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# **GROUP BENEFIT PLAN**



**Life, Supplemental Life, Dependent Life and  
Supplemental Dependent Life**

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**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

Hartford, Connecticut  
(Herein called Hartford Life)

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**CERTIFICATE OF INSURANCE**

Under  
**The Group Insurance Policy**  
As of the  
**Effective Date**  
Issued by  
**HARTFORD LIFE**  
to  
**The Policyholder**

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This is to certify that We have issued and delivered the Group Insurance Policy (Policy) to the Policyholder. The Policy insures the Policyholder's employees who:

- are eligible for the insurance;
- become insured; and
- continue to be insured,

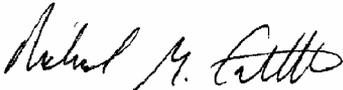
according to the terms of the Policy.

The terms of the Policy which affect an employee's insurance are summarized in the following pages.

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This Certificate of Insurance, and the following pages, will become Your Booklet-certificate. The Booklet-certificate is a part of the Policy. This Booklet-certificate replaces any other which We may have issued to the Policyholder to give to You under the Policy specified herein.



Richard G. Costello, *Secretary*



Thomas M. Marra, *President*

Some of the terms used within this Booklet-certificate are capitalized and have special meanings. Please refer to the definitions at the end of this Booklet-certificate when reading about Your benefits.

## SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

The Policyholder: MOREHEAD STATE  
UNIVERSITY

The Policy Number: GL-675094

Policy Effective Date: July 1, 2004

Anniversary Date: July 1 of each year,  
beginning in 2005.

### **Who is eligible for coverage?**

Eligible Class(es): All Active Full-time  
Employees who are U.S.  
citizens or U.S. residents,  
excluding temporary and  
seasonal employees

All persons who are insured for employee coverage will be eligible for either Basic contributory Life Insurance or Supplemental Life Insurance coverage for Dependents.

### **When will You become eligible? (Eligibility Waiting Period)**

You are eligible on the later of either the Policy Effective Date or the date You enter an eligible class.

Retirees are eligible for coverage on the later of:

1. the date on which the individual meets the definition of a Retiree; or
2. the Policy Effective Date.

### **When will You become eligible for Dependent Coverage?**

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

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

### **What is Evidence of Good Health?**

Evidence of Good Health is information about a person's health from which We can determine if coverage or increases in coverage will be effective. Information may include questionnaires, physical exams, or written documentation as required by Us.

Inquiries as to the status of Your submission of Evidence of Good Health should be addressed to Your Employer and/or Benefit Administrator. We, Your Employer and/or Benefit Administrator will notify You of approvals. We will notify You, in writing, of any disapprovals.

### **When will Evidence of Good Health be required?**

Evidence of Good Health is required if:

1. You enroll for coverage more than 30 days after the date You are first eligible to do so for any amount of Life Insurance for or Your Spouse; or for an Amount of Life Insurance in excess of \$15,000 for a Dependent child; or
2. You elect no coverage when eligible to do so and later opt for coverage for any Amount of Life Insurance for Yourself; or for an Amount of Life Insurance in excess of \$15,000 for a Dependent child.

Evidence of Good Health must be provided at Your own expense.

If Evidence of Good Health is not approved in the situation(s) described above, no coverage will become effective.

Evidence of Good Health is also required if You elect to increase coverage for Yourself or Your Dependents by more than one option or increment level, provided You do not exceed the Guarantee Issue Amount. This requirement is waived for each of Your Dependent children whose new Amount of Life Insurance is \$15,000 or less.

If Evidence of Good Health is not approved in this situation, You are eligible to increase coverage by one option or increment level up to the Guaranteed Issue Amount.

**Are there exceptions to the Evidence of Good Health requirement for late enrolling Dependents?**

This Evidence of Good Health requirement will be waived for Your Dependent spouse and/or Dependent children, if:

1. You do not elect coverage for Your spouse when first eligible to do so, but, within 30 days following the date You acquire Your first child, You elect spouse coverage; or
2. Your spouse and children were previously covered for life benefits provided by Your spouse's employer group plan; and
  - a) Your spouse and children have ceased to be covered under the employer's group plan due to Your spouse's loss of employment or cancellation of that group plan;
  - b) Your spouse and children provide Us with proof of prior coverage, including the date of termination, when applying for Dependent Coverage; and
  - c) coverage with Us is requested within 30 days of Your spouse's loss of coverage.

This Evidence of Good Health requirement will be waived for Dependent children whose Amount of Life Insurance is \$15,000 or less.

Dependents who qualify for this waiver will be subject to all other conditions, restrictions and limitations of the Policy.

**AMOUNT OF LIFE INSURANCE  
Employee and Retiree Only**

**What Life benefits are available to You?**

**Basic Amount of Life Insurance:**

An amount equal to \$10,000.

**Supplemental Amount of Life Insurance:**

An amount equal to 1, 1.5, 2 or 3 times Your annual rate of basic Earnings, rounded to the next higher multiple of \$1,000, if not already such a multiple, subject to a maximum of \$200,000.

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

**What Life benefits are available to Retirees?**

**Amount of Life Insurance:**

An amount equal to \$5,000.

**Are there other limitations which apply to Amounts of Life Insurance for Employees and Retirees?**

The Amount You elect is indicated on Your group enrollment form.

Your Amount of Life Insurance will be reduced by any life benefit:

1. paid to You under an accelerated death benefit in the Prior Plan; and
2. in force for You under any disability extension provision of the Prior Plan.

**If You convert, does it affect the Amount of Life Insurance benefit payable?**

The Amount of Life Insurance under the Policy will be reduced by the amount of the individual life insurance issued in accordance with the Conversion Privilege for reasons other than reductions in coverage.

**AMOUNT OF LIFE INSURANCE  
Dependent Only**

**What Life benefits are available to Your Dependents?**

**NOTE: RETIREES ARE NOT ELIGIBLE FOR DEPENDENT COVERAGE.**

**Basic Dependent Spouse:**

An amount equal to \$5,000, not to exceed 50% of the Basic Amount of Life Insurance in force for the employee; or

**Supplemental Dependent Spouse:**

An amount equal to \$10,000, not to exceed 50% of the Supplemental Amount of Life Insurance in force for the employee.

**Basic Dependent Children:**

less than 6 month(s) of age: \$250  
6 month(s) of age or older: \$2,500

or

**Supplemental Dependent Children:**

less than 6 month(s) of age: \$500  
6 month(s) of age or older: \$5,000

The Amount You elect is indicated on Your group enrollment form.

**ELIGIBILITY AND ENROLLMENT**

**Must You contribute toward the cost of coverage?**

With respect to Basic Life Insurance coverage, You do not contribute toward the cost.

With respect to Supplemental Life Insurance, Basic Dependent Life Insurance, Supplemental Dependent Life Insurance, Basic Spouse AD&D and Supplemental Spouse AD&D coverage, You must contribute toward the cost.

**How do You enroll?**

To enroll You must:

1. complete and sign a group insurance enrollment form which is satisfactory to Us; and
2. deliver it to the Employer.

If You do not enroll within 30 days after becoming eligible, the following limitations will apply to a later enrollment:

1. You must submit Evidence of Good Health; and
2. You may not enroll until:
  - a) an Annual Enrollment Period; or
  - b) You have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period or within 30 days of the Change in Family Status.

The Annual Enrollment Period is determined by Your Employer on a yearly basis.

### **What constitutes a Change in Family Status?**

A Change in Family Status means:

1. Your marriage, or the birth or adoption of a child, or becoming the legal guardian of a child;
2. the death of or divorce from Your spouse;
3. the death of or emancipation of a child;
4. spouse's loss of employment which results in a loss of group insurance; or
5. change in classification from Part-time to Full-time or from Full-time to Part-time.

### **When does coverage start?**

Your coverage will start on the latest of the dates determined below:

1. the date You become eligible, if You enroll or have enrolled by then;
2. the date on which You enroll, if You do so within 30 days after the date You are eligible;
3. the date We approve Evidence of Good Health which We may have required; or
4. the first day of January following the Annual Enrollment Period if You enroll during an Annual Enrollment Period.

All of the above effective dates are subject to the Deferred Effective Date provision.

### **What is the Deferred Effective Date provision for Retirees?**

If a Retiree is confined at home, in a hospital or elsewhere because of a physical or mental condition on the date an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of any increase or additional benefit will be deferred until the Retiree is discharged from the hospital or no longer confined and has engaged in substantially all the normal activities of a healthy person of the same age for a period of at least 15 days in a row.

"Confined elsewhere" means the individual is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

### **What is the Deferred Effective Date provision for employees?**

If You are absent from work due to a physical or mental condition on the date Your insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of Your insurance, any increase in insurance or the additional benefit will be deferred until the date You return to work as an Active Full-time Employee.

### **Are there exceptions to the Deferred Effective Date provision?**

#### **NOTE: NOT APPLICABLE TO RETIREES**

If You were insured under the Prior Plan on the day before the Policy Effective Date and You would be eligible for coverage on the Policy Effective Date except that You are not able to meet the requirements of the Deferred Effective Date provision, then:

1. the Deferred Effective Date provision will not apply to the original effective date of coverage; and
2. the coverage amount shown in the Schedule of Insurance will not apply to You.

Instead, You will be considered to be insured and your coverage amount will be the lesser of:

1. the Amount of Life Insurance under the Prior Plan; or
2. the Amount of Life Insurance shown in the Schedule of Insurance,

reduced by:

1. any coverage amount in force or otherwise payable due to any disability benefit extension under the Prior Plan; or
2. any coverage amount that would have been in force due to any disability benefit extension under the Prior Plan had timely election for the disability provision been made.

You will remain insured under this provision until the first to occur of:

1. the date You return to work as an Active Full-time Employee;
2. the date Your insurance terminates for a reason stated under the Termination provision;
3. the last day of a period of 12 consecutive months which begins on the Policy Effective Date; or
4. the last day You would have been covered under the Prior Plan, had the Prior Plan not terminated.

#### **When does coverage for Your Dependent(s) start?**

You are required to enroll for contributory Dependent coverage. To do so You have to complete and sign a group insurance enrollment form acceptable to Us and deliver it to the Employer.

Your spouse will become insured for coverage for which We do not require Evidence of Good Health on the first to occur of:

1. the date You are eligible for Dependent Coverage, if You enroll or have enrolled for spouse coverage by then; or
2. the date You enroll for Dependent Coverage, if You do so within 31 days after the date You are eligible.

If You enroll for Dependent Coverage more than 31 days after You are first eligible to do so, no coverage will be available without Evidence of Good Health.

Coverage for which We require Evidence of Good Health will be effective on the later of:

1. the date You become eligible; or
2. the date approved by Us.

Each child will become insured for coverage for which We do not require Evidence of Good Health on the first to occur of:

1. the date You are eligible for Dependent Coverage, if You enroll or have enrolled for child coverage by then; or
2. the date You enroll for coverage for Your child, if You do so within 31 days after the date You acquire the child.

If You enroll for Dependent Coverage more than 31 days after You are first eligible to do so, no coverage will be available without Evidence of Good Health.

Coverage for which We require Evidence of Good Health will be effective once approved by Us.

In no event will Dependent Coverage become effective before the date You become insured.

All effective dates of coverage are subject to the Deferred Effective Date provision for Dependents.

### **What is the Deferred Effective Date provision for Dependents?**

If a Dependent, other than a newborn, is confined at home, in a hospital or elsewhere because of a physical or mental condition on the date insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of insurance, any increase or additional benefit will be deferred until the Dependent is discharged from the hospital or no longer confined and has engaged in substantially all the normal activities of a healthy person of the same age for a period of at least 15 days in a row.

"Confined elsewhere" means the individual is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

### **Are there exceptions to the Deferred Effective Date provision?**

If You were insured with respect to a Dependent under the Prior Plan as of the day before the Policy Effective Date, the Deferred Effective Date provision will not apply to the original effective date of coverage for any Dependent.

Instead, Your Dependent will be considered to be insured and the Amount of Insurance will be the lesser of:

1. the Amount of Insurance in force on the life of the Dependent under the Prior Plan; or
2. the Amount of Insurance shown in the Schedule of Insurance.

**When are changes effective?**

The provisions, terms and conditions of the Schedule of Insurance or this Booklet-certificate may be modified, amended or changed at any time; consent from any covered individual is not required.

If there is any type of change in Your class, Earnings, the Schedule of Insurance or the Booklet-certificate which:

1. decreases an amount of coverage or deletes, limits or restricts the availability of a benefit or provision, then that decrease, deletion, limitation or restriction will be effective on the date the change in class, Earnings, the Schedule of Insurance or the Booklet-certificate is effective;
2. increases an amount of coverage or adds, improves or increases availability of a benefit or provision, then that increase, addition or improvement will be effective on the date the change in class, Earnings, the Schedule of Insurance or the Booklet-certificate is effective, subject to application of the Deferred Effective Date provision and Our approval where Evidence of Good Health is required.

**BENEFITS**

**Life Insurance Benefit**

**To whom and how are benefits paid?**

A completed claim form, a certified copy of the death certificate and Your enrollment form must be sent to the Employer or Us. When the required claim papers are received and approved by Us, the Amount of Life Insurance will be paid.

Benefits payable for a Dependent's death are payable to You if living, otherwise, We may, at Our option, pay the benefit to Your surviving spouse or to the executors or administrators of Your estate.

Your death benefit will be paid in a lump sum to the beneficiary(ies) designated by You in writing and on file with the Employer.

Unless You have requested something different, payment will be made as follows:

1. If more than one beneficiary is named, each will be paid an equal share.
2. If any named beneficiary dies before You, His share will be divided equally among the named surviving beneficiaries.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

1. up to \$500 of Your life insurance to any party that We deem is entitled because of their payment of burial expenses. We will be released from further liability for any amount so paid; and/or
2. the executors or administrators of Your estate; or
3. Your surviving relatives in the following order:
  - a) all to Your surviving spouse; or
  - b) if Your spouse does not survive You, in equal shares to Your surviving children; or
  - c) if no child survives You, in equal shares to Your surviving parents.

If a minor does not have a legal guardian, We may, until such a guardian is appointed, pay the person We deem to be caring for and supporting him. Such payment will be in monthly installments of not more than \$200.

If a death benefit payable meets Our guidelines, then the benefit is payable into a checking account. In the case of a Dependent death benefit, You own the checking account. In the case of Your death benefit, Your beneficiary owns the checking account. A lump sum payment may be elected by writing a check for the full amount in the checking account.

### **What benefit is payable if Your death results from suicide?**

No Supplemental Life or Supplemental Dependent Life benefit will be payable if death results from suicide, whether sane or insane, within 2 years of the effective date of Your coverage. Additionally, if death resulting from suicide, whether sane or insane, occurs within 2 years of the effective date of an increase in Your coverage, the death benefit payable is limited to the amount of coverage in force prior to the increase. The 2 year period includes the time coverage was in force under a Prior Plan.

### **Accelerated Death Benefit**

**This benefit is not available for Retirees or Dependents.**

#### **What is the benefit?**

If You are diagnosed as being Terminally Ill and proof of such diagnosis is provided by an attending physician licensed to practice in the United States, and You are:

1. less than age 60; and
2. insured for at least \$10,000,

then You may request that a portion of Your Amount of Life Insurance be paid to You prior to death.

The request cannot exceed 80% of the in force Amount of Life Insurance, and is subject to a minimum of \$3,000 and a maximum of \$500,000. You may exercise this option only once per person.

For example, if You have an Amount of Life Insurance equal to \$20,000 and You are Terminally Ill, You can request any portion of the life insurance between \$3,000 to \$16,000 to be paid to You now instead of to Your beneficiary at Your death. However, if You decide to request only \$3,000 now, You cannot request the additional \$13,000 in the future.

#### **What does Terminal Illness/Terminally Ill mean?**

Terminally Ill or Terminal Illness means that an individual has a life expectancy of 12 months or less.

**RECEIPT OF ANY BENEFITS IN ACCORDANCE WITH THIS PROVISION WILL REDUCE LIFE INSURANCE BENEFITS PAYABLE UPON DEATH.**

**What if an individual is no longer Terminally Ill?**

If diagnosed as no longer Terminally Ill, coverage may or may not remain in force. Coverage which remains in force will be reduced by any amount of Accelerated Death Benefits received and premium is due for this reduced amount. If coverage does not remain in force, then the reduced amount of coverage may be converted.

**What limitations apply to this benefit?**

The Accelerated Death Benefit provision will be subject to all applicable terms and conditions of the Policy.

No Accelerated Death Benefit will be paid if You are required by law to accelerate benefits to meet the claims of creditors, or if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement.

**What if You made an assignment under this plan?**

If You have executed an assignment of rights and interest with respect to Your Amount of Life Insurance, in order to pay benefits to You under this provision, We must receive a release from the individual to whom the assignment was made before any benefits are payable.

## **TERMINATION**

### **Employee and Retiree Coverage**

#### **When does Your coverage terminate?**

Unless continued in accordance with the Exceptions to Termination section, Your insurance will terminate on the first to occur of:

1. the date the Policy terminates;
2. the last day of the period for which You made any required premium contribution, if You fail to make any further required contribution;
3. the date You are no longer in a class eligible for coverage;
4. the date Your Employer terminates Your employment; or
5. the date You are absent from work as an Active Full-time Employee.

### **EXCEPTIONS TO TERMINATION**

#### **Under what conditions can Your insurance be continued under the continuation provisions?**

If You are absent from work as an Active Full-time Employee, Your insurance may be continued up to the maximum period of time stated. In each instance, such continuation shall be at the Employer's option, but must be according to a plan which applies to all employees in the same way. Continued coverage:

1. is subject to any reductions in the Policy;
2. is subject to payment of premium by the Employer; and
3. terminates when the Policy terminates.

If You are on a documented leave of absence, other than Family or Medical Leave, all of Your coverages (including Dependent Life coverage) may be continued until the last day of the 24<sup>th</sup> consecutive month following the month in which the leave of absence commenced.

If You are laid off due to lack of work, all of Your coverages (including Dependent Life coverage) may be continued until the last day of the 24<sup>th</sup> consecutive month following the month in which the layoff commenced.

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, all of Your coverages (including Dependent Life coverage) may be continued for up to 12 weeks, or longer if required by state law, following the date Your insurance would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for You must be paid;
3. Your benefit level will be that which was in effect on the day before said leave started, subject to any reductions included in the Policy;
4. the amount of Earnings upon which Your benefit may be based, will be that which was in effect on the day before said leave started; and
5. continued coverage will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the Policy terminates;
  - c) You or the Policyholder fail to pay premium when due; or
  - d) the Policy no longer insures Your class.

In all other respects, the terms of Your insurance remain unchanged.

If You are absent from work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued until the last day of a period of 270 day(s) which begins on the date You were first absent from work as an Active Full-time Employee. If You feel that Your condition may continue for an extended period of time, You should request that Your Employer file a waiver of premium claim.

### **What is Waiver of Premium?**

Waiver of premium is a provision which allows for continued employee or Dependent life insurance, without payment of premium, while You are Disabled. You or Your Dependent may not exercise the rights under the Portability provision and qualify for waiver of premium. This provision does not apply to Retirees.

### **To what coverages does the Waiver of Premium apply?**

These provisions apply only to Your Basic and Supplemental Life Insurance and Dependent Life Insurance.

**What conditions must be satisfied before You qualify for Waiver of Premium?**

1. You must be less than age 60, insured and Disabled; and
2. acceptable proof of Your condition must be furnished to Us within one year of Your last day of work as an Active Full-time Employee.

**What does Disabled mean?**

Disabled means that You have a condition that prevents You from doing any work for which You are or could become qualified by education, training or experience and it is expected that this condition will last for at least nine consecutive months from Your last day of work as an Active Full-time Employee; or You have been diagnosed with a life expectancy of 12 months or less.

**When will We waive premium?**

We will waive premium after proof that You are Disabled is provided by an attending physician licensed to practice in the United States and We approve the proof. You will be notified by Us of the date We will begin to waive premium.

Continued coverage will be subject to any age reductions provided by any part of the Policy.

**What if You or Your Dependent die before You qualify for Waiver of Premium?**

If:

1. You or Your Dependent should die within one year of Your last day of work as an Active Full-time Employee but prior to qualifying for waiver of premium; and
2. You were Disabled,

We will pay the Amount of Life Insurance which is in force for You or Your Dependent. Your Dependent Life coverage will terminate on the date You die. They may be eligible for conversion as of that date.

### **Can We have You examined for proof that You continue to be Disabled?**

During the first two years following the date You qualify as Disabled, We may have You examined at reasonable intervals. Thereafter, We will only require an annual examination to confirm that You continue to be Disabled. If You fail to submit any required proof or refuse to be examined as required by Us, then Your coverage will terminate.

### **What if You are no longer Disabled?**

If, for any reason, You are no longer Disabled, Your premium will no longer be waived. On that date, You may or may not return to work.

If You return to work in an Eligible Class, then all of Your coverages will be reinstated subject to the terms of the Policy in effect on the reinstatement date.

If You do not return to work within an Eligible Class, and You are not eligible for any other group life insurance, then You are entitled to the Conversion Privilege. You may convert the Amount of Life Insurance that is in force for You and Your Dependent on the date it is determined that You are no longer Disabled.

### **How long will premiums be waived?**

Your premium will be waived and Your coverage will be continued until You attain Normal Retirement Age.

The premium for Dependent Life coverage will be waived and subject to all Policy provisions, Dependent Life coverage will continue until the first to occur of the date:

1. You die;
2. You no longer qualify for Waiver of Premium;
3. the date the Policy terminates; or
4. You attain Normal Retirement Age.

On the date waiver of premium terminates, if You do not return to work, You will be entitled to convert Your coverage. You may convert no more than Your Amount of Life Insurance that is in force on the date waiver of premium terminates. On the date the waiver of premium terminates for Dependent Life coverage, Your Dependents may be eligible to convert.

**What if the Policy terminates before You qualify for waiver of premium?**

If the Policy terminates before You qualify for waiver of premium, You may be eligible to convert. Additionally, You may later be approved for waiver of premium.

**What if the Policy terminates after You qualify for waiver of premium?**

Termination of the Policy will not affect Your coverage under the terms of this provision.

**DEPENDENT COVERAGE**

**When does Dependent Coverage terminate?**

Unless continued in accordance with the Exception to Termination section, a covered Dependent's insurance will terminate on the earliest of:

1. the date Your coverage terminates;
2. the last day of the period for which any required premium contribution is made, if You fail to make any further required contribution;
3. the date You are no longer eligible for Dependent Coverage;
4. the date the Dependent no longer meets the definition of Dependent;  
or
5. the date We or the Employer terminate Dependent Coverage.

**EXCEPTIONS TO TERMINATION**

**Under what conditions can Dependent child insurance be continued?**

If a covered Dependent child reaches the age at which He would otherwise cease to be a Dependent as defined, and the Dependent child is:

1. disabled and incapable of earning His own living; and
2. unmarried and primarily dependent on You for support and maintenance,

then Dependent coverage will not terminate solely due to age if You submit satisfactory proof of the Dependent child's disability to Us within 31 days of the date the Dependent child reaches such age.

Coverage will continue while the Policy remains in force as long as:

1. the child continues to meet the required conditions; and
2. any required premium is paid.

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

## **PORTABILITY**

### **When can a person elect Portability?**

You may elect portability if:

1. the Policy is still in force;
2. Your supplemental life insurance terminates because:
  - a. Your employment terminates for any reason prior to Retirement; or
  - b. You are no longer in an Eligible Class; and
3. You do not currently have coverage for the amount of life insurance You intend to continue under a certificate of insurance issued in accordance with a conversion, portability or other similar provision under this Policy.

### **What does Retirement mean?**

Retirement means the date You attain normal retirement age under the 1983 United States Social Security Act, and any amendments thereto.

### **Will the Waiver of Premium provision be available if You elect to continue coverage under this Portability provision?**

No.

### **Will Conversion be available if a person elects to continue coverage under this Portability provision?**

If a person elects to continue all terminated coverage under this portability provision, then the Conversion provision is not available. If a person elects to continue only a portion of terminated coverage under this portability provision, then the Conversion privilege will be available for the remaining amount.

### **How is Portability elected?**

A person must, within 31 days of the date group coverage terminates:

1. make written application to Us; and
2. pay the required premium.

If this is done, We will issue a certificate of insurance under a group portability policy. Such coverage will be:

1. issued without evidence of good health;
2. on one of the forms then being issued by Us for portability purposes; and
3. effective on the day following the date insurance terminates.

The terms and conditions of coverage under the group portability policy will be similar, but may not be identical, to coverage under this plan.

### **What limitations apply to this benefit?**

A person may elect to continue 50%, 75% or 100% of his amount of life insurance being terminated. Such amount will be rounded to the next higher \$1,000, if not already an even multiple thereof. No employees amount of life insurance continued may exceed \$250,000.

If an election is made to continue 50% or 75% now, a person may not continue any portion of the remaining amount. In no event will a person be able to continue an amount of life insurance which is less than \$5,000.

### **How much does Portability cost?**

See Your Employer for the cost.

## **CONVERSION PRIVILEGE**

### **When can an individual convert?**

If insurance, or any portion thereof, terminates, then any individual covered under the Policy may convert his life insurance to a conversion policy without providing Evidence of Good Health.

If the qualifying event is policy termination or termination of coverage for a class then the individual must have been insured for at least 5 years under the Policy in order to be eligible for this conversion privilege.

**What is the conversion policy?**

The conversion policy will:

1. be on one of the life insurance policy forms, except term insurance, then customarily issued by Us for conversion purposes;
2. contain no disability, supplementary or AD&D benefits; and
3. be effective on the 32nd day after group life insurance terminates.

**How much can be converted?**

If the qualifying event is policy termination or termination of coverage for a class, then the amount which may be converted is limited to the lesser of:

1. the amount of group coverage in force prior to the qualifying event, reduced by the amount of any other group coverage for which the individual becomes covered within 31 days of termination of group coverage; or
2. \$10,000.

If conversion is due to retirement or any other qualifying event, the full amount of coverage lost may be converted.

**How does an individual convert coverage?**

To convert life insurance, the individual must, within 31 days of the date group coverage terminates, make written application to the Us and pay the premium required for his age and class of risk.

**What if death occurs during the conversion election period?**

If the individual should die within the 31 day conversion election period, We will, upon receipt of acceptable proof of His death, pay the Amount of Life Insurance He was entitled to convert.

## GENERAL PROVISIONS

**When can this plan be contested?**

Except for non-payment of premium, the Policy cannot be contested after two years from the Policy Effective Date.

No statement relating to 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 the individual's lifetime. In order to be used, the statement must be in writing and signed by the affected individual.

### **Who interprets policy terms and conditions?**

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

### **Are there any rights of assignment?**

You have the right to absolutely assign all of Your rights and interest under the Policy including, but not limited to, the following:

1. the right to make any contributions required to keep the insurance in force;
2. the privilege of converting; and
3. the right to name and change a beneficiary.

No absolute assignment of rights and interest shall be binding on Us until and unless:

1. the original of the form documenting the absolute assignment; or
2. a true copy of it,

is received and acknowledged by Us at our home office.

We have 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.

### **How do You designate or change Your beneficiary?**

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a Power of Attorney.

## DEFINITIONS

**Active Full-time Employee** – An employee who works for the Employer on a regular basis in the usual course of the Employer's business. An employee must work at least the number of hours in the Employer's normal work week. This must be at least 32 hours. You will be considered actively at work with Your Employer on a day which is one of Your Employer's scheduled work days if You are performing, in the usual way, all of the regular duties of Your job on a Full-time basis on that day. You will also be considered actively at work on a paid vacation day or a day which is not one of Your Employer's scheduled work days only if You were actively at work on the preceding scheduled work day.

**Amount of Life Insurance** – This term means both the Basic and Supplemental Life Amounts unless otherwise stated in specific provisions and benefits.

**Anniversary Date** – The date occurring in each calendar year which is an anniversary of the Policy Effective Date.

### **Dependent**

1. Your spouse; and
2. Your unmarried child who is:
  - a) not yet 19 years old; or
  - b) 19 or older, but has not yet attained age 25 and is primarily dependent upon You for financial support; or
  - c) 19 years old or older, and is disabled and primarily dependent upon You for financial support. Such child must have become disabled before attaining age 19.

The term "child", shall also include Your:

1. stepchild;
2. legally adopted child; and
3. any other child related to You by blood or marriage and who lives with You in a regular parent-child relationship, provided that You claim such child as a dependent on Your most current federal income tax return Form 1040.

You may not elect coverage for Your Dependent if Your Dependent is covered as an employee under the Policy. Any person who is in Full-time military, naval or air force service cannot be a Dependent. No person can be insured as a Dependent of more than one employee under the Policy.

**Earnings** - Regular pay, not counting:

1. commissions;
2. bonuses;
3. overtime pay; or
4. any other pay or fringe benefits.

**Employer** – The Policyholder named in the Schedule of Insurance.

**He/His** – He or she. His or her.

**Normal Retirement Age** – The Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth.

**Prior Plan** – A plan of group term life insurance sponsored by the Employer which was in force on the day before the Policy Effective Date.

**Retiree** – A former Active Full-time Employee of the Employer who:

- is at least age 55; and
- has completed at least 25 years of active Full-time service with the Employer.

**We/Us/Our** – The Hartford Life and Accident Insurance Company.

**You/Your** – The employee to whom this Booklet-certificate is issued.

## STATUTORY PROVISIONS

### TENNESSEE

#### LIFE

The following provision is applicable to residents of Tennessee and is included to bring Your Booklet-certificate into conformity with Tennessee state law.

#### **Conversion Privilege**

The Conversion Privilege is amended to include the following paragraph.

If an individual is not given notice of the existence of the conversion privilege 15 days prior to the expiration of the 31 day election period, He will have an additional period in which to exercise conversion rights. This additional period will end 15 days following the date He is given notice of the right to convert or 60 days following the required 31 day election period, whichever occurs first. Written notice of conversion rights will be presented to the individual or mailed by the Employer or Us to the last known address.

### WEST VIRGINIA

#### LIFE

The following provision is applicable to residents of West Virginia and is included to bring Your Booklet-certificate into conformity with West Virginia state law.

#### **Conversion Privilege**

The following paragraph replaces the same paragraph appearing in the Conversion Privilege section of the Booklet-certificate.

If the qualifying event is Policy termination or termination of coverage for a class, then the individual must have been insured for at least 3 years under the Policy in order to be eligible for this conversion privilege.



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

**Policyholder:** Morehead State University  
**Policy Number:** 33-ADD-S05632  
**Policy Effective Date:** July 01, 2004

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.

Richard G. Costello, *Secretary*

Thomas M. Marra, *President*

**Form PA-5427 A2 (33-S05632) (1)**  
**Printed in U.S.A.**

## SCHEDULE

### Eligible Persons:

#### Class 1:

All active employees of the Policyholder.

**Eligible Dependents:** Eligible Person's Spouse and Child(ren)

**Policy Age Limit:** Insured Person - None  
Spouse - 70

### Mandatory Plan 1

(Class 1 is covered under this plan)

#### Principal Sum

**(You Only)**

\$10,000

#### Principal Sum For Your Eligible Spouse

\$5,000

#### Principal Sum For Your Eligible Child

\$2,500

#### Conversion Privilege Benefit

Conversion Limit: \$100,000

### Voluntary Plan 1

(Class 1 is covered under this plan)

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

**(Insured Person Only)**

Times Salary: 1, 1.5, 2, or 3

Maximum Amount: \$200,000

Annual Base Salary rounded to the nearest \$1,000

Annual Base Salary means Your base annual salary on the date of the accident; excluding overtime pay, bonuses, commissions and any other type of incentive.

**Principal Sum For Your Eligible Spouse**

The Principal Sum applicable to Your Spouse who is covered under the policy 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**  
\$10,000

The Principal Sum requested for Your Spouse cannot exceed the lesser of Your Spouse’s Principal Sum Amount or the voluntary amount applicable to You.

**Principal Sum For Your Eligible Child**

The Principal Sum applicable to Your Child(ren) who is covered under the policy 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**  
\$5,000

**Conversion Privilege Benefit**  
Conversion Limit: \$20,000

**Accidental Death and Dismemberment Reduction on and after Age 70 (applicable to all plans):** 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:

<b>Insured Person's Age</b>	<b>Percentage of Principal Sum</b>
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.

### **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 and independently of all other causes from an accident 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:** Your coverage for Mandatory Benefits becomes effective on the later of:

- a) the Policy Effective Date; or
- b) the date You become eligible.

If You are eligible for Voluntary Benefits and give us a Written Request for those Benefits, You become covered for those Benefits on the later of:

- a) the Policy Effective Date; or
- b) the date we receive the request.

**Termination:** Your coverage terminates on the earlier of:

- a) the date the policy is terminated; or
- b) the date You:
  - 1) cease to be an Eligible Person; or
  - 2) attain the Policy Age Limit, if any, shown in the Schedule.

Your coverage for Voluntary Benefits terminates on the earlier of:

- a) the date You request that Your Voluntary Benefits be terminated;
- b) the Premium Due Date on or next following the date You cease to be eligible for Voluntary Benefits; or
- c) the Premium Due Date on which You fail to pay any required premium for Voluntary Benefits.

**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 date we receive the request.

## **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.

### **Eligible Dependents:**

1. **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.
2. **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.

**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 date we receive Your Written Request for coverage of Dependents; or
- c) the date the person qualifies as an Eligible Dependent.

**Termination:** Coverage of each Eligible Dependent terminates on the earlier 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.

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

- a) covered under the 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.

However, You must give us 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 date we receive the request.

## **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;

6. Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
7. Injury sustained while committing or attempting to commit a felony;
8. Injury sustained as a result of being legally intoxicated from the use of alcohol.

**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.

For Loss of:

Life .....	The Principal Sum
Both Hands or Both Feet	
or Sight of Both Eyes .....	The Principal Sum
One Hand and One Foot .....	The Principal Sum
Speech and Hearing .....	The Principal Sum
Either Hand or Foot	
And Sight of One Eye.....	The Principal Sum
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.

**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.

### **CONVERSION PRIVILEGE**

If You cease to be covered under the policy because You cease to be eligible for coverage and:

- a) the policy has not terminated; and
- b) You have not failed to pay any required premium;

You have a conversion privilege as provided below.

The conversion right allows You to request coverage under a conversion policy from the Insurer, without giving medical evidence of insurability, to cover Yourself and Your Eligible Dependents who are covered under the policy on the date Your coverage ceases. Dependents who continue to be covered under the policy in the same or a different class cannot be covered under Your converted policy.

**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.

You 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 and a maximum amount of \$100,000, if You are under age 70;
  - 2) \$25,000, if You are age 70 or older but less than age 75; or
  - 3) \$12,500, 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 Principal Sum amounts for Your dependents who become covered under the converted policy will be the amounts we are offering for this purpose at conversion.

## **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 Your life:

- a) according to the beneficiary designation in effect at the time of Your death; or
- b) if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at the time of death; or
- c) to the survivors, in equal shares, in the first of the following classes to have a survivor at Your death:
  - 1) spouse,
  - 2) children,
  - 3) parents,
  - 4) brothers and sisters.

If there is no survivor in these classes, payment will be made to Your estate.

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

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 any person 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 amount to some other person.

The other person will be someone related to the minor or incompetent person 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 policy provisions on which the denial is based;
- c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; 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; and
- c) submit issues and comments in writing.

We will make a decision no more than 60 days after 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 for the decision on which the decision is based.

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

- a) to have the 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.



## Group Benefits

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

**Policyholder:** Morehead State University  
**Policy Number:** 33-ADD-S05632  
**Policy Effective Date:** July 01, 2004

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 (33-S05632) (2)**  
**Printed in U.S.A.**

## SCHEDULE

### Eligible Persons:

#### Class 2:

All retirees of the Policyholder.

**Eligible Dependents:** Eligible Person's Spouse and Child(ren)

**Policy Age Limit:** Insured Person - None  
Spouse - 70

### Mandatory Plan 2

(Class 2 is covered under this plan)

**Principal Sum  
(Insured Person Only)**

\$5,000

**Principal Sum For Your Eligible Spouse**

\$5,000

**Principal Sum For Your Eligible Child**

\$2,500

**Conversion Privilege Benefit**

Conversion Limit: \$100,000

### Voluntary Plan 2

(Class 2 is covered under this plan)

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  
(You Only)**

\$5,000

**Principal Sum For Your Eligible Spouse**

The Principal Sum applicable to Your Spouse who is covered under the policy 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**

\$5,000

**Principal Sum For Your Eligible Child**

The Principal Sum applicable to Your Child who is covered under the policy 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**

\$5,000

**Conversion Privilege Benefit**

Conversion Limit: \$20,000

**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 and independently of all other causes from an accident 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:** Your coverage for Mandatory Benefits becomes effective on the later of:

- a) the Policy Effective Date; or
- b) the date You become eligible.

If You are eligible for Voluntary Benefits and give us a Written Request for those Benefits, You become covered for those Benefits on the later of:

- a) the Policy Effective Date; or
- b) the date we receive the request.

**Termination:** Your coverage terminates on the earlier of:

- a) the date the policy is terminated; or
- b) the date You:

- 1) cease to be an Eligible Person; or
- 2) attain the Policy Age Limit, if any, shown in the Schedule.

Your coverage for Voluntary Benefits terminates on the earlier of:

- a) the date You request that Your Voluntary Benefits be terminated;
- b) the Premium Due Date on or next following the date You cease to be eligible for Voluntary Benefits; or
- c) the Premium Due Date on which You fail to pay any required premium for Voluntary Benefits.

**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 date we receive the request.

## **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.

### **Eligible Dependents:**

1. **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.
2. **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.

**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 date we receive Your Written Request for coverage of Dependents; or
- c) the date the person qualifies as an Eligible Dependent.

**Termination:** Coverage of each Eligible Dependent terminates on the earlier 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.

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

- a) covered under the 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.

However, You must give us 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 date we receive the request.

## 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;
6. Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
7. Injury sustained while committing or attempting to commit a felony;
8. Injury sustained as a result of being legally intoxicated from the use of alcohol.

**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.

For Loss of:

Life .....	The Principal Sum
Both Hands or Both Feet	
or Sight of Both Eyes .....	The Principal Sum
One Hand and One Foot .....	The Principal Sum
Speech and Hearing .....	The Principal Sum
Either Hand or Foot	
and Sight of One Eye.....	The Principal Sum
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.

### **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.

### **CONVERSION PRIVILEGE**

If You cease to be covered under the policy because You cease to be eligible for coverage and:

- a) the policy has not terminated; and
- b) You have not failed to pay any required premium;

You have a conversion privilege as provided below.

The conversion right allows You to request coverage under a conversion policy from the Insurer, without giving medical evidence of insurability, to cover Yourself and Your Eligible Dependents who are covered under the policy on the date Your coverage ceases. Dependents who continue to be covered under the policy in the same or a different class cannot be covered under Your converted policy.

**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.

You 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 and a maximum amount of \$100,000, if You are under age 70;
  - 2) \$25,000, if You are age 70 or older but less than age 75; or
  - 3) \$12,500, 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 Principal Sum amounts for Your dependents who become covered under the converted policy will be the amounts we are offering for this purpose at conversion.

## 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 Your life:

- a) according to the beneficiary designation in effect at the time of Your death; or

- b) if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at the time of death; or
- c) to the survivors, in equal shares, in the first of the following classes to have a survivor at Your death:
  - 1) spouse,
  - 2) children,
  - 3) parents,
  - 4) brothers and sisters.

If there is no survivor in these classes, payment will be made to Your estate.

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

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 any person 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 amount to some other person.

The other person will be someone related to the minor or incompetent person 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 policy provisions on which the denial is based;
- c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; 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; and
- c) submit issues and comments in writing.

We will make a decision no more than 60 days after 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 for the decision on which the decision is based.

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

- a) to have the 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.

**The Plan Described in this Booklet**

**is Insured by the**

**Hartford Life and Accident Insurance Company**

**Hartford, Connecticut**

**Member of The Hartford Insurance Group**