

**YOUR  
BENEFIT  
PLAN**

TRUSTEES OF DELPHI SALARIED RETIREES  
ASSOCIATION BENEFIT TRUST



## Questions about Your Coverage

**In the event You have questions 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  
55 Farmington Avenue  
Suite 601  
Hartford, CT 06105  
TOLL FREE: 866-852-0280  
FAX: 860-520-2294

**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:**

<b>For Residents of:</b>	<b>Write</b>	<b>Telephone</b>
<b>Arkansas</b>	Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904	1(800) 852-5494
<b>California</b>	State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013	1(800) 927-HELP
<b>Illinois</b>	Illinois Department of Insurance Consumer Services Station Springfield, Illinois 62767	Consumer Assistance: 1(866) 445-5364 Officer of Consumer Health Insurance: 1(877) 527-9431
<b>Indiana</b>	Public Information/Market Conduct Indiana Department of Insurance 311 W. Washington St. Suite 300 Indianapolis, IN 46204-2787	Consumer Hotline: 1(800) 622-4461 1(317) 232-2395 (in the Indianapolis Area)
<b>Virginia</b>	Life and Health Division Bureau of Insurance P.O. Box 1157 Richmond, VA 23209	1(804) 371-9741 (inside Virginia) 1(800) 552-7945 (outside Virginia)
<b>Wisconsin</b>	Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873	1(800) 236-8517 (outside of Madison) 1(608) 266-0103 (in Madison) to request a complaint form.

**The following states require that We provide these notices to You about Your coverage:**

**For residents of:**

<b>Arizona</b>	This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read This certificate carefully.
<b>Florida</b>	The benefits of the policy providing you coverage are governed primarily by the law of a state other than Florida.
<b>Maryland</b>	The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all the benefits required by Maryland law.
<b>Montana</b>	The benefits of the policy providing your coverage are governed primarily by the law of a state other than Montana.

**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.

**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, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.**

**Texas**

**IMPORTANT NOTICE**

**AVISO IMPORTANTE**

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

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

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

1-800-523-2233

1-800-523-2233

You may also write to The Hartford at:  
P.O. Box 2999  
Hartford, CT 06104-2999

Usted tambien puede escribir a The Hartford:  
P.O. Box 2999  
Hartford, CT 06104-2999

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

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

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](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

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.

**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.**

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](mailto: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).



**CERTIFICATE OF INSURANCE  
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY  
Simsbury, Connecticut  
(A stock insurance company)**

**Policyholder: TRUSTEES OF DELPHI SALARIED RETIREES ASSOCIATION BENEFIT TRUST**  
**Policy Number: GL-395285**  
**Policy Effective Date: May 1, 2010**  
**Policy Anniversary Date: May 1, 2011**

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

**Richard G. Costello, Secretary**

**John C. Walters, President**

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*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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## SCHEDULE OF INSURANCE

**Cost of Coverage:**

**Contributory Coverage:** Retiree Life Insurance

**Eligible Class(es) For Coverage:** All Delphi Salaried Retirees who are citizens or legal residents of the United States, its territories and protectorates.

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

**Eligibility Waiting Period for Coverage:**

None

### Life Insurance Benefit

#### Amount of Life Insurance

#### Retiree Life Insurance

##### **Guaranteed Issue Amount**

The amount You elect in increments of \$10,000, subject to a maximum of \$50,000 and a minimum of \$10,000.

##### **Maximum Amount**

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

#### **Reduction in Amount of Life Insurance**

We will reduce the Amount of Life Insurance for You by any amount of individual life insurance issued in accordance with the Conversion Right.

#### **Reduction in Coverage Due to Age**

We will reduce the Life Insurance Benefit for You by 50% on the Policy Anniversary Date following the date You attain age 70 and 75% when You attain age 80. The reduction will apply to the Amount of Life Insurance in force immediately prior to the first reduction made.

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.

Reductions also apply if:

- 1) You become covered under The Policy; or
- 2) Your coverage increases;

on or after the date You attain age 70.

## 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 for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the later of:

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

**Enrollment:** *How do I enroll for coverage for myself?*

You must:

- 1) complete and sign a group insurance enrollment form satisfactory to Us, for Your coverage; and
- 2) deliver it to Your Policyholder within 6 weeks from the date it was mailed by Your Policyholder.

You have the option to enroll electronically. Your Policyholder will provide instructions.

If You do not enroll for Your coverage within 6 weeks from the date the enrollment information was mailed by Your Policyholder, You may enroll for Your coverage only during an Annual Enrollment Period designated by the Policyholder.

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

**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 6 weeks after the date the enrollment information was mailed by Your Policyholder;
- 2) enroll for an Amount of Life Insurance greater than the Supplemental Guaranteed Issue Amount, regardless of when You enroll for coverage.

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 6 weeks from the date the enrollment information was mailed by Your Policyholder; 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.

**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) attending Physician's statement; and
- 4) any additional information We may require.

Evidence of Insurability will be furnished at Our expense except for Evidence of Insurability due to late enrollment. We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy, 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.

## PERIOD OF COVERAGE

**Effective Date of Retiree Coverage:** *When does my Retiree 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, if You enroll on or before that date;
- 2) the January 1st 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 6 weeks from the date the enrollment information was mailed by Your Policyholder.

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.

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

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.

**Change in Coverage:** *When may I change my coverage?*

After Your initial enrollment You may increase or decrease coverage during any Annual Enrollment Period designated by the Policyholder.

**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 January 1st next following the last day of the Annual Enrollment Period.

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

If You are:

- 1) already enrolled for an Amount of Supplemental Life Insurance under The Policy, then You must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for Supplemental Life Insurance under The Policy You must provide Evidence of Insurability for any amount of Supplemental Life Insurance including an initial amount.

In any event, if the Amount of Life Insurance You request is greater than the Guaranteed Issue Amount, You 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.

**Retiree Coverage Termination:** *When will my Retiree coverage end?*

Your coverage will end on the earliest of the following:

- 1) the last day of the month following the date The Policy terminates;
- 2) the last day of the month following the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 3) the last day of the month following the date the premium payment is due but not paid; or
- 4) the last day of the month following the date You are no longer a member of the trust.

## BENEFITS

**Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You die while covered under The Policy, We will pay Your 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.

**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.

**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, You may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for any Amount of Life Insurance for which You 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 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 Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

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.

**Conversion:** *How do I convert my coverage?*

To convert Your coverage, You must:

- 1) complete a Notice of Conversion Right form; and
- 2) have your Policyholder sign the form.

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Policyholder 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 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 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.

**Death within the Conversion Period:** *What if I die before coverage is converted?*

We will pay the Amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You die within 31 days of 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.

## 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 the date of death.

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.

**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;
- 6) 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; 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 within 90 day(s) after the loss. All Proof of Loss should be sent to Us. However, all claims should be submitted to Us within 90 day(s) 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 possible to give proof within the required time; and
- 2) proof is given as soon as 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
- 2) 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.

**Claims to be Paid:** *To whom will benefits for my claim be paid?*

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; or
- 2) all to Your surviving Spouse; or
- 3) 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 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.

If benefits are payable and meet Our guidelines, then We may 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.

The account owner may elect a lump sum payment by writing a check for the full amount in the account. However, an account will not be established for a benefit payable to Your estate.

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 Policyholder. Only satisfactory forms sent to the Policyholder 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 Policyholder.

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 on 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.

**Incontestability:** *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

In the absence of Fraud, no statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

**Assignment:** *Are there any rights of assignment?*

You have the right to absolutely assign 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.

You do not have the right to collaterally assign Your rights and interest under 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 and/or Your Policyholder 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 and/or Your Policyholder 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 and/or Your Policyholder perpetrate insurance fraud.

**Misstatements:** *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

## DEFINITIONS

**Contributory Coverage** means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

**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.

**Physician** means a person who is:

- 1) 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 Related to You by blood or marriage.

**Related** means Your spouse, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Retiree** means a former employee of the Policyholder who has completed at least 5 years of active full-time service with the Policyholder.

**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 is issued.



## AMENDATORY RIDER

This rider is attached to all certificates given in connection with The Policy and is effective on The Policy 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.

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.

For Colorado 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.

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.

For Louisiana residents:

- 1) The definition of **Dependent Child(ren)** is replaced by the following:  
**Dependent Child(ren)** means:
  - 1) Your unmarried children, stepchildren, legally adopted children;
  - 2) 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);
  - 3) 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);
  - 4) 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;
  - 3) 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:

  - 1) Your coverage terminates because You enter active military service; and
  - 2) 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 last paragraph of the **Claims to be Paid** provision is replaced by the following:  
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 because of expenses from Your funeral or other expenses incident to Your last illness or death. Payment to any person, as shown above, will release Us from liability for the amount paid.
- 7) The exclusion for the **Seatbelt and Air Bag** benefit is replaced 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.
- 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;

For Maryland 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.

For Minnesota residents:

- 1) The term "granted military leave of absence" in the Military Leave of Absence 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 7<sup>th</sup> paragraph of the **Accelerated Benefit** provision is deleted.
- 4) the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> paragraphs of the **Conversion Right** provision are deleted.
- 5) The first sentence of the 5<sup>th</sup> 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.

For Missouri residents:

- 1) 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.
- 3) 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.

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 2<sup>nd</sup> 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.

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 second paragraph of the **Claims to be Paid** provision is changed to \$250, if not \$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;
- 5) the date Your former Spouse fails to pay any premiums that may be due; or
- 6) the date You die.

For North Dakota 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.

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.

For South Carolina residents:

- 1) 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 second paragraph of the **Claims to be Paid** provision is changed to \$2,000, if not \$2,000.

For South Dakota residents:

- 1) The **suicide, felony, speed or endurance contest** exclusions are replaced 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.
- 2) 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.

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:
  - 1) 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 not already 15 days.
- 5) 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 not already 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.

For Vermont residents:

The following Endorsement applies:

**Purpose:** 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.

**General Definitions, Terms, Conditions and Provisions:** 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:

- 1) 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.**

For Virginia residents, any and all references to Domestic Partners are hereby deleted.

For Washington residents:

- 1) The **Suicide** provision is deleted in its entirety.
- 2) The following is added to the **No Longer Terminally Ill** provision:

**Dispute about Diagnosis:** If You attending physician, and a physician appointed by Us, disagree on whether You are Terminally Ill, 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.
- 3) The **Labor Dispute** continuation provision is replaced with the following:

**Labor Dispute:** 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**:

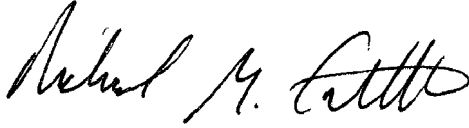
Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

For Wisconsin residents:

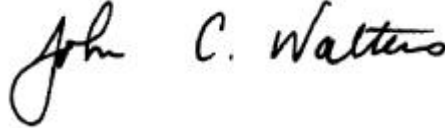
- 1) The dollar amount stated in the **Conversion Right** provision is changed to \$5,000, if not \$5,000.
- 2) The dollar amounts stated in the second paragraph and the last paragraph of the **Claims to be Paid** provision are changed to \$1,000, if not \$1,000.

In all other respects, the Policy and certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.



**Richard G. Costello, Secretary**



**John C. Walters, President**

**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.

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**1. Plan Name**

DELPHI SALARIED RETIREES ASSOCIATION BENEFIT TRUST

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**2. Plan Number**

LIFE - 501

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**3. Plan Sponsor**

DELPHI SALARIED RETIREES ASSOCIATION BENEFIT TRUST  
7315 Parkwood Drive  
Fenton, MI 48430

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**4. Plan Sponsor Identification Number**

26-4594868

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**5. Type of Plan**

Welfare Benefit Plan providing Retiree Life Insurance Benefits.

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**6. Plan Administrator**

DELPHI SALARIED RETIREES ASSOCIATION BENEFIT TRUST  
7315 Parkwood Drive  
Fenton, MI 48430

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**7. Agent for Service of Legal Process**

For the Plan

DELPHI SALARIED RETIREES ASSOCIATION BENEFIT TRUST  
7315 Parkwood Drive  
Fenton, MI 48430

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.

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8. **Sources of Contributions** The Employer pays the premium for the insurance, but may allocate part of the cost to the employee. The Employer determines the portion of the cost to be paid by the employee.

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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.

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10. The Plan and its records are kept on a Policy Year basis.

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11. **Labor Organizations**

None

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12. **Names and Addresses of Trustees**

None

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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.
- c) 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.

## **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**