



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

Policyholder: City of Seattle
Policy Number: 52-ADD-007445
Policy Effective Date: January 1, 2005

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

Christine Hayer Repasy, *Secretary*

Thomas M. Marra, *President*

Form PA-5427 A2 (52-007445)
Printed in U.S.A.

SCHEDULE

Eligible Persons:

All regular full-time or part-time Employees , working at least 80 hours per month on a regular schedule and in a job class eligible for employee benefits.

Principal Sum

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

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

Principal Sum Amount:

Minimum Amount: \$25,000
 Maximum Amount: \$500,000
 Increments of: \$25,000

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

Policy Age Limit: Insured Person - None
 Spouse - 70

Accidental Death and Dismemberment Reduction on and after Age 70: On the Premium Due Date on or next following your attainment of ages 70, 75, 80 and 85, your amount of Principal Sum will reduce. The reduced amount will be determined by multiplying the Amount of Principal Sum determined in the Enrollment Form on file with the Policyholder and applicable to you by the percentage shown below for your attained age:

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

If you are age 70 or over you will not be eligible for a Principal Sum Amount that is more than the Percentage of Principal Sum shown above for your attained age.

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

Seat Belt Coverage

Seat Belt Benefit Amount: 10% of Principal Sum to a maximum amount of \$50,000

Common Disaster Benefit

Common Disaster Limit: \$1,000,000

Anti-Inflation Benefit

Maximum Amount: 25%

Amount of Increase: 5% every two years

Maximum Years: 10

Education Benefit

Maximum Amount: \$10,000

Percentage of Principal Sum: 5%

Minimum Amount: \$2,500

Spouse Education Benefit

Maximum Amount: \$10,000

Percentage of Principal Sum: 5%

Minimum Amount: \$2,500

Conversion Privilege Benefit (Insured Person Only)

Conversion Limit: \$250,000

Extended Dependents Coverage Benefit**Day Care Benefit (Insured Person Only)**

Maximum Amount: \$10,000

Percentage of Principal Sum: 5%

Minimum Amount: \$2,500

Continuation of Medical Coverage Benefit

Maximum Amount: \$10,000

Percentage of Principal Sum: 5%

Minimum Amount: \$5,000

Coma Benefit

Waiting Period: 30 days

Dependent Child Dismemberment Benefit**Adaptive Home and Vehicle Benefit**

Maximum Amount: \$10,000

Percentage of Principal Sum: 5%

Therapeutic Counseling Benefit

Maximum Amount: \$10,000

Percentage of Principal Sum: 5%

DEFINITIONS

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

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

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

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

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

is not considered as resulting from Injury.

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

Civil or Public Aircraft means an aircraft which:

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

Airworthiness Certificate means:

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

Military Transport Aircraft means a transport aircraft operated by:

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

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

INSURED PERSONS PERIOD OF COVERAGE

Effective Date: If you give us a Written Request, your coverage becomes effective on the later of:

- a) the Policy Effective Date;
- b) for new employees, the first day of the month on or next following the date we receive the request, provided the enrollment card is received within the first 31 days of employment and premium is paid; or
- b) for current employees, the first day of the month specified as the effective date for enrollment cards received during an open enrollment period and premium is paid.

Termination: Your coverage terminates on the earlier of:

- a) the date the policy is terminated; or
- b) the Premium Due Date on or next following the date you:
 - 1) cease to be an Eligible Person;
 - 2) attain the Policy Age Limit, if any, shown in the Schedule; or
 - 3) fail to pay any required premium contribution.

Request For Change In Coverage: If you give us a Written Request for a change in your coverage, and if you:

- a) are not eligible for the coverage requested, the change will not become effective;
- b) are eligible for the coverage requested, the change will become effective on the first day of the month specified as the effective date for enrollment cards received during an open enrollment period.

DEPENDENTS PERIOD OF COVERAGE

You are insured with Dependents Coverage if it is indicated on the Enrollment Form on file with the Policyholder.

Eligibility: Eligible Dependents are defined below. In any event, you are not an Eligible Dependent.

Spouse means your spouse unless:

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

As used herein, the term “spouse” also means your Domestic Partner named on the Affidavit of Marriage/Domestic Partnership on file with the Policyholder, provided he or she complies with all the requirements for a Domestic Partnership, as listed on the Affidavit.

Child or Children means your unmarried child, stepchild, legally adopted child, or foster child:

- a) who is less than age 19 and primarily dependent on you for support and maintenance; or
- b) who is at least age 19 but less than age 23 who:
 - 1) regularly attends an institution of learning; and
 - 2) is primarily dependent on you for support and maintenance.

As used herein, the term “child” also means an unmarried child who is in the legal custody of or under the legal guardianship of an Eligible Person or Eligible Spouse.

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

- a) the date you become an Insured Person;
- b) the first day of the month on or next following the date we receive your Written Request for coverage of Dependents, provided the enrollment card is received within 31 days of the change in family status and the premium is paid;
- c) the first day of the month specified as the effective date for enrollment cards received during an enrollment period and premium is paid; or
- d) the date the person qualifies as an Eligible Dependent.

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

- a) the date you cease to be an Insured Person; or
- b) the date he or she ceases to qualify as an Eligible Dependent; or
- c) with respect to Domestic Partners, the date:
 - 1) he or she fails to comply with all the requirements for Domestic Partnership, as listed on the Affidavit of Marriage/Domestic Partnership; or
 - 2) the Eligible Person files a Statement of Termination of Marriage/Domestic Partnership with the Policyholder.

Incapacitated Child: Coverage of a child who, on the date he or she reaches age 19 or 23, is:

- a) covered under this policy;
 - b) mentally or physically incapable of earning his or her own living; and
 - c) unmarried and primarily dependent on you for support and maintenance;
- will not terminate solely due to age.

But, you must give us written notice of the incapacity within 31 days of the termination date.

Coverage will continue as long as:

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

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

Request For Change In Coverage: If you give us a Written Request for a change in the coverage of your Eligible Dependents, and if he or she:

- a) is not eligible for the coverage requested, it will not become effective; or
- b) is eligible for the coverage requested, the change will become effective on the first day of the month specified as the effective date of enrollment cards received during an enrollment period.

EXCLUSIONS

The policy does not cover any loss resulting from:

1. intentionally self-inflicted Injury, suicide or attempted suicide, whether sane or insane;
2. war or act of war, whether declared or undeclared;
3. Injury sustained while full-time in the armed forces of any country or international authority;
4. Injury sustained while riding On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
5. Injury sustained while riding On any aircraft:
 - a) as a pilot, crewmember or student pilot;
 - b) as a flight instructor or examiner; or
 - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any employer or organization whose eligible persons are covered under the policy.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

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

You with:*	Spouse	Each Child
Spouse only	60%	0%
Spouse & Children	50	15
Children only	0	20

*As determined on the date of accident.

Life.....	The Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	The Principal Sum
One Hand and One Foot.....	The Principal Sum
Speech and Hearing.....	The Principal Sum
Either Hand or Foot and Sight of One Eye.....	The Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia).....	The Principal Sum
Movement of Both Lower Limbs (Paraplegia).....	Three-Quarters The Principal Sum
Movement of Both Upper and Lower Limbs of One Side of the Body (Hemiplegia).....	One-Half The Principal Sum
Either Hand or Foot.....	One-Half The Principal Sum
Sight of One Eye.....	One-Half The Principal Sum
Speech or Hearing.....	One-Half The Principal Sum
Thumb and Index Finger of Either Hand.....	One-Quarter The Principal Sum

Loss means with regard to:

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

EXPOSURE

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

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

DISAPPEARANCE

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

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

SEAT BELT BENEFIT

If a Covered Person's Injury results in a covered Loss while:

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

a duly registered Automobile, and while wearing a Seat Belt at the time of Accident as verified on the police report, then the amount of the Principal Sum will be increased by the Seat Belt Benefit Amount stated in the Schedule.

Accident, for the purposes of Seat Belt Coverage, means the unintentional collision of an Automobile during which the Covered Person is wearing a Seat Belt.

Automobile means a four-wheeled, private passenger car, station wagon, van or jeep-type vehicle which is not being used as a Common Carrier.

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

Seat Belt means:

- a) a belt, lap restraint, or shoulder restraint installed by the manufacturer of the Automobile; or
- b) a child's car seat properly placed in the Automobile.

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

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

COMMON DISASTER BENEFIT

If both you and your Covered Spouse die as the result of Injury received:

- a) in the same accident; or
- b) in separate accidents that occur within 24 hours of each other; and
- c) a Principal Sum is payable under the Accidental Death and Dismemberment Benefit for each death;

the Principal Sum applicable to your spouse in the absence of this Benefit is increased to equal the lesser of:

- a) your Principal Sum; or
- b) an amount which, when added to your Principal Sum, equals the Common Disaster Limit.

The Principal Sum amount applicable to you in the absence of this Benefit is determined in the Enrollment Form on file with the Policyholder. The Principal Sum amount applicable to your Covered Spouse in the absence of this Benefit is shown in the Accidental Death and Dismemberment Benefit as a percent of your Principal Sum. The Common Disaster Limit for this Benefit is shown in the Schedule.

ANTI -INFLATION BENEFIT

If:

- a) your Injury results in a loss; and
 - b) a Principal Sum is payable under the Accidental Death and Dismemberment Benefit;
- we will pay an inflation adjustment in addition to the Principal Sum.

The Anti-Inflation Benefit will be the amount of your Principal Sum, at the time of Claim, multiplied by:

- a) 2%; and
 - b) every two (2) years of continuous coverage you have under the Policy;
- to a maximum of five (5) years and subject to a maximum of 10%.

Benefit amounts for Covered Dependents will not be increased.

EDUCATION BENEFIT

If:

- a) your eligible child(ren) are covered under the policy; and
 - b) a Principal Sum is payable under the Accidental Death and Dismemberment Benefit because of your death;
- we will pay an Education Benefit to each Student as provided below.

A Student is a person for whom we receive proof that he or she:

- a) is covered as your eligible child(ren) on the date of your death;
- b) is a full-time post-high school student in a school for higher learning on the date of your death; or
- c) became a full-time post-high school student in a school for higher learning within 365 days after your death and was a student in the 12th grade on the date of your death.

He or she is not considered to be a Student after the first to occur of:

- a) our payment of the fourth Education Benefit to or on behalf of that person; or
- b) the end of the 12th consecutive month during which we have not received proof that he or she is a Student.

The Education Benefit is an amount equal to the lesser of:

- a) the Maximum Amount; or
- b) an amount determined by applying the Percent to the amount of your Principal Sum.

We will not pay more than one Education Benefit to any one Student during any one school year.

The Education Benefit is payable to each person:

- a) on the date; and
 - b) for whom;
- we have received proof that he or she is a Student.

If he or she is a minor, we will pay the benefit to the Student's legal representative.

If:

- a) a Principal Sum is payable because of your death; and
 - b) no person qualifies as a Student;
- we will pay the Minimum Amount in accordance with the **Payment of Claims** provision for payment of benefits for loss of life.

Your Principal Sum is determined in the Enrollment Form on file with the Policyholder. The Maximum Amount, Percent and Minimum Amount are shown in the Schedule.

SPOUSE EDUCATION BENEFIT

If your Injury results in loss of life and:

- a) your Eligible Spouse is covered under this policy;
and
- b) a Principal Sum is payable under the Accidental Death and Dismemberment Benefit;

we will pay an Education Benefit to your Surviving Covered Spouse as provided below.

The Surviving Covered Spouse, to qualify for the Education Benefit, must enroll in an Occupational Training program:

- a) for the purpose of obtaining an independent source of income;
- b) within one (1) year of the date of your death.

The Education Benefit is an amount equal to the lesser of:

- a) the Expense Incurred for Occupational Training;
- b) a Percentage of your Principal Sum; or
- c) the Maximum Amount.

The expense must be incurred within two (2) years of the date of your death.

We will pay the Education Benefit due immediately after we receive proof that the Spouse has enrolled in an Occupational Training program.

Occupational Training means any:

- a) education;
- b) professional; or
- c) trade training;

program which prepares the Spouse for an occupation for which he or she otherwise would not have been qualified.

Expense Incurred means:

- a) the actual tuition charged, exclusive of room and board; and
- b) the actual cost of the materials needed;

for the Occupational Training program.

If a Principal Sum is payable because of your death and there is no Surviving Covered Spouse, we will pay the Minimum Amount in accordance with the **Payment of Claims** provision.

Your amount of the Principal Sum is determined in the Enrollment Form on file with the Policyholder.

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

CONVERSION PRIVILEGE (Insured Person Only)

If:

- a) you cease to be covered under this policy because you cease to be eligible for coverage and:
 - 1) this policy has not terminated; and
 - 2) you have not failed to pay any required premium;you have a conversion privilege as provided below; or

- b) your Covered Spouse ceases to be covered under this policy because you and he or she become legally separated or divorced and:
 - 1) this policy has not terminated;
 - 2) your coverage has not terminated when his or her coverage ceases;
 - 3) you have not failed to pay any required premium for his or her coverage;he or she has a conversion privilege as provided below; or

- c) your Covered Spouse and Covered Dependent Child(ren) cease to be covered under the policy for coverage due to your death and:
 - 1) this policy has not terminated;

- 2) your coverage had not terminated when their coverage ceases; and
 - 3) you had not failed to pay any required premium;
- he or she has a conversion privilege for himself or herself and any Eligible Dependent Child(ren) as provided below; or

- d) your Covered Dependent Child(ren) cease to be covered under this policy for coverage because you die and:
- 1) this policy has not terminated;
 - 2) your coverage had not terminated when his or her coverage ceases; and
 - 3) you had not failed to pay any required premium;
- he or she or his or her legal guardian for him or her has a conversion privilege as provided below. A Child's legal guardian is not eligible for coverage under the converted policy.

The conversion right allows:

- a) you to request coverage under a conversion policy from the Insurer, to cover yourself and your Eligible Dependents who are covered under this policy on the date your coverage ceases. Dependents who continue to be covered under this policy in the same or a different class cannot be covered under your converted policy; and
- b) your legally separated or divorced Spouse to request coverage under a conversion policy from the Insurer to cover himself or herself; and
- c) your surviving spouse to request coverage under a conversion policy from the Insurer to cover himself or herself and any Eligible Dependent Child(ren); and
- d) your surviving Child(ren) or his/her legal guardian to request coverage under a conversion policy from the Insurer to cover the surviving Child; without giving evidence of insurability.

Insurer, as used on this page, means us or another insurance company which has agreed with us to issue converted policies according to this conversion privilege.

Each eligible person under this Benefit must:

- a) give the Insurer a Written Request for the converted policy; and
 - b) pay the Insurer the initial premium;
- within 31 days after you cease to be covered under the policy.

The converted policy:

- a) will have the provisions, limitations and exclusions on the form the Insurer is issuing for this purpose at conversion;
- b) will provide coverage on a twenty-four hour-a-day basis;
- c) will provide benefits for accidental death and dismemberment alone;
- d) will take effect on the date you cease to be covered under the policy;
- e) may exclude any condition excluded by the policy;
- f) will not pay for any loss covered by the policy;
- g) will provide a Principal Sum for yourself which will be:
 - 1) the amount of your Principal Sum under the policy on the date of conversion, rounded to the nearest \$1,000, subject to a minimum of \$25,000.00 and a maximum of \$250,000, if you are under age 70;
 - 2) \$25,000.00, if you are age 70 or older but less than age 75; or
 - 3) \$12,500.00, if you are age 75 or older;
- h) will have premiums based on the Insurer's rates in effect for new applicants of your class and age at conversion.

The policy, as used on this page, means the group policy under which you are covered.

EXTENDED DEPENDENTS COVERAGE BENEFIT

If you die while your Eligible Dependents are covered under the policy, we will:

- a) waive the payment of premium; and
 - b) continue coverage under the policy;
- for your Eligible Dependents.

The waiver of premium and continued coverage will cease for a Covered Dependent on the first to occur of:

- a) the date your Covered Spouse remarries;
- b) the date he or she ceases to qualify as an Eligible Dependent;
- c) the date which ends a 12 month period which began on the date of your death; or
- d) the date the policy terminates.

**DAY CARE BENEFIT
(Insured Person Only)**

We will pay a Day Care Benefit for each eligible Child who is covered under this policy if:

- a) a Principal Sum is payable under the Accidental Death and Dismemberment Benefit because of your death; and
- b) each child is under age 7 at the time of your death; and
- c) proof of enrollment in a Day Care Program is provided as described below.

Payment will be made to the person who has legal physical custody of the eligible Child(ren) and who has primary responsibility for the eligible Child(ren)'s Expenses. Payment will be made in accordance with the Claims provision of the Policy.

Proof of enrollment for each child in a Day Care Program may be in the form of, but will not be limited to, the following:

- a) a copy of the child's approved enrollment application in a Day Care Program; or
- b) cancelled check(s) evidencing payment to a Day Care facility or Day Care Provider; or
- c) a letter from the Day Care facility or Day Care provider stating that the child:
 - 1) is attending a Day Care Program; or
 - 2) has been enrolled in a Day Care Program and will be attending within 365 days of the date of your death.

Proof of enrollment must be sent to us prior to the last day of the 12th month on or next following the date of your death.

One Day Care Benefit payment will be made each year, for a maximum of 4 Day Care Benefit payments, for each Eligible Child.

The Day Care Benefit is the lesser amount of:

- a) the Maximum Amount; or
- b) an amount determined by applying the Day Care Percent to the amount of the deceased person's Principal Sum.

We will pay the Minimum Amount stated in the Schedule in accordance with the Claims Provision for payment of benefits for loss of life if:

- a) a Principal Sum is payable because of your death; and
- b) no person qualifies as an Eligible Child for a Day Care Benefit.

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

Your amount of Principal Sum is determined in the Enrollment Form on file with the Policyholder.

Day Care Program means a program of child care which:

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

**CONTINUATION OF MEDICAL COVERAGE BENEFIT
(Insured Person Only)**

If:

- a) your Eligible Dependents are covered under the policy; and
- b) a Principal Sum is payable under the Accidental Death and Dismemberment Benefit because of your death;

we will pay a Continuation of Medical Coverage Benefit provided your Covered Dependents elect to continue Medical Coverage in accordance with the Consolidated Omnibus Reconciliation Act of 1988 (COBRA).

The Continuation of Medical Coverage Benefit will be in three equal annual installment amounts equal to the lesser of:

- a) a percentage of the Insured's Principal Sum; or
- b) the Maximum Amount.

The Continuation of Medical Coverage Benefit is payable to your Covered Dependent's Insurance Carrier on the date we have received the bill for such continuation of coverage.

If:

- a) a Principal Sum is payable because of your death; and
- b) no person qualifies as a Covered Dependent; or
- c) your Covered Dependents do not elect to continue coverage pursuant to COBRA;

we will pay the Minimum Amount in accordance with the claim provision for payment of benefits for loss of life.

The Maximum Amount, Percent, and Minimum Amount are shown in the Schedule. Your amount of Principal Sum is determined in the Enrollment Form on file with the Policyholder.

COMA BENEFIT

If, as the result of an Injury, a Covered Person:

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

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

Payment will cease on the earliest to occur of:

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

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

Coma means complete and continuous:

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

Your amount of the Principal Sum is determined in the Enrollment Form on file with the Policyholder. The amount of Principal Sum for each of your Covered Dependents is shown in the Accidental Death and Dismemberment Benefit as a percent of your Principal Sum. The Waiting Period is shown in the Schedule.

We will not pay more than the Principal Sum under this benefit, and the Accidental Death and Dismemberment Benefit for all losses including Coma, which are due to the same accident.

DEPENDENT CHILD DISMEMBERMENT BENEFIT

If:

- a) your eligible children are covered under this policy; and
- b) Injury results in any of the Losses under the Accidental Death and Dismemberment Benefit for other than Loss of life;

we will double the amount of the Principal Sum payable for that loss.

We will not pay more than double the amount of Principal Sum under this Benefit and the Accidental Death and Dismemberment Benefit for all losses which are due to the same Accident.

The amount of the Principal Sum for each Child is determined in the Accidental Death and Dismemberment Benefit as a percent of your Principal Sum.

ADAPTIVE HOME AND VEHICLE BENEFIT

If a Covered Person's Injury results in a covered loss, except loss of life, and a Principal Sum is payable under the Accidental Death and Dismemberment Benefit, we will pay the lesser of:

- a) a Percentage of the Covered Person's Principal Sum;
- b) the actual cost; or
- c) the Maximum Amount;

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

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

to make the residence accessible or the private automobile drivable or rideable for the Covered Person.

The benefit will be payable only if:

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

Private Automobile means a four wheeled, private passenger car, station wagon, pick-up truck, van or jeep-type automobile which is not being used as a Common Carrier.

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

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

THERAPEUTIC COUNSELING BENEFIT

If a Covered Person:

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

we will pay the lesser of:

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

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

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

Reasonable Expenses means fees and prices which do not exceed those generally charged for similar Therapeutic Counseling in the local area where received by the Covered Person. For purposes of this benefit, we reserve the right to determine Reasonable Expenses. An Expense is considered to be incurred on the date the Therapeutic Counseling is rendered.

Plan means:

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

The Maximum Amount and Percent are shown in the Schedule. Your amount of the Principal Sum is determined in the Enrollment Form on file with the Policyholder. The amount of Principal Sum for each of your Covered Dependents is determined in the Accidental Death and Dismemberment Benefit as a percent of your Principal Sum.

CLAIMS

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

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

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

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

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

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

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

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

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

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

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

- a) according to the beneficiary designation in effect under the policy at the time of death; or
- b) to your estate.

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

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

Benefits will be paid into a checking account which will be owned by:

- a) you; or
- b) the beneficiary or beneficiaries named in writing by you.

The checking account owner may elect a lump sum payment by writing a check for the full amount in the checking account. However, a checking account will not be established for a benefit payable to your estate or for a Principal Sum that is less than \$10,000.

If a benefit due is payable to:

- a) your estate; or
- b) you or a beneficiary who is either a minor or not competent to give a valid release for the payment;

we may pay up to \$1,000 of the benefit due to some other person.

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

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

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

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

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

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

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

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

Legal Actions: You cannot take legal action against us:

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

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

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

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

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

POLICY TRANSITION PROVISIONS

We will cover each Prior Insured Person (including Prior Covered Dependents):

- a) upon payment of the required premium; and
- b) under the provisions and conditions of This Policy.

The coverage under This Policy will be:

- a) effective on the Policy Effective Date stated on the face page; and
- b) in the amount closest to the amount(s) of coverage he or she had under the Prior Policy.

Prior Policy means Policy No. ADD-7445 issued by Hartford Life Insurance Company on policy form 7582 A1 (HL), effective January 1, 1996.

This Policy means Policy No. ADD-007445 issued by Hartford Life and Accident Insurance Company on policy form 7582 A2, effective January 1, 2005.

Prior Insured Person or **Prior Covered Dependent** means the Insured Person and/or his or her dependents who were covered under the Prior Policy on the day before This Policy's Effective Date.

It is agreed and understood that this provision will not break the continuity of insurance on any Insured Person (including his or her Covered Dependents) if:

- a) he or she was insured under the Prior Policy as it was constituted prior to effective date of This Policy; and
- b) he or she is immediately thereafter insured under This Policy, as stated in this provision.

A designation of beneficiary in effect on December 31, 2004 for the Prior Policy is considered to be a designation of beneficiary under This Policy which shall take effect on the effective date of This Policy. However, any designation of beneficiary made on or before the effective date of the policy, in connection with the insurance provided by This Policy, in lieu of the designation of beneficiary made under the Prior Policy, will take effect on the effective date of This Policy.