employees.	□ Yes ☑ No	Due to the nature of our products, The Hartford agrees to provide documents necessary for claims purposes within 10 days. Our assumption is that this question typically pertains to medical, dental and vision products of which we are not proposing at this time.	\$250 per business day for missed deadline.	⊠ Yes □ No	
4. Speed to Answer Calls: 90% of incoming calls from members and County Benefits staff will be answered by customer service within 35 seconds. (Measured and reported quarterly)	☐ Yes ⊠ No	We can guarantee and average queue time of 30 seconds or less. Due to the infrequency of claims on Life coverage, we	\$250 for failure to meet this guarantee per quarter.	⊠ Yes □ No	

PERFORMANCE MEASURE	AGREE TO MEASURE	IF NO, PROPOSE ACCEPTABLE MEASURE	PROPOSED DEDUCTION	AGREE TO DEDUCTION	IF NO, PROPOSE ACCEPTABLE DEDUCTION
		propose measuring this at the claim office level.			
5. Abandonment Rate: 95% of all telephone calls from members and County benefits staff in queue will connect to a customer service representative. (Measured and reported quarterly)	☐ Yes ⊠ No	We guarantee the metric standard outlined by Broward County, but due to the infrequency of claims on Life coverage, we propose measuring this at the claim office level.	\$250 for failure to meet this guarantee per quarter.	⊠ Yes □ No	
6. Open Enrollment Meetings: County will schedule open enrollment benefit information sessions at various locations and times. County will provide Vendor with a list of locations and times at least two (2) weeks prior to the commencement of the first enrollment briefing. County requires that at a minimum one (1) representative, at Vendor's expense, participate in every information session requested by County to explain benefits and plan information. Representative must have excellent knowledge of the County's Group Life Insurance			\$250 per location missed during scheduled open enrollment period.	∀es No	

PERFORMANCE MEASURE	AGREE TO MEASURE	IF NO, PROPOSE ACCEPTABLE MEASURE	PROPOSED DEDUCTION	AGREE TO DEDUCTION	IF NO, PROPOSE ACCEPTABLE DEDUCTION
benefits and plan information. (Measured and reported annually)					
7. Reporting: Provide 100% of quarterly and annual reports within forty-five (45) days after the close of the reporting period. (Measured quarterly)	⊠ Yes □ No		\$250 per day for failure to meet this guarantee.	⊠ Yes □ No	
8. Service Meetings: Attend quarterly meetings, in person or virtually, will be prescheduled and attended by Vendor to review plan performance and service delivery. (Measured and reported quarterly.)	⊠ Yes		\$500 for failure to meet this guarantee per meeting.	⊠ Yes □ No	
9. Renewal Notification: Renewal notice will be provided to Policyholder 270 days before rate guarantee expiration date. Plan analysis and current	⊠ Yes		\$250 per calendar day for missed deadline.	⊠ Yes	

PERFORMANCE MEASURE	AGREE TO MEASURE	IF NO, PROPOSE ACCEPTABLE MEASURE	PROPOSED DEDUCTION	AGREE TO DEDUCTION	IF NO, PROPOSE ACCEPTABLE DEDUCTION
experience reports will accompany renewal, providing explanation of proposed rate action. (Measured and reported annually beginning applicable year of contract)					
10. Electronic Eligibility: County will transmit weekly electronic eligibility files in a secure format to Vendor. Vendor will process 98% of all error-free eligibility files provided by the County will be loaded into Vendor's system within two (2) business days of receipt and a discrepancy report must be provided to the County within seven (7) business days following receipt of the data. (Measured and reported quarterly)	⊠ Yes □ No		\$250 per weekly eligibility file missed deadline.	⊠ Yes □ No	
11. Claims Processing Standards: 95% of initial decisions on claims will be made within seven (7) business days from the date the claim is assigned to a benefit analyst. The claim will be approved, pended, or denied and the status communicated. If pended for missing information the benefit analyst has five (5) business days to make a decision once the final information is received. (Measured and reported quarterly)	⊠ Yes □ No		\$250 for failure to meet this guarantee per quarter.	✓ Yes ✓ No	

PERFORMANCE MEASURE	AGREE TO MEASURE	IF NO, PROPOSE ACCEPTABLE MEASURE	PROPOSED DEDUCTION	AGREE TO DEDUCTION	IF NO, PROPOSE ACCEPTABLE DEDUCTION
12. Claims Financial Accuracy: Financial accuracy standard will be 95% of County specific claims. (Measured and reported quarterly)	☐ Yes ⊠ No	We guarantee the metric standard outlined by Broward County, but due to the infrequency of claims on Life coverage, we propose measuring this at the claim office level	\$250 for failure to meet this guarantee per quarter.		

Pricing Worksheet

Vendor Name:

Vendors are required to submit their proposed (all-inclusive) not-to-exceed Three-Year pricing for Group Term Life, Accidental Death & Dismemberment, Hazardous, & Occupational Assault AD&D Insurance, as per the required categories (i.e., Age Bands) enclosed in the Active, Retiree, and Haz OCC and OCC Assault AD&D tabs. Refer to **Instructions to Vendors** for additional pricing information.

TOTAL ACTIVE EMPLOYEE BASIC LIFE AND AD&D INSURANCE	\$825,525.00
TOTAL ACTIVE SUPPLEMENTAL LIFE AND AD&D INSURANCE	\$7,097,072.58
TOTAL ACTIVE SPOUSE/DOMESTIC PARTNER AND CHILD LIFE INS	\$343,575.90
TOTAL MONTHLY ACTIVE EMPLOYEE BASIC & SUPPLEMENTAL LIFE AND AD&D	\$8,266,173.48
TOTAL RETIREE PAID LIFE AND AD&D INSURANCE	\$1,296,951.48
TOTAL RETIREE SPOUSE/DOMESTIC PARTNER AND CHILD LIFE INS	\$9,940.86
TOTAL MONTHLY RETIREE LIFE AND AD&D INSURANCE	\$1,306,892.34
TOTAL COUNTY PAID HAZARDOUS OCCUC LIFE	\$136.80
TOTAL COUNTY PAID OCCUPATIONAL ASSAULT AD&D INSURANCE	\$3,672.00
TOTAL ANNUAL COUNTY PAID HAZ OCC LIFE AND OCCUPATIONAL ASSAULT AD&D INSURANCE	\$3,808.80
INITIAL THREE-YEAR TERM AMOUNT	\$9,576,874.62

Instructions:

- 1) Vendors must submit pricing for all categories (i.e., Age Bands) within each Tab; otherwise, the proposed price within each Tab will be construed as incomplete. The County will not seek clarification on pricing.
- 2) It is not necessary to enter amounts in the Proposed Three-Year Price Tab. This spreadsheet is formatted to automatically calculate the initial three-year term based on the amounts entered within each tab.
- 3) The total amount reflected on the Proposed Three-Year Price Tab will be Vendor's total proposed price for the Initial Three-Year term, which **will** be used in the calculation of the Vendor's points for price, as per the Evaluation Criteria, Section 7.

ACTIVE EMPLOYEE LIFE AND AD and D INSURANCE RATE SHEET

ACTIVE COUNTY PAID EMPLOYEE BASIC LIFE AND AD&D INSURANCE

Employer Paid Basic Life Benefit	# Employees Insured	Fixed Benefit	MONTHLY Rate per \$1,000	3 Year Premium (#EEs x Benefit/\$1,000 x Monthly Rate x 36)
Basic Life (\$50,000)	6115	\$50,000	\$0.060	\$660,420.00
Basic AD&D (\$50,000)	6115	\$50,000	\$0.015	\$165,105.00
TOTAL ACTIVE EMPLOYEE BASIC LIFE AND AD&D INSURANCE				\$825,525.00

ACTIVE EMPLOYEE PAID SUPPLEMENTAL LIFE AND AD&D INSURANCE RATE SHEET BASED ON VOLUME

Employee Age	# Employees Purchasing Supplemental Life and AD&D Ins.	Inforce Volume	MONTHLY Rate per \$1,000	3 Year Premium (Estimated In Force Volume/\$1,000 x MONTHLY Rate x 36)	
Under 30	121	\$11,500,000	\$0.060	\$24,840.00	
30-34	263	\$26,600,000	\$0.080	\$76,608.00	
35-39	392	\$50,075,000	\$0.090	\$162,243.00	
40-44	467	\$67,825,000	\$0.100	\$244,170.00	
45-49	502	\$73,550,000	\$0.150	\$397,170.00	
50-54	594	\$85,275,000	\$0.240	\$736,776.00	
55-59	607	\$87,475,000	\$0.440	\$1,385,604.00	
60-64	558	\$68,275,000	\$0.700	\$1,721,021.58	
65-69	242	\$25,700,000	\$1.270	\$1,175,004.00	
70+	83	\$8,475,000	\$2.060	\$628,506.00	
LIFE INSURANCE				\$6,551,942.58	
AD&D INSURANCE	3829	\$504,750,000	\$0.030	\$545,130.00	
TOTAL ACTIVE SUPPLE	OTAL ACTIVE SUPPLEMENTAL LIFE AND AD&D INSURANCE				

ACTIVE EMPLOYEE PAID SUPPLEMENTAL SPOUSE/DOMESTIC PARTNER AND DEPENDENT CHILD LIFE*

Employee Paid Dependent Life Insurance	# Employees Purchasing Dependent Life Insurance	Fixed Benefit	MONTHLY Rate per \$1,000	3 Year Premium (#EEs x Benefit/\$1,000 x Monthly Rate x 36)
Spouse/Domestic Partner	1498	\$12,500	\$0.299	\$201,555.90
Dependent Child	1578	\$12,500	\$0.200	\$142,020.00
TOTAL ACTIVE SPOUSE/DOMESTIC PARTNER AND CHILD LIFE INS				\$343,575.90

^{*} Does not include AD&D Insurance

TOTAL ACTIVE EMPLOYEE BASIC LIFE AND AD&D INSURANCE	\$825,525.00
TOTAL ACTIVE SUPPLEMENTAL LIFE AND AD&D INSURANCE	\$7,097,072.58
TOTAL ACTIVE SPOUSE/DOMESTIC PARTNER AND CHILD LIFE INS	\$343,575.90
TOTAL ACTIVE EMPLOYEE BASIC & SUPPLEMENTAL LIFE AND AD&D	\$8,266,173.48

RETIREE LIFE AND AD and D INSURANCE RATE SHEET

RETIREE PAID LIFE AND AD&D INSURANCE BASED ON VOLUME

Retiree Age	# Retirees Purchasing Life and AD&D Ins.	In Force Volume	MONTHLY Rate per \$1,000	3 Year Premium (Estimated In- Force Volume/\$1,000 x MONTHLY Rate x 36)
Under 60	0	\$0	\$1.548	\$0.00
60-64	11	\$1,000,000	\$1.752	\$63,072.00
65-69	19	\$1,160,000	\$3.060	\$127,785.60
70+	211	\$6,645,000	\$4.584	\$1,096,584.48
LIFE INSURANCE TOTAL	241	\$8,805,000		\$1,287,442.08
AD&D INSURANCE	241	\$8,805,000	\$0.030	\$9,509.40
TOTAL ACTIVE SUPPLEMEN	TAL LIFE AND AD&D INSU		\$1,296,951.48	

RETIREE PAID SPOUSE/DOMESTIC PARTNER AND DEPENDENT CHILD LIFE*

Retiree Paid Dependent Life Insurance	# Retirees Purchasing Dependent Life Insurance	Fixed Benefit	MONTHLY Rate per \$1,000	3 Year Premium (# Retirees x Benefit/\$1,000 x Rate x 36)
Spouse/Domestic Partner	68	\$12,500	\$0.299	\$9,149.40
Spouse/Domestic Partner	3	\$5,000	\$0.299	\$161.46
Dependent Child	7	\$12,500	\$0.200	\$630.00
Dependent Child	0	\$2,500	\$0.200	\$0.00
TOTAL ACTIVE SPOUSE/DOMESTIC PARTNER AND CHILD LIFE INS				\$9,940.86

^{*} Does not include AD&D Insurance

TOTAL RETIREE PAID LIFE AND AD&D INSURANCE	\$1,296,951.48
TOTAL RETIREE SPOUSE/DOMESTIC PARTNER AND CHILD LIFE INS	\$9,940.86
TOTAL RETIREE LIFE AND AD&D INSURANCE	\$1,306,892.34

TOTAL ACTIVE EMPLOYER PAID HAZARDOUS OCC INS AND OCCUPATIONAL ASSAULT AD&D INSURANCE

Employer Paid	# of lives	Annual Rate	3 Year Premium (# of lives x Annual Rate x 3)
Hazardous Occupation Life Insurance (\$25,000/\$25,000/\$75,000)	38	\$1.200	\$136.80
Occupational Assault AD&D Insurance (\$100,000)	1020	\$1.200	\$3,672.00
TOTAL ACTIVE EMPLOYER PAID HAZARDOUS OCC LIFE AND OCCUPATIONAL ASSAULT AD&D INSURANCE		\$3,808.80	





Employee Benefits

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NOTICES

This section tells employees how to obtain answers to their questions.

Questions or Complaints about Your Coverage

In the event You have questions or complaints regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:

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

Or call Us at: 1-800-523-2233

When calling, please give Us the following information:

- 1) the policy number; and
- 2) the name of the policyholder (employer or organization), as shown in Your Certificate of Insurance.

Or You may contact Our Sales Office:

Hartford Life and Accident Insurance Company Group Sales Department 1125 Sanctuary Parkway Suite 450 Alpharetta, GA 30009

TOLL FREE: 888-560-9632 FAX: 770-475-1404

Residents of the states listed here can also receive assistance from the following sources.

If you have a complaint, and contacts between you and the insurer or an agent or other representative of the insurer have failed to produce a satisfactory solution to the problem, the following states require we provide you with additional contact information:

	For Residents of:	Write	Telephone	
Arkansas	Arkansas	Arkansas Insurance Department Consumer Services Division	1(800) 852-5494 1(501) 371-2640 (in the Little Rock area)	
		1200 West Third Street Little Rock, AR 72201-1904	Little Nock area)	
California	California	State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013	1(800) 927-HELP	
ldaho	Idaho	Idaho Department of Insurance Consumer Affairs 700 W State Street, 3rd Floor PO Box 83720 Boise, ID 83720-0043	1-800-721-3272 or www.DOI.Idaho.gov	

	T			
Illinois	Illinois	Illinois Department of Insurance	Consumer Assistance: 1(866) 445-5364	
		Consumer Services Station	Officer of Consumer Health Insurance:	
		Springfield, Illinois 62767	1(877) 527-9431	
Indiana	Indiana	Public Information/Market	Consumer Hotline:	
		Conduct Indiana Department of Insurance	1(800) 622-4461 1(317) 232-2395 (in the	
		311 W. Washington St. Suite 300	Indianapolis Area)	
		Indianapolis, IN 46204-2787		
Virginia	Virginia	Life and Health Division	1(804) 371-9741 (inside Virginia)	
		Bureau of Insurance	1(800) 552-7945 (outside Virginia)	
		P.O. Box 1157	(carerae in ginal)	
		Richmond, VA 23209		
Wisconsin	Wisconsin	Office of the Commissioner of	1(800) 236-8517	
		Insurance Complaints Department	(outside of Madison) 1(608) 266-0103 (in	
		·	Madison)	
		P.O. Box 7873	to request a complaint form.	
		Madison, WI 53707-7873	ioiiii.	
Certain states require specific	The following states require that We provide these notices to You about Your coverage:			
notifications at the beginning of the				
booklet-certificate.	For residents	of:		
Arizona	Arizona	This certificate of insurance may not	nrovide all benefits and	
7 1120114	protections provided by law in Arizona. Please read This			
Florida	Florida	certificate carefully. The benefits of the policy providing you coverage are		
Tionda	101144	Florida The benefits of the policy providing you coverage are governed primarily by the law of a state other than Florida.		
Delaware	STATE OF DELAWARE			
	The Civil Union and Equality Act of 2011			
		Effective January 1,	2012	
		_		

In accordance with Delaware law, insurers are required to provide the following notice to applicants of insurance policies issued in Delaware.

The Civil Union and Equality Act of 2011 ("the Act") creates a legal relationship between two persons of the same sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Delaware to spouses in a legal marriage. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout

Delaware law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to Chapter 2 of Title 13 of the Delaware Code or the State of Delaware website at www.delaware.gov/CivilUnions.

Georgia

Georgia

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

Illinois

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

In accordance with Illinois law, insurers are required to provide the following notice to applicants of insurance policies issued in Illinois.

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at www.insurance.illinois.gov.

Maine

<u>Maine</u>

The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change the designation and, policy reinstatement if the insured suffers from organic brain disease and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

Maryland

Maryland

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

Massachusetts

Massachusetts

As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org).

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

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

Montana

Montana

Conformity with Montana statutes: The provisions of this certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this certificate.

North Carolina

North Carolina

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
- 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

IMPORTANT TERMINATION INFORMATION

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

THIS CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THIS CERTIFICATE PROVIDES ALL OF THE BENEFITS

MANDATED BY THE NORTH CAROLINA INSURANCE CODE, <u>BUT</u> YOU MAY NOT RECEIVE <u>ALL</u> OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.

Texas

Texas

IMPORTANT NOTICE

complaint:

To obtain information or make a

You may call The Hartford's toll-free telephone number for information or to make a complaint at:

1-800-523-2233

You may also write to The Hartford at:

P.O. Box 2999 Hartford, CT 06104-2999

Texas, continued

1 000 020 2200

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas
Department of Insurance at:
P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:

ConsumerProtection@tdi.state.tx.us
PREMIUM OR CLAIM DISPUTES:

Should you have a dispute

Should you have a dispute concerning your premium or about a claim you should contact the agent or The Hartford first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de The Hartford para informacion o para someter una quaja al:

1-800-523-2233

Usted tambien puede escribir a The Hartford:

P.O. Box 2999 Hartford, CT 06104-2999

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104 Austin, TX 78714-9410 Fax # (512) 475-1771

Web: http://www.tdi.state.tx.us E-mail:

ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o The Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY 200 Hopmeadow Street Simsbury, Connecticut 06089 (A stock insurance company)

CERTIFICATE OF INSURANCE

If The Policy is written through a trust, the trustees of the trust would be the policyholder and the Participating Employer Name and Account Number would be added. Policyholder: ABC Company Policy Number: GL-999999

Policy Effective Date: April 1, 2011 Policy Anniversary Date: April 1, 2012

We have issued The Policy to the Policyholder. Our name, the Policyholder's 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 form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under 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 on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Terrence Shields, Secretary

Michael Concannon, President

Defined terms are capitalized throughout the Certificate.

A note on capitalization in this Certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein

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This sample represents our standard contract and includes some common options. State exceptions may apply.

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SCHEDULE OF INSURANCE

The Schedule of Insurance specifications will be tailored to the Employer's requirements.

Cost of Coverage:

Non-Contributory Basic Life Insurance

Coverage: Accidental Death and Dismemberment

ContributoryCoverage:
Basic Dependent Life Insurance
Supplemental Life Insurance

Supplemental Dependent's Life Insurance

Supplemental Accidental Death and Dismemberment

These Disclosures appear when there is contributory coverage.

Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

A person's class determines the benefits for which he or she is eligible.

Eligible Class(es) For Coverage: All Full-Time and Part-Time Active Employees and Retirees who are citizens or legal residents of the United States, its territories and protectorates, excluding temporary, leased or seasonal Employees.

Full-time Employment: at least 30 hours weekly Part-time Employment: at least 20 hours weekly

Included if the Employer offers an Annual Enrollment Period. A variety of options are available.

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

Eligibility Waiting Period for Coverage:

- 1) 30 days if You are working for the Employer on the Policy Effective Date; or
- 2) 60 day(s) if You start working for the Employer after the Policy Effective Date.

Previous service with the Employer may be used to reduce the waiting period.

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Policy.

Life Insurance Benefit

Amount of Life Insurance

<u>Basic Amount of Life Insurance</u> <u>Employee and Retiree</u>

It is common for all coverage under a Basic Life plan to be available without

Evidence of Insurability.

Maximum Amount

Full-time 1 times Your annual Earnings, subject to a maximum of Employees \$50,000 rounded to the next higher \$1,000 if not already a

multiple of \$1,000.

Part-time 1 times Your annual Earnings, subject to a maximum of Employees \$25,000 rounded to the next higher \$1,000 if not already a

multiple of \$1,000.

Retirees \$5,000

However, in no event will Your Basic Amount of Life Insurance be less than \$10,000, if You are an Active Employee.

Supplemental Life plans generally offer a "Guaranteed Issue Amount", which is available without Evidence of Insurability, and an additional amount which is subject to Evidence.

All Classes may not be eligible for the same coverage plans.

> Supplemental Dependent Life Insurance is shown here. Basic Dependent Life is also available.

Evidence of Insurability is not required on Dependent Children for total coverage amounts of \$15,000 or less.

This is our Standard guideline.

We offer three Accidental Death and Dismemberment (AD&D) Benefit packages:

Standard

Option 1

Option 2

AD&D may apply to Employees only or Employees and Dependents

The Standard package may be purchased alone, or combined with Option 1 and/or 2. The same packages would apply to Basic and Supplemental AD&D.

Supplemental Amount of Life Insurance Employee Only

Full-time **Employees** Only

Guaranteed Issue Amount 3 times Your annual Earnings. subject to a maximum of \$250,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000

Maximum Amount 5 times Your annual Earnings. subject to a maximum of \$500,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000

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

Dependent Life Insurance Benefit Employee Only

Supplemental Amount of Dependent Life Insurance

The amount You elect in Spouse increments of \$10,000,

subject to a minimum of \$10,000 and a maximum of

Guaranteed Issue Amount

\$30,000.

Maximum Amount

The amount You elect in increments of \$10,000, subject to a minimum of \$10,000 and a maximum of \$100,000.

Maximum Amount

Dependent Children: Age 15 day(s) but under age 19 year(s)

The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$15,000.

The amount of Spouse Supplemental coverage may never exceed 50% of the Supplemental Amount of Life Insurance in force for the employee.

Accidental Death and Dismemberment Benefit Employee Only

Basic Principal Sum

Full-time 1 times Your annual Earnings, subject to a maximum of \$50,000 rounded to the next higher \$1,000 if not already a **Employees**

multiple of \$1,000

Part-time 1 times Your annual Earnings, subject to a maximum of **Employees** 25,000 rounded to the next higher \$1,000 if not already a

multiple of \$1,000

However, in no event will Your Basic Principal Sum be less than \$10,000.

In this sample contract, we have included the AD&D Standard package.

The other packages are described in the Options section.

Age reductions can apply to Employees only or Employees and Spouses. When age reductions apply to Spouses, the reductions are based on the Employee's age.

Reductions also apply if the Employee or Spouse is first covered after age 65, or if benefits increase after age 65.

Our standard is to apply age reductions to the current amount of coverage (after prior reductions).

Additional Age Reduction Schedules are available.

The Spouse reduction schedule would match the Employee reduction schedule.

Future reductions are applied to the previously rounded amount.

The Standard Package includes:

- Benefits listed in the Loss Table found in the AD&D Benefit section. This includes "loss of movement" benefits.
- Seat Belt/Air Bag
- Repatriation

Supplemental Principal Sum

Full-time Employees Only Guaranteed Issue Amount 3 times Your annual Earnings, subject to a maximum of \$250,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000 Maximum Amount 5 times Your annual Earnings, subject to a maximum of \$500,000 rounded to the next higher \$1,000 if not already a

multiple of \$1,000

However, in no event will Your Supplemental Principal Sum be less than \$10,000.

Reduction in Amount of Life Insurance

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

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

Reduction in Coverage Due to Age Employee Only

We will reduce the Life Insurance Benefit and Principal Sum for You and Your Spouse by the percentage indicated in the table below. This reduction will be effective on the Policy Anniversary Date following the date You or Your Spouse attains the ages shown below. The reduction will apply to the Amount of Life Insurance and Principal Sum in force immediately prior to that Anniversary Date.

Reductions also apply if:

- 1) You or Your Spouse become covered under The Policy; or
- 2) Your or Your Spouse's coverage increases; on or after the date You or Your Spouse attains age 65.

Percentage by which current	Your Age	Your % Reduction	Your Spouse's % Reduction
amount of	65	35%	35%
coverage (after all	70	35%	35%
previous	75	35%	35%
reductions) will be	80	25%	25%
reduced.	85	25%	25%
	90	25%	25%
	95	25%	25%

The reduced amount of coverage will be rounded to the next higher multiple of \$500, if not already a multiple of \$500. An appropriate adjustment in premium will be made.

Additional Accidental Death and Dismemberment Benefits:

Seat Belt Benefit Amount

Percentage of Basic & Supplemental Accidental Death and Dismemberment
Principal Sum: 10%
Maximum Amount: \$10,000

Minimum Amount: \$1,000

Air Bag Benefit Amount

Percentage of Basic & Supplemental Accidental Death and Dismemberment

Principal Sum: 5% Maximum Amount: \$5,000

Repatriation Benefit

Percentage of Basic & Supplemental Accidental Death and Dismemberment Principal Sum: 5%

Maximum Amount: \$5,000

ELIGIBILITY AND ENROLLMENT

Eligible Persons: Who is eligible for coverage?

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

Eligibility date descriptions can be modified to meet Employer needs.

Eligibility for Coverage: When will I become eligible?

You will become eligible for coverage on the latest of:

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

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

Eligibility for Dependent Coverage: When will I become eligible for Dependent Coverage?

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

No person may be insured:

- 1) as a Dependent and an Active Employee; or
- 2) as a Dependent of more than one Active Employee; under The Policy.

Enrollment: How do I enroll for coverage?

For Non-Contributory Coverage, Your Employer will automatically enroll You for coverage. However, You will be required to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

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

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

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

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

This describes when Evidence of Insurability is required for **initial** coverage.

Evidence of Insurability Requirements: When will I first be required to provide Evidence of Insurability?

We require Evidence of Insurability for initial coverage, if You:

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

Evidence of Insurability is required if an Employee was eligible, but did not enroll under the Prior Policy.

If Your Evidence of Insurability is not satisfactory to Us:

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

Employees who are late enrollees are no longer eligible for the Guaranteed Issue coverage amount.

Dependent Evidence of Insurability Requirements: When will my Dependents first be required to provide Evidence of Insurability?

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

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

Evidence of Insurability is not required for Dependent Children for combined amounts of \$15,000 or less.

However, no Evidence of Insurability will be required if the Amount of Life Insurance for Your Dependent Child(ren) is \$15,000 or less.

If Your Dependents' Evidence of Insurability is not satisfactory to Us:

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

Evidence of Insurability: What is Evidence of Insurability?

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

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

We pay for Evidence of Insurability, except in the case of late enrollment.

Evidence of Insurability will be furnished at Our expense except for Evidence of Insurability due to late enrollment. We will then determine if You or Your Dependents are insurable for initial coverage or an increase in coverage as described in the Increase in Amount of Life Insurance provision.

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

The Employer selects which of these Family Status changes to include in The Policy. Domestic Partner language may be included when requested. States may vary terms and availability of Domestic Partner coverage.

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

 A Change in Family Status occurs when:
 - 1) You get married or You execute a domestic partner affidavit;
 - 2) You and Your spouse divorce or You terminate a domestic partnership;
 - B) Your child is born or You adopt or become the legal guardian of a child;
 - 4) Your spouse or domestic partner dies;
 - 5) Your child is no longer financially dependent on You or dies;
 - 6) Your spouse or domestic partner is no longer employed, which results in a loss of group insurance; or
 - You have a change in classification from part-time to full-time or from fulltime to part-time.

PERIOD OF COVERAGE

Effective Date: When does my coverage start?

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

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

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

Coverage for which Evidence of Insurability is required, may become effective later than Guaranteed Issue coverage.

- Any coverage for which Evidence of Insurability is required, will become effective on the later of:
 - 1) the date You become eligible; or
 - 2) the date We approve Your Evidence of Insurability.

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

Effective Date of Retiree Coverage: When does my Retiree Coverage start? Non-Contributory Coverage will start on the date You become eligible.

Contributory Coverage will start on the date You become eligible if You enroll on or before that date.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

The Employee Deferred Effective Date provision applies to the original coverage effective date and when increases or new benefits are added.

Deferred Effective Date: When will my effective date for coverage or a change in my coverage be deferred?

With respect to Active Employees, if, on the date You are to become covered:

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

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

The Retiree Deferred Effective Date provision does not apply to initial coverage under The Policy.

- ▶ With respect to Retirees, if, on the date You are to become covered:
 - 1) for increased benefits; or
 - 2) for a new benefit;

You are:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until You:

- 1) are discharged from the hospital; or
- 2) are no longer Confined Elsewhere;

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

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

There are two versions of Employee Continuity of Coverage:

- Standard
- Enhanced (included here)

To qualify under the Standard version, the Employee must have been insured and Actively at Work or on an authorized family leave on the day before our Policy Effective Date.

In the Enhanced version, coverage will not be deferred if the Employee is insured under the Prior Policy on the day before our Policy Effective Date, regardless of whether he or she was Actively at Work or on an approved family and medical leave on that day.

An Employee's coverage under either Continuity of Coverage provision will not last longer than it would have under the Prior Policy, and is capped at 12 months.

The Enhanced version is recommended when replacing a policy which included waiver of premium.

As with Employees, Dependent coverage which is subject to Evidence of Insurability may become effective later than Guaranteed Issue coverage.

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

Not Applicable To Retirees.

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

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

reduced by any coverage amount:

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

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

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

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

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

Dependent Effective Date: When does Dependent coverage start? Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date: or
- 2) the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.
- Coverage for which Evidence of Insurability is required, will become effective on the later of:
 - 1) the date You become eligible for Dependent coverage; or
 - 2) the date We approve Your Dependents' Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

The Dependent Deferred Effective applies to the original coverage effective date and when increases or new benefits are added to the Policy.

The phrase "other than a newborn" appears when we offer Dependent Child coverage from "live birth". A "live birth" definition is not standard, but is available.

Disabled children who qualify under the definition of Dependent Children are not subject to the Dependent Deferred Effective Date provision.

Dependent Continuity of Coverage is recommended when taking over a Prior Policy which included Dependent coverage. Under this provision, initial coverage will not be deferred for those who were covered as Dependents on the day before our Policy Effective Date.

If an Annual Enrollment Period is not included, this would be revised to state the Employee may request changes at any time.

Effective date descriptions can be modified to meet Employer needs.

Evidence of Insurability requirements for **increases in coverage** are described here.

Dependent Deferred Effective Date: When will the effective date for Dependent coverage or a change in coverage be deferred?

If, on the date Your Dependent is to become covered:

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

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere:

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

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

This Deferred Effective Date provision will not apply to disabled children who qualify under the definition of Dependent Child(ren).

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

Dependent Continuity from a Prior Policy: Is there continuity of coverage from a Prior Policy for my Dependents?

If on the day before the Policy Effective Date, You were covered with respect to Your Dependents under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependents. However, the Dependent Amount of Insurance will be the lesser of the amount of life insurance:

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

reduced by any coverage amount:

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

► Change in Coverage: When may I change my coverage or coverage for my Dependents?

After Your initial enrollment You may increase or decrease coverage for You or Your Dependents, or add a new Dependent to Your existing Dependent coverage:

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

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

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

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

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

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

If You or Your Dependents are:

 already enrolled for an Amount of Supplemental Life Insurance under The Policy, then You and Your Dependents must provide Evidence of Insurability

for any increase; or

- 2) not already enrolled:
 - a) for an Amount of Basic Life Insurance under The Policy, You and Your Dependents must provide Evidence of Insurability for any amount of Basic Life Insurance coverage; or
 - for an Amount of Supplemental Life Insurance under The Policy, You and Your Dependents must provide Evidence of Insurability for any amount of Supplemental Life Insurance coverage;

including an initial amount.

Evidence of Insurability is required the first time someone passes the Guaranteed Issue Amount.

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

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

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

Increase in Amount of Life Insurance: If my Amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?

If Your Amount of Life Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your Amount of Life Insurance is greater than the Guaranteed Issue Amount. An increase in Earnings which causes an increase in Your Amount of Life Insurance will be accompanied by a corresponding increase in the amount of premium due for this coverage.

Once approved, We will not require Evidence of Insurability again if Your Amount of Life Insurance increases solely because Your Earnings increased.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your Amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.
- Termination: When will my coverage end? Not applicable to Retirees Your coverage will end on the earliest of the following:
 - 1) the date The Policy terminates;
 - 2) the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
 - 3) the date the premium payment is due but not paid;
 - 4) the date Your Employer terminates Your employment; or
 - 5) the date You are no longer Actively at Work;

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

Retiree Coverage Termination: When will my Retiree Coverage End? Your coverage will end on the earliest of the following:

- 1) the date The Policy Terminates;
- the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the date the required premium is due but not paid.

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This applies to Multiple of Earnings plans.

Depending on the Combined Life Insurance Maximum Benefit for the case, once someone passes the Guaranteed Issue Amount and Evidence of Insurability is approved, an Employee may not need to provide Evidence for future coverage increases which are due solely to an increase in Earnings.

If Evidence is required, it would only be needed for Employees who received an Earnings increase in excess of \$25,000 in the past year.

If Evidence is not required, this language would be modified.

This describes when coverage will terminate unless it is continued in accordance with one of the Continuation Provisions.

Termination date descriptions can be modified to meet Employer needs.

Dependent Termination: When does coverage for my Dependent end? Coverage for Your Dependent will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid:
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage; or
- 5) the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the Continuation Provisions.

Continuation Provisions allow an Employer to extend Life and Accidental Death and Dismemberment coverage beyond the date when it would have terminated.

Coverage under the Continuation

or the Policy terminates, coverage

premium. If premium payment ceases

Provisions requires payment of

Continuation Provisions: Can my coverage and coverage for my Dependents be continued beyond the date it would otherwise terminate?

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way.

The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

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

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

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

<u>Leave of Absence</u>: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Life coverage) may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Coverage during a Military Leave of Absence may be continued for up to 8 weeks for cases of less than 50 lives and 12 weeks for cases of 50 lives or more.

Military Leave of Absence: If You enter active full-time military service and are granted a military leave of absence in writing, Your coverage (including Dependent Life coverage) may be continued for up to 12 weeks. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Employers may request a longer continuation period for Employees entering full-time military duty.

<u>Lay Off:</u> If You are temporarily laid off by the Employer due to lack of work, all of Your coverage (including Dependent Life coverage) may be continued until the last day of the month following the month in which the lay off commenced. If the lay off becomes permanent, this continuation will cease immediately.

Status Change: If You are:

- 1) employed by the Policyholder; and
- no longer in an Eligible Class due to a reduction in the number of scheduled hours You work;

Your coverage (including Dependent Life coverage) may be continued until the last day of the third consecutive month after the month Your scheduled hours were reduced.

This allows continuation of Life coverage for Employees with Hartford Group Disability Insurance who return to work but still meet the definition of disabled.

Continuation due to Sickness or Injury should always be included. In some states, Sickness or Injury continuation is required for a minimum of six months.

This is designed to support Federal FMLA law which requires Employers, with 50 Employees or more, to continue coverage for up to 12 weeks. Also includes 26 weeks of coverage for those on Family Military Leave.

This allows continuation of coverage past the limiting age for Dependent Children who are disabled and meet other listed conditions.

This language reflects our Standard Waiver of Premium provision. We have numerous Life Insurance disability provisions available, some which offer coverage for employees who are Disabled after age 60.

▶ Disability Insurance: If You are working for the Policyholder and:

- 1) are covered by; and
- 2) meet the definition of disabled under;

a group long term disability insurance policy, issued by Us to Your Employer, Your coverage (including Dependent Life coverage) may be continued for a period of 12 consecutive month(s) from the date You were last Actively at Work while You remain disabled.

Sickness or Injury: If You are not Actively at Work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued:

- for a period of 12 consecutive month(s) from the date You were last Actively at Work; or
- if such absence results in a leave of absence in accordance with state or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive month(s).

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage(s) (including Dependent Life coverage) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

Continuation for Dependent Child(ren) with Disabilities: Will coverage for Dependent Child(ren) with Disabilities be continued?

If Your Dependent Child(ren) reach the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 19 or older; and
- 2) disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child(ren) coverage will not terminate solely due to age. However:

- You must submit proof satisfactory to Us of such Dependent Child(ren)'s disability within 31 days of the date he or she reaches such age; and
- such Dependent Child(ren) must have become disabled before attaining age
 19.

Coverage under The Policy will continue as long as:

- 1) You remain insured:
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the Amount of Life Insurance for such Dependent Child(ren) will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

Waiver of Premium: Does coverage continue if I am Disabled?
Waiver of Premium is a provision which allows You to continue Your and Your Dependent's coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

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

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

The Employer may choose to have Waiver of Premium apply to Employee premium only, or to Employee and Dependent premium. When premium for Dependent coverage is included, it is still the disability of the Employee that triggers the benefit.

When Living Benefit Option is included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Waiver of Premium. The life expectancy durations in both benefits would match.

These conditions represent our Standard Waiver of Premium provision.

Employees who become Disabled at age 60 or older, will not be covered under this provision. They may be covered for up to 12 months under the Sickness or Injury Continuation Provision.

Additional provisions are available.

If The Policy includes Portability, both Conversion and Portability may be available if Waiver of Premium is not approved.

This feature allows Employees to attempt to return to work for a limited period without jeopardizing their eligibility for Waiver of Premium. Only Your Dependents who were covered under The Policy when You were last Actively at Work will be covered under Waiver of Premium.

- ► Eligible Coverages: What coverages are eligible under this provision? This provision applies only to:
 - 1) Your Basic Life Insurance;
 - 2) Supplemental Life Insurance; and
 - 3) Dependent Life Insurance.

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

▶ Disabled: What does Disabled mean?

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

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

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

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

To qualify for Waiver of Premium You must:

- be covered under The Policy and be under age 60 when you become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive months, starting on the date You were last Actively at Work; and
- B) provide such proof within one year of Your last day of work as an Active Employee.

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

When Premiums are Waived: When will premiums be waived?

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 9 months You are Disabled. We have the right to:

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

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

- However, if We deny Waiver of Premium, You may be eligible to:
 - 1) continue coverage under the Portability Benefit: or
 - 2) convert coverage in accordance with the Conversion Right; for You and Your Dependents
- If You cease to be Disabled and return to work for a total of 5 days or less during the first 9 months that You are Disabled, the 9 month waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 9 month period. If You return to work for more than 5

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days, You must satisfy a new waiting period.

Benefits may still be payable if the Employee dies before Waiver of Premium is approved. Benefit Payable before Approval of Waiver of Premium: What if I die or my Dependent dies before I qualify for Waiver of Premium?

If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for the deceased person provided:

- 1) You were continuously Disabled;
- 2) the Disability lasted or would have lasted 9 months or more; and
- 3) premiums had been paid for coverage.

This describes when waiver will cease under our Standard Waiver of Premium provision.

▶ Waiver Ceases: When will Waiver of Premium cease? We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain Normal Retirement Age if Disabled prior to age

This language is included when the Employer elects Waiver of both Employee and Dependent premium. Dependent coverage that is continued under Waiver of Premium, will terminate if the Policy terminates.

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die:
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependents are no longer in an Eligible Class, or Dependent coverage is no longer offered; or
- 5) Your Dependent no longer meets the definition of Dependent.

When the Employee's coverage under Waiver of Premium ends, Conversion may be available. Portability is not available at this time.

What happens when Waiver of Premium ceases? When the Waiver of Premium ceases:

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

Employees may still qualify for Waiver of Premium after the Policy terminates.

► Effect of Policy Termination: What happens to the Waiver of Premium if The Policy terminates?

If The Policy terminates before You qualify for Waiver of Premium:

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

Once an Employee has been approved for Waiver of Premium, policy termination will not affect the Employee's coverage; however Dependent coverage will terminate.

- If The Policy terminates after You qualify for Waiver of Premium:
 - 1) Your Dependent coverage will terminate; and
 - 2) Your coverage under the terms of this provision will not be affected.

BENEFITS

Life Insurance Benefit: When is the Life Insurance Benefit payable? If You or Your Dependents die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

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

Our Suicide exclusion applies to elected increases in coverage, but not to benefit increases due solely to increases in Earnings.

Suicide: What benefit is payable if death is a result of suicide? If You commit suicide while sane or insane, We will not pay any Supplemental Amount of Life Insurance for You which was elected within the 2 year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings.

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

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

Covered losses can occur within 365 days of the accident.

Accidental Death and Dismemberment can also apply to Dependents.

Accidental Death and Dismemberment Benefit: When is the Accidental Death and Dismemberment Benefit payable? This benefit is not available for Retirees. If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, and the accident occurs while You are covered under this benefit, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss, in accordance with the Proof of Loss provision.

This benefit will be paid according to the General Provisions of The Policy.

This Loss Table indicates the percentage of Principal Sum payable for different types of accidental losses.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

For Loss of:	Benefit:
Life	Principal Sum
Both Hands or Both Feet or Sight of	
Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Speech and Hearing in Both Ears	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Movement of Both Upper and Lower	
Limbs (Quadriplegia)	Principal Sum
Movement of Both Lower Limbs	·
(Paraplegia)	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia)	Three-Quarters of Principal Sum
Movement of the Upper and Lower	
Limbs of One Side of the Body	
(Hemiplegia)	One-Half of Principal Sum
Either Hand or Foot	One-Half of Principal Sum
Sight of One Eye.	One-Half of Principal Sum
Speech or Hearing in Both Ears	One-Half of Principal Sum
Movement of One Limb (Uniplegia)	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand	One-Quarter of Principal Sum

Loss means with regard to:

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

The Seat Belt and Air Bag Benefit adds additional protection when someone suffers a covered loss in a motor vehicle accident and he or she was strapped in a Seat Belt when the Air Bag inflated. Certain other requirements apply.

Police Report verification is required for the full Seat Belt benefit to be paid.

In order for the Air Bag benefit to be payable, the insured person must first qualify for the Seat Belt benefit.

A Minimum Benefit will be paid if use of a Seat Belt cannot be verified.

Seat Belt and Air Bag Benefit: When is the Seat Belt and Air Bag Benefit payable? This benefit is not available for Retirees.

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;
- a properly registered Motor Vehicle and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

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

Seat Belt means:

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

The Seat Belt and Air Bag Benefit will not be payable if You are operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated; or
- 2) taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

This benefit applies if the insured person's Loss of life occurs outside the state or country of residence, and helps pay expenses for transportation and preparation of the body for burial or cremation.

Repatriation Benefit: When is the Repatriation Benefit payable? This benefit is not available for Retirees.

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence. We will only pay a benefit if Your body is transported across state lines or country borders.

This Benefit will be paid:

- after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
 - a) preparation of the body for burial or cremation; and
 - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

This provision allows Employees and their Dependents to convert coverage to an individual policy if coverage, or a portion of coverage, terminates.

- Conversion Right: If coverage under The Policy ends, do I have a right to convert? If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependents have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:
 - 1) the Accidental Death and Dismemberment Benefits; or
 - 2) any Amount of Life Insurance for which You or Your Dependents were not eligible and covered;

under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or,
- 2) coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for 5 years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

The amount which may be converted under these circumstances varies according to state law.

When coverage ends for other reasons, the full amount of terminating coverage may be converted.

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

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

Contact information regarding the Conversion provision is included in the Employer's Administration Manual.

- **Conversion:** How do I convert my coverage or my Dependents' coverage? To convert Your coverage or coverage for Your Dependents, You must:
 - 1) complete a Notice of Conversion Right form; and
 - 2) have Your Employer sign the form.

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the form;

whichever is later. However, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You or Your Dependents under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: What are the Conversion Policy provisions? The Conversion Policy will:

- 1) be issued on any one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

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

However, Conversion is not available for any Amount of Life Insurance which was, or is being, continued:

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

until such coverage ends.

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

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

- 1) coverage under The Policy terminates; and
- You or Your Dependent die within 31 days of the date coverage terminates; and
- 3) We receive Proof of Loss.

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

If an individual dies within the Conversion Period and we receive Proof of Loss, a benefit can be paid, even if he or she never applied for Conversion.

If an employee Converts his or her coverage and Waiver of Premium is later approved, the Conversion policy can be surrendered and the premium will be refunded.

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

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

EXCLUSIONS

These exclusions apply only to Accidental Death and Dismemberment coverage.

Exclusions: What is not covered under The Policy?

The Policy does not cover any loss caused or contributed to by:

- 1) intentionally self-inflicted Injury:
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbituates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 6) Injury sustained while committing or attempting to commit a felony; or
- 7) Injury sustained while Intoxicated.

Intoxicated means:

- 1) the blood alcohol content:
- the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

GENERAL PROVISIONS

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

You, or the person who has the right to claim benefits, must give Us, written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address, and the Policy Number.

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

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

One or more of these items may be requested in a particular situation.

Proof of Loss: What is Proof of Loss?

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Enrollment form;
- 4) Your Beneficiary Designation (if applicable);
- 5) documentation of:
 - a) the date Your disability began;
 - b) the cause of Your disability; and
 - c) the prognosis of Your disability;
- any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;

- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

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

Written Proof of Loss should be sent to Us or Our representative:

- 1) with respect to the Life Insurance Benefits within 365 day(s); and
- 2) with respect to the Accidental Death and Dismemberment Benefits within 90 day(s);

after the loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

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

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

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

Claim Payment: When are benefit payments issued?

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

Benefits may be subject to interest payments as required by applicable law.

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

Life Insurance Benefits and benefits for loss of life under the Accidental Death and Dismemberment Benefit will be paid in accordance with the life insurance Beneficiary Designation provided it does not contradict the Claim Payment provision.

If there is no named beneficiary, we determine which of these parties to pay.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving spouse;
- if Your spouse does not survive You, in equal shares to Your surviving children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

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

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

The Employee is always the beneficiary for Dependent Life coverage.

We will pay the Life Insurance Benefit and benefits for loss of life under the Accidental Death and Dismemberment Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving spouse or the executor or administrator of Your estate.

Employees or Beneficiaries may have the option to receive benefits through a draft book account, marketed as Safe Haven.

If benefits are payable and meet Our guidelines, then You, or your Beneficiary, may elect to receive benefits in a lump sum payment or may elect to receive benefits through a draft book account. The draft book account will be owned by:

- 1) You, if living; or
- 2) Your beneficiary, in the event of Your death.

However, an account will not be established for:

- 1) a benefit payable to Your estate;
- 2) an Accidental Death and Dismemberment Principal Sum;
- 3) an amount that is less than \$10,000; or
- 4) benefits due at Your Dependent's death.

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

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

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

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

In no event may a beneficiary be changed by a power of attorney.

Claim Denial: What notification will my beneficiary or I receive if a claim is denied? If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal: What recourse do my beneficiary or I have if a claim is denied? On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

1) must request a review upon written application within:

- a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
- b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: Who interprets the terms and conditions of The Policy? We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Incontestability: When can the Life Insurance Benefit of The Policy be contested? Except for non-payment of premiums, Your or Your Dependent's Life Insurance Benefit cannot be contested after two years from its effective date.

In the absence of fraud, no statement made by You or Your Spouse relating to Your or Your Spouse's insurability will be used to contest Your insurance for which the statement was made after Your insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You and Your Spouse. No statement made relating to Your Dependents being insurable will be used to contest the insurance for which the statement was made after their insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You or Your representative.

All statements made by the Policyholder, the Employer or You or Your Spouse under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

All rights and interest for benefits other than Accidental Dismemberment can be absolutely assigned.

Generally, absolute assignment is the transfer of all of the employee's rights in an insurance policy to another party (assignee). Once assigned, this can't be reversed unless agreed to by the assignee.

▶ **Assignment:** Are there any rights of assignment?

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

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

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

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

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

Collateral assignments which involve the transfer of rights under a life insurance policy to a creditor to secure a loan, are not available.

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

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

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) more than 6 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

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

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

Insurance Fraud: How does the Company deal with fraud?

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

Misstatements: What happens if facts are misstated?

If material facts about You or Your Dependents were not stated accurately:

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

DEFINITIONS

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

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

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

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

This definition is included if the definition of "Earnings" includes Commissions. Additional averaging periods are available.

- **Commissions** means the annual average of monetary commissions You received from the Employer over:
 - 1) the 2 year period immediately prior to an annual date mutually agreed upon by the Policyholder and Us; or
 - 2) the total period of time You worked for the Employer, if less than the above period.

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 that concern.

This applies to coverage which is paid for, in whole or in part, by the Employee.

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

Dependent Child(ren) means:

Your unmarried children, stepchildren, legally adopted children, or any other children related to You by blood or marriage or domestic partnership who:

- 1) live with You in a regular parent-child relationship; and/or
- 2) You claimed as a dependent on Your last filed federal income tax return; provided such children are primarily dependent upon You for financial support and maintenance and are:
 - 1) at least 15 days old but not yet age 19;
 - 2) age 19, but not yet age 25, and in full-time attendance (at least 12 course credit hours per semester) at an accredited institution of learning. If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student continues to qualify as a Dependent; or
 - age 19 or older and disabled. Such children must have become disabled before attaining age 19. You must submit proof, satisfactory to Us, of such children's disability.

Dependents means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories and protectorates.

This is our standard definition. Additional Earnings definitions are available.

Dependent Child also includes

older and disabled, if primarily

dependent upon the Employee for

financial support. They must have become disabled before age 19.

unmarried children who are age 19 or

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

Although not standard, commissions may be included in the definition of Earnings.

However, if You are an hourly paid Active Employee, Earnings means the product of:

- the average number of hours You worked per year, not including overtime, over the most recent 1 year period immediately prior to the date You were last Actively at Work, multiplied by:
- 2) Your hourly wage in effect on the date immediately prior to the date You were last Actively at Work.

Employer means the Policyholder.

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

Accidental Death and Dismemberment pays benefits when a covered person sustains an Injury which results in certain losses within 365 days. This defines what would and would not be considered an Injury.

Injury means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

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

is not considered as resulting from Injury.

Motor Vehicle means a self-propelled, four (4) or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

This applies to coverage which is paid for by the Employer.

Non-Contributory Coverage means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

An individual's Normal Retirement Age depends on his or her year of birth.

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

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

Physician means a person who is:

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

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

Related means Your Spouse, or someone in a similar relationship in law to You, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

This definition would be included if Retirees are covered under The Policy.

Retiree means a former employee of the Employer:

- 1) whose age plus years of service equals at least 80;
- 2) who has attained 65;
- who has completed at least 20 years of active full-time or part-time service with the Employer; and
- 4) who retired from the Employer immediately after the last day as an Active Employee.

The definition may be revised to reflect the Employer's retirement policies.

Domestic Partner language may be

included.

► Spouse means Your spouse who:

- 1) is not legally separated or divorced from You; and
- 2) is not in active full-time military service

Spouse will include Your domestic partner provided You:

- have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy; or
- 2) have registered as domestic partners with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit or required by law.

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

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

You or Your means the person to whom this Certificate of Insurance is issued.

AMENDATORY RIDER

This Amendatory Rider amends the booklet certificate to comply with the laws of the employee's state of residence, when and where required.



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY 200 Hopmeadow Street Simsbury, Connecticut 06089 (A stock insurance company)

This rider is attached to a certificate given in connection with The Policy.

This rider becomes effective on the certificate effective date.

This rider is intended to amend Your certificate, as indicated below, to comply with the laws of Your state of residence. Only those references to benefits, provisions or terms actually included in Your certificate will affect Your coverage. In addition, any reference made herein to Dependent coverage will only apply if Dependent coverage is provided in Your certificate.

California

For California residents:

- 1) The following is added to the definition of **Spouse:**
 - Spouse will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) The following is added to the definition of **Dependent Child(ren)**: Dependent Child(ren) will also include child(ren) of Your California registered domestic partner.

Colorado

For <u>Colorado</u> residents, the **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

Connecticut

For Connecticut residents:

- 1) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
- 2) The following is added to the definition of **Spouse:**

Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

Louisiana

Louisiana, continued

For Louisiana residents:

- The definition of **Dependent Child(ren)** is replaced by the following: **Dependent Child(ren)** means:
 - 1) Your unmarried children, stepchildren, legally adopted children;
 - unmarried child who is placed in Your home pursuant to an adoption placement agreement; executed with a licensed adoption agency (from the date of placement in Your home);
 - an unmarried child who is placed in Your home following execution of an act of voluntary surrender (as of the date on which the act of voluntary surrender becomes irrevocable);
 - Your unmarried grandchildren who are in Your legal custody and live with You; or
 - 5) any other children related to You by blood or marriage who live with You in a regular parent-child relationship;

provided such children are primarily dependent upon You for financial support and maintenance and are:

- 1) from live birth to age 21 years;
- 2) age 21, but under age 24, and in full-time attendance at an accredited institution of learning. If a student is attending a Louisiana vocational, technical, vocational-technical, or trade school or institute on a full-time basis, as defined by the institution, then we will consider the student to have satisfied the requirements of full-time attendance for The Policy;
- Coverage will be continued for a child up to age 24 who is deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder; or
- 4) age 21 or older and disabled. Such children must have become disabled before attaining age 21. You must submit proof, satisfactory to Us, of such children's disability.
- 2) The definition of **Dependent** is replaced by the following:

Dependent means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories and protectorates. Any person who is in full-time military service cannot be a dependent, unless that person is subsequently called to military service and any required premium is paid.

- 3) Any and all references to Domestic Partners are hereby deleted.
- 4) The age limit stated in the **Continuation for Dependent Children with Disabilities** provision is increased to 21, if less than 21.
- 5) The following provision is added to the **Period of Coverage** provisions:

Reinstatement after Military Service: If:

- Your coverage terminates because You enter active military service; and
- You are rehired within 12 months of the date Your coverage terminated/within 12 months of the date You return from active military service;

then coverage for You and Your previously covered Dependent Spouse/Dependents may be reinstated, provided You request such reinstatement within 31 days of the date You return to work. The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage terminated; and
- 2) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
- 3) be subject to all the terms and provisions of The Policy.
- 6) The dollar amount stated in the third paragraph of the **Claims to be Paid** provision is changed to \$250, if less than \$250.
- 7) The exclusion for the **Seatbelt and Air Bag** benefit is replace by the

following:

The Seat Belt and Air Bag Benefit will not be payable if the injured person is operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated; or
- 2) under the influence of narcotics, unless administered on the advice of a physician.

Louisiana, continued

8) The drug exclusion in the Accidental Death and Dismemberment **Exclusions** is replaced by the following:

Injury sustained while under the influence of narcotics, unless administered on the advice of a Physician;

Maryland

For Maryland residents:

- The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
- 2) The following is added to the definition of **Spouse:**

Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

Massachusetts

For <u>Massachusetts</u> residents, the definition of **Terminal Illness or Terminally III** in the Accelerated Benefit cannot exceed 24 months.

Minnesota

For Minnesota residents:

- The term "granted military leave of absence" in the <u>Military Leave of</u>
 <u>Absence</u> portion of the **Continuation Provisions** section, is amended to
 "documented military leave of absence."
- 2) The following applies to You if there are more than 25 residents of Minnesota who are covered under The Policy and those 25 residents constitute 25% or more of the total number of people covered under The Policy: The provision titled "Lay Off" is deleted from the Continuation Provisions and is replaced by the following:

Lay Off: If You are voluntarily or involuntarily terminated or Laid Off, You may elect to continue Your coverage by making monthly premium payments to the Employer for the cost of continued coverage. You must elect this continued coverage within 60 days from:

- 1) the date Your coverage would otherwise terminate; or
- 2) the date You receive a written notice of Your right to continue coverage;

whichever is later. The amount of premium charged may not exceed 102% of the premium paid, either by You or the Employer, for life insurance coverage for an Active Employee. The Employer will inform You of:

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

Upon request, the Employer will provide You Our written verification of the cost of coverage. Coverage will continue until the first to occur of:

- 1) the date You are covered under another group policy; or
- 2) the last day of the 18th month following the date of termination or layoff.

At the end of such 18 month period, You may exercise the Conversion Right if You do so within the time limits described in such provision. However, in lieu of conversion coverage You may accept a policy providing reduced benefits at a reduced premium rate. Minnesota law

requires that if Your coverage ends because the Employer fails:

- 1) to notify You of Your right to continue coverage; or
- 2) to pay the premium after timely receipt;

the Employer will be liable for benefit payments to the extent We would have been liable had You still been covered. Laid Off means that there is a reduction in the number of hours You work for the Employer so that You are no longer eligible for coverage. The term termination does not include discharge for gross misconduct but does include retirement.

3) the 9th paragraph of the **Accelerated Benefit** provision is deleted.

- the 2nd, 3rd and 4th paragraphs of the **Conversion Right** provision are deleted.
- 5) The first sentence of the 5th paragraph of the **Claims to be Paid** provision is amended as follows:

If benefits are payable and are greater than \$15,000, then You or Your beneficiary may request that We pay benefits into a draft book account (checking account) which will be owned by:

- 1) You, if living; or
- 2) Your beneficiary, in the event of Your death.

Missouri

Minnesota, continued

For Missouri residents:

- The time periods stated in the Conditions for Qualification and the Benefit Payable before Approval of Waiver of Premium provisions are changed to 180 days, if greater than 180 days.
- 2) The following language is added to the When Premiums are Waived provision:

If Waiver of Premium is approved, it will be retroactive to the date the disability began. Premiums will be waived retrospectively once You have completed the 180 day waiting period.

The Suicide provision is replaced by the following:

Suicide: What benefit is payable if death is a result of suicide? If You or Your Dependent commit suicide, whether sane or insane, We will not pay any Supplemental Amount of Life Insurance or Supplemental Amount of Dependent Life Insurance for the deceased person which was elected within the 1 year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings. If You or Your Dependent die as a result of suicide, whether sane or insane, within 1 year of the Policy effective date, all premiums paid for coverage will be refunded.

This 1 year period includes the time group life insurance coverage was in force under the Prior Policy.

Montana

For Montana residents:

- 1) The time period stated in the **Conversion Right** provision is changed to 3 years, if greater than 3 years.
- 2) The dollar amount stated in the **Conversion Right** provision is changed to \$10,000, if less than \$10,000.
- 3) The 2nd paragraph of the **Conversion Policy Provisions** is deleted.
- 4) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$500, if not \$500.
- 5) The following provision is added to the **Claims to be Paid** provision.

Payable Interest: *Is interest payable on death claims?*Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the claim is paid more than 30 days after the date due proof is received, the amount payable will include interest. Interest will be paid at the discount rate, on 90-day commercial paper, in effect at

the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof is received.

New Hampshire

For New Hampshire residents:

- 1) The Waiver of Premium and Disability Extension provision or the Disability Extension provision is deleted
- 2) The following is added to the end of the first paragraph of the **Conversion** provision:

The Notice of Conversion Right form will be mailed to You within 15 days after the Policy ceases. If notice is given more than 15 days after the Policy ceases, the time You have to convert will be extended for 15 days from the date notice was given.

3) The last sentence of the second paragraph of the **Conversion** provision is replaced by the following:

However, unless you did not have notice, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.

- 4) Item #3 in the second paragraph of the Sending Proof of Loss provision is deleted.
- 5) The dollar amount stated in the third paragraph of the **Claims to be Paid** provision is changed to \$250, if less than \$250.
- 6) The following is added to the Period of Coverage if Spouse Accidental Death and Dismemberment is included in the contract:

Spouse Continuation: Can coverage be continued for a divorced Spouse?

If You are legally separated or divorced from Your Spouse, coverage for Your former Spouse may continue under The Policy until the earliest of:

- 1) the last day of the third year following the anniversary of a final divorce or legal separation;
- 2) the date You remarry;
- 3) the date Your former Spouse remarries;
- 4) a date specified in the final divorce decree;
- the date Your former Spouse fails to pay any premiums that may be due: or
- 6) the date You die.

North Dakota

For <u>North Dakota</u> residents, the **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

Oregon

For Oregon residents:

1) The following is added to the definition of **Spouse:**

Spouse will also include an individual who is in a registered domestic partnership with You in accordance with Oregon law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.

2) The following is added to the definition of **Dependent Child(ren)**: Dependent Child(ren) will also include child(ren) of Your Oregon registered domestic partner.

South Carolina

For South Carolina residents:

- The following is added to the Physical Examinations and Autopsy provision: "Such autopsy must take place in the state of South Carolina."
- 2) The dollar amount stated in the third paragraph of the **Claims to be Paid** provision is changed to \$2,000, if less than \$2,000.

South Dakota

For South Dakota residents:

1) The suicide, felony, speed or endurance contest exclusions are replaced

South Dakota, continued

by the following:

suicide, whether sane or insane, within two years of the individual's coverage under the policy;

Injury caused directly or indirectly by riding or driving on land, air, or water if participating in a speed or endurance contest; Injury sustained while committing a felony.

- The self-inflicted Injury, drug, Intoxicated and Driving while Intoxicated exclusions are deleted.
- 3) The definition of "Intoxicated" is deleted from the Exclusion section.
- 4) The exclusions set forth in the **Seat Belt and Air Bag** benefit are deleted.
- 5) The definition of **Felonious Assault** set forth in the Felonious Assault Benefit is replaced by the following:

Felonious Assault means a violent or criminal act directed at You or Your Dependents during the course of a robbery, kidnapping or criminal assault, which constitutes a felony under the law.

Utah

For Utah residents:

- 1) The time period stated in the **Suicide** provision is changed to 2 years if not already 2 years.
- 2) Item 1 of the first paragraph in the **Conversion Policy Provisions** is replaced by the following:
 - be issued on one of the Life Insurance policy forms the Insurer is customarily issuing at the age and for the amount applied for at the time of conversion except for term insurance; and
- 3) The following sentence is added to the **Effect of Waiver of Premium on Conversion** provision, if not already added:

The Insurer will refund the premium paid for such Conversion Policy.

- 4) The time period stated in the **Claim Forms** provision is changed to 15 days if less than 15 days.
- Item 3 of the second paragraph of the Sending Proof of Loss provision is deleted.
- 6) The time period stated in the Claim Payment provision is changed to 15 days if more than 15 days.
- 7) The provision titled **Policy Interpretation** is deleted in its entirety.
- 8) The words "In the absence of fraud" are deleted from the **Incontestability** provision.
- 9) The following provision is added to the **Continuation** provisions:

Disability: If You are not Actively at Work due a Disability, all of Your coverage (including Dependent Life coverage) may be continued beyond a date shown in the Termination provision. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Coverage will continue until the earliest of:

- 1) six months from the date of Disability;
- 2) approval by Us of continuation of the coverage under any disability provision The Policy may contain;
 - 3) the date premium payment is due but not paid;
 - 4) The Policy terminates; or
- 5) if the Policyholder is a trust, Your Employer ceases to be a Participating Employer.

In no event will the amount of insurance increase while coverage is continued in accordance with this provision. The Continuation Provisions shown above may not be applied consecutively. If such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed twelve consecutive months.

Vermont

For Vermont residents:

The following Endorsement applies:

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

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

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

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

Virginia

For <u>Virginia</u> residents, any and all references to Domestic Partners are hereby deleted.

Washington

For Washington residents:

- 1) The **Suicide** provision is deleted in its entirety.
- 2) The following is added to the **No Longer Terminally III** provision:

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

Washington, continued

- 3) The Labor Dispute continuation provision is replaced with the following: <u>Labor Dispute</u>: If You are not Actively at Work as the result of a labor dispute, all of Your coverages (including Dependent Life coverage) may be continued during such dispute until the last day of the month in which the coverage terminated, but in no event for a period exceeding six months. If the labor dispute ends, this continuation will cease immediately.
- 4) The provision titled **Policy Interpretation** is deleted in its entirety.
- 5) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
- 6) The following is added to the definition of **Spouse:**

Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

Wisconsin

For Wisconsin residents:

- 1) The dollar amount stated in the **Conversion Right** provision is changed to \$5,000, if less than \$5,000.
- 2) The dollar amounts stated in the third paragraph and the sixth paragraph of the **Claims to be Paid** provision are changed to \$1,000, if less than \$1,000.

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company.

Terrence Shields, Secretary

Michael Concannon, President

The Employer or other appropriate plan fiduciary must determine for itself whether or not this information meets the requirements of an ERISA Summary Plan Description (SPD).

This will be filled in with case-specific information for plans subject to ERISA.

ERISA

ERISA INFORMATION THE FOLLOWING NOTICE CONTAINS IMPORTANT INFORMATION

This employee welfare benefit plan (Plan) is subject to certain requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA requires that you receive a Statement of ERISA Rights, a description of Claim Procedures, and other specific information about the Plan. This document serves to meet ERISA requirements and provides important information about the Plan.

The benefits described in your booklet-certificate (Booklet) are provided under a group insurance policy (Policy) issued by the Hartford Life and Accident Insurance Company (Insurance Company) and are subject to the Policy's terms and conditions. The Policy is incorporated into, and forms a part of, the Plan. The Plan has designated and named the Insurance Company as the claims fiduciary for benefits provided under the Policy. The Plan has granted the Insurance Company full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

A copy of the Plan is available for your review during normal working hours in the office of the Plan Administrator.

11. Plan Name

Group Basic Dependent Life, Basic Term Life, Supplemental Dependent Life, Supplemental Term Life, Basic Accidental Death and Dismemberment, Supplemental Accidental Death and Dismemberment Plan for Employees of ABC COMPANY.

For the ERISA Welfare plans, this will be a 3 digit number beginning with 5 (e.g. 501).

2. Plan Number

LIFE - 510

ADD - 510

3. Employer/Plan Sponsor

ABC Company 123 Your Street Anytown, USA 12345

This is the tax reporting number under which the ERISA plan is filed with the Department of Labor.

4. Employer Identification Number

99-999999

5. Type of Plan

Welfare Benefit Plan providing Group Basic Dependent Life, Basic Term Life, Supplemental Dependent Life, Supplemental Term Life, Basic Accidental Death and Dismemberment, Supplemental Accidental Death and Dismemberment.

Under ERISA, the Plan Administrator is the Employer unless the plan designates otherwise.

6. Plan Administrator

ABC Company 123 Your Street Anytown, USA 12345

For the ERISA Plan, the Agent is the Employer/Plan Sponsor. For the Policy, the Agent is Hartford Life.

7. Agent for Service of Legal Process

For the Plan

ABC Company 123 Your Street Anytown, USA 12345

For the Policy:

Hartford Life and Accident Insurance Company 200 Hopmeadow St. Simsbury, CT 06089

In addition to the above, Service of Legal Process may be made on a plan trustee or the plan administrator.

- 8. **Sources of Contributions** The Employer pays the premium for the insurance, but may allocate part of the cost to the employee, or the employee may pay the entire premium. The Employer determines the portion of the cost to be paid by the employee. The insurance company/provider determines the cost according to the rate structure reflected in the Policy of Incorporation.
- 9. **Type of Administration** The plan is administered by the Plan Administrator with benefits provided in accordance with the provisions of the applicable group plan.

May also be kept on a calendar year basis.

- 10. The Plan and its records are kept on a Policy Year basis.
- 11. Labor Organizations

None

12. Names and Addresses of Trustees

None

13. Plan Amendment Procedure

The Plan Administrator reserves full authority, at its sole discretion, to terminate, suspend, withdraw, reduce, amend or modify the Plan, in whole or in part, at any time, without prior notice.

The Employer also reserves the right to adjust your share of the cost to continue coverage by the same procedures.

STATEMENT OF ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

1. Receive Information About Your Plan and Benefits

- a) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan
 Administrator is required by law to furnish each participant with a copy of this
 summary annual report.

2. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

3. Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If the Plan requires you to complete administrative appeals prior to filing in court, your right to file suit in state or Federal court may be

affected if you do not complete the required appeals. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

4. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ERISA Claims Procedures.

CLAIM PROCEDURES

The Plan has designated and named the Insurance Company as the claims fiduciary for benefits provided under the Policy. The Plan has granted the Insurance Company full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

Claim Procedures for Claims Requiring a Determination of Disability

Claims for Benefits

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 45 days after receipt of your properly filed claim. The time for decision may be extended for two additional 30 day periods provided that, prior to any extension period, the Insurance Company notifies you in writing that an extension is necessary due to matters beyond the control of the Plan, identifies those matters and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim, the time for decision may be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to our request. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

Any adverse benefit determination will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary, 4) a description of the review procedures and time limits applicable to

such procedures, 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal, and 6) (A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to you upon request, or (B) if denial is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request.

Appealing Denials of Claims for Benefits

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 180 days from the date you received your claim denial. As part of your appeal:

- 1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
- 2. you may submit written comments, documents, records and other information relating to your claim.

The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Insurance Company will make a final decision no more than 45 days after it receives your timely appeal. The time for final decision may be extended for one additional 45 day period provided that, prior to the extension, the Insurance Company notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for decision shall be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to the request.

The individual reviewing your appeal shall give no deference to the initial benefit decision and shall be an individual who is neither the individual who made the initial benefit decision, nor the subordinate of such individual. The review process provides for the identification of the medical or vocational experts whose advice was obtained in connection with an initial adverse decision, without regard to whether that advice was relied upon in making that decision. When deciding an appeal that is based in whole or part on medical judgment, we will consult with a medical professional having the appropriate training and experience in the field of medicine involved in the medical judgment and who is neither an individual consulted in connection with the initial benefit decision, nor a subordinate of such individual. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

However, any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a statement that you have the right to bring a civil action under section 502(a) of ERISA, 4) a statement that you may request, free of charge, copies of all documents, records, and other information

relevant to your claim; 5) (A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the decision on appeal, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the decision on appeal and that a copy will be provided free of charge to you upon request, or (B) if the decision on appeal is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the decision on appeal, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request, and 6) any other notice(s), statement(s) or information required by applicable law.

Claim Procedures for Claims Not Requiring a Determination of Disability

Claims for Benefits

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 90 days after receipt of your properly filed claim. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 90 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 180 days after your claim was received. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

However, any adverse benefit determination will be in writing and include: 1) specific reasons for the decision; 2) specific references to Policy provisions on which the decision is based; 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; 4) a description of the review procedures and time limits applicable to such, and 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal.

Appealing Denials of Claims for Benefits

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 60 days from the date you received your claim denial. As part of your appeal:

- 1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
- 2. you may submit written comments, documents, records and other information relating to your claim.

The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim,

without regard to whether such information was submitted or considered in the initial benefit determination.

The Insurance Company will make a final decision no more than 60 days after it receives your timely appeal. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 60 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 120 days after your appeal was received. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

However, any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision and specific references to the Policy provisions on which the decision is based, 2) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim, 3) a statement of your right to bring a civil action under section 502(a) of ERISA, and 4) any other notice(s), statement(s) or information required by applicable law.

The Plan Described in this Booklet is Insured by the

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

The Option 1 package includes:

- Child Education Benefit
- Day Care Benefit
- Rehabilitation Benefit
- Spouse Education Benefit
- Adaptive Home and Vehicle Benefit

This package is available in 2 versions; Option 1A and 1B. They contain the same benefits, but in Option 1B the benefit <u>amounts</u> are doubled.

The benefit amounts shown here are for Option 1A.

The Option 1 package applies only to employees.

If an Accidental Death benefit is payable following the employee's death, an additional annual education benefit is payable for each child who qualifies as a post-high school Student, for up to four years.

OPTION - AD&D OPTION 1 PACKAGE

SCHEDULE OF INSURANCE

Additional Accidental Death and Dismemberment Benefits:

Child Education Benefit

Percentage of Basic & Supplemental Accidental Death and Dismemberment Principal Sum: 2.5%

Maximum Amount: \$2,500 Minimum Benefit: \$1,250

Day Care Benefit

Percentage of Basic & Supplemental Accidental Death and Dismemberment

Principal Sum: 2.5% Maximum Amount: \$2,500 Minimum Benefit: \$1,250

Rehabilitation Benefit

Percentage of Basic & Supplemental Accidental Death and Dismemberment Principal Sum: 2.5%

Maximum Amount: \$2,500

Spouse Education Benefit

Percentage of Basic & Supplemental Accidental Death and Dismemberment

Principal Sum: 2.5% Maximum Amount: \$2,500 Minimum Benefit: \$1,250

Adaptive Home and Vehicle Benefit

Percentage of Basic & Supplemental Accidental Death and Dismemberment Principal Sum: 2.5%

Maximum Amount: \$2,500

CHILD EDUCATION BENEFIT

Child Education Benefit: When is the Child Education Benefit payable?

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Child Education Benefit to Your Child(ren).

This Benefit will be paid:

- after We receive proof that your Child(ren) qualify as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal Sum by the Child Education Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Child(ren):

- 1) on the date; and
- 2) for whom:

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

A Minimum Benefit is payable if there is no child who qualifies as a Student.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Student.

Student means Your Child(ren) on the date of Your death and:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or
- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

Child(ren) means your unmarried child, stepchild, newborn child from the moment of birth (if written agreement to adopt such child has been entered into prior to the birth of the child whether or not the agreement is enforceable), legally adopted child, child in the process of adoption, foster child, or other child in a court ordered temporary or other custody, from the moment of placement with you, who is:

- less than age 19 and primarily dependent on you for support and maintenance;
- 2) at least age 19 but less than age 26 (until the end of the calendar year in which the child reaches age 25) who:
 - a) regularly attends an institution of learning; (either full time or part time) and
 - b) is primarily dependent on you for support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

DAY CARE BENEFIT

If an Accidental Death benefit is payable following the employee's death, an additional Day Care benefit is payable for up to four years, for each child who is under age 7 and enrolled in a Day Care Program.

Day Care Benefit: When is the Day Care Benefit payable?

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Day Care Benefit for each of your Children if such Child is under age 7 at the time of Your death.

This Benefit will be paid:

- after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of 4 Day Care Benefit payments, for each Child. The Benefit will be paid to the person who has primary responsibility for the Child's Day Care expenses.

Proof of enrollment satisfactory to Us for each Child in a Day Care Program includes, but will not be limited to, the following:

- a copy of the Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider;
- a letter from the Day Care facility or Day Care provider stating that the Child:
 - a) is attending a Day Care Program; or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

- the amount resulting from multiplying Your Principal Sum by the Day Care Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

A Minimum Benefit is payable if no child qualifies for the Day Care Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Child eligible for the Day Care Benefit.

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

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

Child(ren) means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 7 and primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

REHABILITATION BENEFIT

This benefit is paid to help cover expenses incurred for a Rehabilitation Program. It is intended to help the injured employee gain training to prepare for alternative work.

Rehabilitation Benefit: When is the Rehabilitation Benefit payable?

If You sustain an Injury which results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within one (1) year of the date of accident.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

- 1) the actual Expense Incurred for a Rehabilitative Program;
- the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

Rehabilitative Program means any training which:

- 1) is required due to Your Injury; and
- 2) prepares You for an occupation for which You were not previously trained.

Expense Incurred means the actual cost of:

- 1) training; and
- 2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

SPOUSE EDUCATION BENEFIT

If an Accidental Death benefit is payable following the employee's death, an additional Spouse Education benefit is available. This benefit provides the Employee's Spouse with coverage for Occupational Training expenses to help obtain an independent source of income.

Spouse Education Benefit: When is the Spouse Education Benefit payable? If You sustain an Injury that results in a Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Spouse Education Benefit to Your surviving Spouse.

This Benefit will be paid:

- after We receive proof satisfactory to Us that the Spouse has enrolled in an Occupational Training program; and
- 2) according to the General Provisions of The Policy.

The Spouse Education Benefit is the least of:

- 1) the Expense Incurred for Occupational Training;
- 2) the amount resulting from multiplying Your Principal Sum by the Spouse Education Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit if there is no surviving Spouse.

If a Principal Sum is payable because of Your death and there is no surviving Spouse, We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision.

Your surviving Spouse must enroll in Occupational Training:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one (1) year of Your death.

Occupational Training means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he or she was not previously qualified.

Expense Incurred means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed;

for the Occupational Training.

The expense must be incurred within two (2) years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

ADAPTIVE HOME AND VEHICLE BENEFIT

This benefit is paid so an injured employee who suffers a loss payable under the Accidental Death and Dismemberment benefit, can adapt his or her home or automobile to improve accessibility.

Adaptive Home and Vehicle Benefit: When is the Adaptive Home and Vehicle Benefit payable?

If You sustain an Injury that results in a Loss, other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Adaptive Home and Vehicle Benefit.

This Benefit will be paid:

- after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Adaptive Home and Vehicle Benefit pays a benefit for the one-time cost of alterations to Your:

- 1) principal residence; and/or
- 2) private automobile;

to make the residence accessible and/or the private automobile drivable or rideable for You. The costs must be incurred within two years from the date of accident.

We will pay the Adaptive Home and Vehicle Benefit if:

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

The Adaptive Home and Vehicle Benefit will provide an amount equal to the least of:

- 1) the actual cost of the alterations;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Adaptive Home and Vehicle Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

The Option 2 package includes:

- Felonious Assault Benefit
- Coma Benefit
- Critical Burn Benefit
- Therapeutic Counseling Benefit

The Option 2 package applies only to employees.

This benefit applies if the insured person sustains a Loss payable under the Accidental Death and Dismemberment Benefit which is the result of a violent or criminal act.

This benefit is not payable if the act is committed by a member of the employee's family, household, or by a co-worker.

OPTION - AD&D OPTION 2 PACKAGE

SCHEDULE OF INSURANCE

Additional Accidental Death and Dismemberment Benefits:

Felonious Assault Benefit

Percentage of Basic & Supplemental Accidental Death and Dismemberment: 5% Maximum Amount: \$10,000

Coma Benefit

Waiting Period: 30 Days

Maximum Amount: Basic & Supplemental Accidental Death and Dismemberment Principal Sum less all other Accidental Death and Dismemberment payments under The Policy for the Injury

Critical Burn Benefit

Percentage of Basic & Supplemental Accidental Death and Dismemberment
Principal Sum: 5%
Maximum Amount: \$5,000

Therapeutic Counseling Benefit

Percentage of Basic & Supplemental Accidental Death and Dismemberment: 5%

FELONIOUS ASSAULT BENEFIT

Felonious Assault Benefit: When is the Felonious Assault Benefit payable?

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Felonious Assault Benefit, if Injury is the result of a Felonious Assault.

This Benefit will be paid:

- after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Felonious Assault Benefit will pay the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Felonious Assault Benefit Percentage: or
- 2) the Maximum Amount for this Benefit.

Felonious Assault means a violent or criminal act directed at You during the course of:

- 1) a robbery, kidnapping or criminal assault; or
- 2) an attempt at any of the above;

which constitutes a felony under the law.

- The Felonious Assault Benefit will not pay for a Loss that results from a Felonious Assault committed by:
 - 1) a member of Your family:
 - 2) a member of the household in which You live; or
 - 3) Your fellow employee.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

COMA BENEFIT

This benefit applies to injuries which result in a Coma. Once the waiting period is satisfied, a monthly benefit is provided as long as certain conditions are met.

Coma Benefit: When is the Coma Benefit payable?

If, as a result of an Injury, You:

- 1) are in a Coma within 31 days from the date of accident; and
- remain continuously in a Coma for at least the number of days shown as the Waiting Period;

We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that You remain in a Coma.

This Benefit will be paid:

- after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

We will pay the benefit until the earliest to occur of:

- 1) the end of the month in which You die;
- 2) the end of the month in which You recover from the Coma; or
- 3) when the total payment equals the Coma Maximum Benefit Amount.

The Coma Maximum Benefit equals Your amount of Principal Sum less all other payments under The Policy for the Injury.

Coma means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

CRITICAL BURN BENEFIT

This benefit provides coverage for reconstructive surgery required as the result of a critical burn.

Critical Burn Benefit: When is the Critical Burn Benefit payable?

If You are Critically Burned and require reconstructive surgery as determined by a Physician, We will pay a Critical Burn Benefit.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Critical Burn Benefit is an amount equal to the least of:

- 1) the actual cost for the expense of the reconstructive surgery;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Critical Burn Percentage; or
- 3) the Maximum Amount for this Benefit.

No benefit is payable under this Benefit for any Loss which has been paid to You under the Accidental Death and Dismemberment Benefit.

Critically Burned means You suffered burns which:

- 1) are certified by a Physician as more severe than second degree burns; and
- 2) result in scarring over at least 25% of the body which will last indefinitely and can only be corrected through reconstructive surgery.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

THERAPEUTIC COUNSELING BENEFIT

If an employee suffers a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, this benefit covers Therapeutic Counseling services to help cope with the Loss.

► Therapeutic Counseling Benefit: When is the Therapeutic Counseling Benefit payable?

If You sustain an Injury that results in a Loss, other than Loss of life, that is payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Therapeutic Counseling Benefit if You require Therapeutic Counseling due to the Loss.

This Benefit will be paid:

- after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

Therapeutic Counseling must:

- 1) begin within 90 days of the date of the Loss; and
- 2) be incurred no later than one year of the date of the Loss.

The Therapeutic Counseling Benefit is an amount equal to the least of:

- 1) the Reasonable Expenses incurred for Therapeutic Counseling;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Therapeutic Counseling Percentage; or
- 3) the Maximum Amount for this Benefit.

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 such Therapeutic Counseling was received. For purposes of this benefit, We reserve the right to determine Reasonable Expenses. A Reasonable Expense is considered to be incurred on the date the Therapeutic Counseling is rendered.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

OPTION - AD&D COMMON CARRIER BENEFIT

This optional benefit can be sold with the Standard Package, with or without Option 1 and/or Option 2. When sold, it would be listed in the Schedule of Insurance.

The AD&D Benefit is doubled if Loss occurs while the insured person is on a Common Carrier.

Double Indemnity while On a Common Carrier Benefit: When is the Double Indemnity while On a Common Carrier Benefit payable?

If the Injury occurs while You are On a Common Carrier, We will double the Principal Sum payable.

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 that concern.

OPTION - LIVING BENEFIT OPTION (ACCELERATED BENEFIT)

There is no period of coverage required before an individual is eligible to request an acceleration.

The maximum age used for eligibility to accelerate coordinates with the Life Insurance disability provision selected by the Employer.

The Living Benefit Option can apply to Employees or to Employees and Dependents. It is not available to Retirees.

Following an acceleration of benefits, premium is no longer required for the accelerated amount.

An individual can request up to 80% of his or her Amount of Life Insurance to a maximum of \$500,000. The Hartford charges no administrative fees or expenses when an individual accelerates, nor are any future age reductions assumed before determining the amount to be paid.

When Waiver of Premium and Living Benefit Option are included in The Policy, the Employee will meet the definition of Disabled for Waiver of Premium when satisfactory proof of Terminal Illness is submitted.

Accelerated Benefit: What is the benefit? This benefit is not available for Retirees. In the event that You or Your Dependent are diagnosed as Terminally III while the Terminally III person is:

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

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

The Accelerated Benefit will not be available to You unless You have been Actively at Work under The Policy.

You must request in writing that a portion of the Terminally III person's Amount of Life Insurance be paid as an Accelerated Benefit.

- The Amount of Life Insurance payable upon the Terminally III person's death will be reduced by any Accelerated Benefit Amount paid under this benefit. In addition, Your remaining Amount of Life Insurance will be subject to any reductions in The Policy and will not increase once an Accelerated Benefit has been paid. There will be no effect on the Accidental Death and Dismemberment Benefit Principal Sum after the Accelerated Benefit Amount is paid under this benefit.
- You may request a minimum Accelerated Benefit amount of \$3,000, and a maximum of \$500,000. However, in no event will the Accelerated Benefit Amount exceed 80% of the Terminally III person's Amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$100,000 and are Terminally III, You can request any portion of the Amount of Life Insurance Benefits from \$3,000 to \$80,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$77,000 in the future.

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

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

In the event:

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

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

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

The Employer may select a Terminal Illness definition of 6, 12, or 24 months.

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

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

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

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

OPTION - PORTABILITY BENEFIT

Portability is available on Basic and/or Supplemental Life Insurance. It may apply to Employees only or to Employees and their Dependents.

Normal Retirement Age is a defined term and refers to Social Security Normal Retirement Age, which is

based on year of birth.

Portability Benefits: What is Portability?

Portability is a provision which allows You and Your Dependents to continue coverage under a group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Supplemental Life Insurance, and Supplemental Dependent Life Insurance coverages only.

Qualifying Events: What are Qualifying Events?
Qualifying Events for You are:

- Your employment terminates for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends; provided the Qualifying Event occurs prior to Normal Retirement Age.

Qualifying Events for Your Dependents are:

- Your employment terminates, for any reason prior to Normal Retirement Age;
- 2) Your death;
- 3) Your membership in a class eligible for Dependent coverage ends; or
- 4) He or she no longer meets the definition of Dependent, however, a Dependent Child(ren) who reaches the limiting age under The Policy is not eligible for Portability;

provided the Qualifying Event occurs prior to Normal Retirement Age.

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

The Employee must have been considered Actively at Work under The Policy in order to be eligible for Portability

► | Electing Portability: How do I elect Portability?

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

No Evidence of Insurability is required.

To elect Portability for You or Your Dependents, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

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

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

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

The full amount of terminating coverage may be continued subject to the following maximum amounts:

- \$250,000 for the Employee
- \$50,000 for Spouse
- \$10,000 for Children

► Limitations: What limitations apply to this benefit?

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

- 1) \$250,000 for You;
- 2) \$50,000 for Your Spouse; or
- 3) \$10,000 for Your Dependent Child(ren).

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

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

Portability is not available when entering active military service.

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

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

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

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

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability Benefit; or
- 2) the Amount of Life Insurance exceeds the maximum Portability amount; then the Conversion Right may be available for the remaining amount.
- An employee may not apply for both Waiver of Premium and Portability at the same time. However, if Waiver of Premium is denied the employee may be eligible to continue coverage under the Portability Benefit.
- The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability Benefit.

Under Enriched Premium Waiver, not only is premium waived and coverage continued if the Employee is Disabled prior to age 60, it also continues for five years if Disabled on or after age 60 (see waiver ceases section).

The Employer may choose to have Waiver of Premium apply to Employee premium only, or to Employee and Dependent premium. When premium for Dependent coverage is included, it is still the disability of the Employee that triggers the benefit.

When Living Benefit Option is included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Waiver of Premium. The life expectancy durations in both benefits would match.

If The Policy includes Portability, both Conversion and Portability may be available if Waiver of Premium is not approved.

OPTION - ENRICHED PREMIUM WAIVER TO NORMAL RETIREMENT AGE

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

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

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

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

Only Your Dependents who were covered under The Policy when You were last Actively at Work will be covered under Waiver of Premium.

- ► Eligible Coverages: What coverages are eligible under this provision? This provision applies only to:
 - 1) Your Basic Life Insurance;
 - 2) Your Supplemental Life Insurance; and
 - 3) Dependent Life Insurance.

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

▶ **Disabled:** What does Disabled mean?

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

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

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

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

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

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

When Premiums are Waived: When will premiums be waived?

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 9 month(s) You are Disabled. We have the right to:

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

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

- However, if We deny Waiver of Premium, You may be eligible to:
 - 1) continue coverage under the Portability Benefit; or
 - 2) convert coverage in accordance with the Conversion Right.

for You and Your Dependents

This feature allows Employees to attempt to return to work for a limited period without jeopardizing their eligibility for Waiver of Premium.

If You cease to be Disabled and return to work for a total of 5 days or less during the first 9 month(s) that You are Disabled, the 9 month waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 9 month period. If You return to work for more than 5 days, You must satisfy a new waiting period.

Benefits may still be payable if the Employee dies before Waiver of Premium is approved **Benefit Payable before Approval of Waiver of Premium:** What if I die or my Dependent dies before I qualify for Waiver of Premium?

- If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for the deceased person provided:
 - 1) You were continuously Disabled;
 - 2) the Disability lasted or would have lasted 9 months or more; and
 - 3) premiums had been paid for coverage.

Under Enriched Premium Waiver, on the age when Disability begins determines the duration that premium is waived and coverage continues. ▶ Waiver Ceases: When will Waiver of Premium cease? We will waive premium payments and continue Your coverage, while You remain Disabled, until:

- 1) the date You attain Normal Retirement Age if Disabled prior to age 60; or
- 2) 5 years after the date You became Disabled, if You became Disabled on or after age 60.

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependents are no longer in an Eligible Class, or Dependent coverage is no longer offered; or
- 5) Your Dependent no longer meets the definition of Dependent.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

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

Waiver of Premium ends, Conversion may be available, however, Portability is not available at this time.

When the Employee's coverage under

Effect of Policy Termination: What happens to the Waiver of Premium if The Policy terminates?

If The Policy terminates before You qualify for Waiver of Premium:

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

Employees may still qualify for Waiver of Premium after the Policy terminates.

If The Policy terminates after You qualify for Waiver of Premium:

- 1) Your Dependent coverage will terminate; and
- 2) Your coverage under the terms of this provision will not be affected.

Once an Employee has been approved for Waiver of Premium, policy termination will not affect the Employee's coverage; however Dependent coverage will terminate.

OPTION - PREMIUM WAIVER TO NORMAL RETIREMENT AGE + DISABILITY EXTENSION

This provision provides Waiver of Premium if the Employee is Disabled before age 60 and Disability Extension if disabled on or after age 60.

Under Waiver of Premium coverage may be continued and premium is waived.

Under Disability Extension, coverage is continued with premium payment.

The Employer may choose to have Waiver of Premium apply to Employee premium only, or to Employee and Dependent premium. When premium for Dependent coverage is included, it is still the disability of the Employee that triggers the benefit.

When Living Benefit Option is included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Waiver of Premium. The life expectancy durations in both benefits would match.

► Waiver of Premium and Disability Extension: Does coverage continue if I am Disabled?

If You become Disabled, You may qualify for Waiver of Premium or Disability Extension for You and Your Dependents.

▶ If You qualify for Waiver of Premium, Your and Your Dependent's coverage will be continued while You are Disabled without payment of premium.

If You qualify for the Disability Extension, You may continue Your Life Insurance coverage while You are Disabled provided the required premium payments are made.

If You qualify for either Waiver of Premium or Disability Extension, the amount of continued coverage:

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

Only Your Dependents who were covered under The Policy when You were last Actively at Work will be covered under Waiver of Premium.

- ► Eligible Coverages: What coverages are eligible under this provision? This provision applies only to:
 - 1) Your Basic Life Insurance;
 - 2) Your Supplemental Life Insurance; and
 - 3) Dependent Life Insurance.

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

▶ **Disabled:** What does Disabled mean?

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

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

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

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

To qualify for Waiver of Premium You must:

- be covered under The Policy and be under age 60 when you become Disabled;
- be Disabled and provide Proof of Loss that You have been Disabled for consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

To qualify for Disability Extension You must:

- 1) be covered under The Policy and be age 60 or older but under Normal Retirement Age when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled; or
- 3) Your coverage must have been continued under a Disability Extension provision of the Prior Policy.

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

When Premiums are Waived: When will premiums be waived?

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first You are Disabled. We have the right to:

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

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

If You cease to be Disabled and return to work for a total of 5 days or less during the

If The Policy includes Portability, a choice between both Conversion and Portability may be available if Waiver of Premium is not approved.

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

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right. for You and Your Dependents
- This feature allows Employees to attempt to return to work for a limited period without jeopardizing their eligibility for Waiver of Premium.
- first 9 months that You are Disabled, the 9 month waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 9 month period. If You return to work for more than 5 days, You must satisfy a new waiting period.

Benefits may still be payable if the Employee dies before Waiver of Premium is approved Benefit Payable before Approval of Waiver of Premium: What if I die or my Dependent dies before I qualify for Waiver of Premium?

If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for the deceased person provided:

- 1) You were continuously Disabled;
- 2) the Disability lasted or would have lasted 9 months or more; and
- 3) premiums had been paid for coverage.

Waiver Ceases: When will Waiver of Premium cease?

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

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependents are no longer in an Eligible Class, or Dependent coverage is no longer offered; or
- 5) Your Dependent no longer meets the definition of Dependent.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

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

Disability Extension Ceases: When will the Disability Extension cease? We will continue Your coverage while You remain Disabled until the earliest of the date:

- 1) The Policy terminates;
- 2) the required premium for coverage is due but not paid;
- 3) You attain Normal Retirement Age; or
- 4) You are no longer in an Eligible Class, or the class is cancelled.

What happens when the Disability Extension ceases?

When the Disability Extension ceases:

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

Employees may still qualify for Waiver of Premium after the Policy terminates.

Effect of Policy Termination: What happens to the Waiver of Premium if The Policy terminates?

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.
- If The Policy terminates after You qualify for Waiver of Premium:
 - 1) Your Dependent coverage will terminate; and
 - 2) Your coverage under the terms of this provision will not be affected.

Once an Employee has been approved for Waiver of Premium, policy termination will not affect the Employee's coverage; however Dependent coverage will terminate.

This provision allows continued coverage without payment of premium, for Employees who become Disabled

prior to Normal Retirement Age.

The Employer may choose to have Waiver of Premium apply to Employee premium only, or to Employee and Dependent premium. When premium for Dependent coverage is included, it is still the disability of the Employee that triggers the benefit.

When Living Benefit Option is included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Waiver of Premium. The life expectancy durations in both benefits would match.

OPTION - PREMIUM WAIVER TO NORMAL RETIREMENT AGE IF DISABLED BY NORMAL RETIREMENT AGE

Waiver of Premium: Does coverage continue if I am Disabled? Waiver of Premium is a provision which allows You to continue Your and Your Dependent's Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

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

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

Only Your Dependents who were covered under The Policy when You were last Actively at Work will be covered under Waiver of Premium.

- ► Eligible Coverages: What coverages are eligible under this provision? This provision applies only to:
 - 1) Your Basic Life Insurance;
 - 2) Your Supplemental Life Insurance; and
 - 3) Dependent Life Insurance.

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

▶ **Disabled:** What does Disabled mean?

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

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

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

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

To qualify for Waiver of Premium You must:

- be covered under The Policy and be under Normal Retirement Age when You become Disabled:
- be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive month(s), starting on the date You were last Actively at Work; and
- provide such proof within one year of Your last day of work as an Active Employee.

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

When Premiums are Waived: When will premiums be waived?

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 9 month(s) You are Disabled. We have the right to:

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

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

If The Policy includes Portability, a choice between both Conversion and Portability may be available if Waiver of Premium is not approved.

This feature allows Employees to attempt to return to work for a limited period without jeopardizing their eligibility for Waiver of Premium.

Benefits may still be payable if the Employee dies before Waiver of Premium is approved

When the Employee's coverage under Waiver of Premium ends, Conversion may be available, however, Portability

is not available at this time.

Employees may still qualify for Waiver of Premium after the Policy terminates.

Once an Employee has been approved for Waiver of Premium, policy termination will not affect the Employee's coverage; however Dependent coverage will terminate.

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

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right. for You and Your Dependents

If You cease to be Disabled and return to work for a total of 5 days or less during the first 9 month(s) that You are Disabled, the 9 month waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 9 month period. If You return to work for more than 5 days, You must satisfy a new waiting period.

Benefit Payable before Approval of Waiver of Premium: What if I die or my Dependent dies before I qualify for Waiver of Premium?

If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for the deceased person provided:

- 1) You were continuously Disabled;
- 2) the Disability lasted or would have lasted 9 month(s) or more; and
- 3) premiums had been paid for coverage.

Waiver Ceases: When will Waiver of Premium cease?

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain Normal Retirement Age.

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependents are no longer in an Eligible Class, or Dependent coverage is no longer offered; or
- 5) Your Dependent no longer meets the definition of Dependent.
- What happens when Waiver of Premium ceases?
 When the Waiver of Premium ceases:
 - 4) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependents as long as premiums are paid when due; or
 - 5) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependents if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Effect of Policy Termination: What happens to the Waiver of Premium if The Policy terminates?

If The Policy terminates before You qualify for Waiver of Premium:

- You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.
- If The Policy terminates after You qualify for Waiver of Premium:
 - 1) Your Dependent coverage will terminate; and
 - 2) Your coverage under the terms of this provision will not be affected.

OPTION - DISABILITY EXTENSION TO AGE 70

This provision allows Disabled employees to continued coverage with premium payment.

Disability Extension: Does coverage continue if I am Disabled? If You become Disabled, You may qualify for Disability Extension. To qualify for Disability Extension, You must be Disabled prior to age 70. If You qualify for Disability Extension, You may continue Your coverage while You are Disabled provided the required premium payments are made.

If You qualify for Disability Extension, the amount of continued coverage:

- will be the amount in force on the date You cease to be an Active Employee or the date You became insured under The Policy if You were never an Active Employee under The Policy;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Disability Extension does not standardly apply to Dependent Life coverage.

- ► Eligible Coverages: What coverages are eligible under this provision? This provision applies only to:
 - 1) Your Basic Life Insurance; and
 - 2) Your Supplemental Life Insurance.

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

When Living Benefit Option is included, employees who meet the terminal illness definition for that benefit, also meet the definition of Disabled for Disability Extension. The life expectancy durations in both benefits would match.

▶ **Disabled:** What does Disabled mean?

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

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

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

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

To qualify for Disability Extension You must:

- be covered under The Policy and be under Normal Retirement Age when You become Disabled:
- 2) be Disabled and provide Proof of Loss that You have been Disabled; or
- 3) Your coverage must have been continued under a Disability Extension provision of the Prior Policy.

In any event, You must have been Actively at Work under The Policy to qualify for Disability Extension.

Disability Extension Ceases: When will the Disability Extension cease? We will continue Your coverage while You remain Disabled until the earliest of the date:

- 1) The Policy terminates;
- 2) the required premium for coverage is due but not paid;
- 3) You attain age 70; or
- 4) You are no longer in an Eligible Class, or the class is cancelled.

What happens when the Disability Extension ceases? When the Disability Extension ceases: 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available. Note: This sample contract is not intended for public dissemination and was drafted for informational purposes only. This document does not constitute a

legal document. Language shown includes standard provisions of The Hartford's filed and approved insurance contract, not all available coverage options. The provisions included herein are not recommendations specific to any customer and are not intended to serve as advice for the coverage you may select.

Available for Police and Fire Only

This provision pays an additional

occupational death.

for diagnosis (1-5)

benefit if the employee dies due to an

It is available only as employer paid.

Occupational Death Benefit can be

sold as accident only (1), accident with

specified disease (1,2,3,5), or accident

with specified disease with extension

OPTION – OCCUPATIONAL DEATH BENEFIT - Public Sector

SCHEDULE OF INSURANCE

Occupational Death Benefit

Maximum Amount

1 times Your annual Earnings, subject to a maximum of \$50,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

However, in no event will Your Occupational Death Benefit be less than \$10,000.

Occupational Death Benefit: When is the Occupational Death Benefit payable? If You suffer a Loss of life as the result of a Covered Occupational Death, We will pay an Occupational Death Benefit if Your Death:

- 1) occurred within 365 days after the date You were last Actively at Work; and
- 2) occurred while You were covered under The Policy.

Covered Occupational Death means a death caused by or resulting from:

- an Injury sustained during working hours as an employee of the employer, or in the case of a required period of work not coinciding with regular work hours, while in transit to or from work;
- 2) any disease or infection which arises out of the scope of active employment as an employee and to which you are not ordinarily exposed;
- 3) cardiovascular, hypertension disease or Silicosis and You were treated by a Physician within 365 days after You were last Actively at Work;
- 4) cardiovascular or hypertension disease if You were Actively at Work for 1 day or more and:
 - a) death occurs within 365 days after You were last Actively at Work;
 - b) were treated by a Physician after You were last Actively at Work and within 365 days of Your initial treatment;
- 5) any disease of the lungs or respiratory tract or renal disease.

The injury definition applies regardless of which occupational death benefit option is selected.

The Silicosis definition applies whenever specified disease is included.

► Injury means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- 2) medical or surgical treatment of a sickness or disease; is not considered as resulting from Injury.

Silicosis means a disease of the lungs caused by breathing silica dust producing fibrous nodules, distributed through the lungs and demonstrated by x-ray or autopsy.

No benefit will be payable for any death for which benefits are payable under any individual insurance policy obtained by exercising Your Conversion Right or under the Portability provision.

Though this is a life benefit, these exclusions apply to the Occupational Death Benefit.

- The Occupational Death Benefit will not be payable if Your death is caused or contributed by:
 - 1) war or act of war, whether declared or not;
 - 2) suicide or attempted suicide, whether sane or insane;
 - 3) Injury sustained while committing or attempting to commit a felony; or
 - 4) voluntary use or consumption of any poison, chemical compound or drug, including but not limited to prescribed medications, unless as prescribed by or administered by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

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