

State Notices

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <https://www.thehartford.com/>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us or one of our contracted administrators as follows:

The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999
1-800-523-2233

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

Alaska:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
2. The **Spouse** definition will always include domestic partners, civil unions, and any other legal union recognized by state law.

Arizona:

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

Arkansas:

1. **For Your Questions and Complaints:**
Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
Toll Free: 1(800) 852-5494
Local: 1(501) 371-2640

California:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is replaced by the following:

Eligibility Determination

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine the Covered Person's eligibility for benefits for any claim the Covered Person or the Covered Person's estate make on the Policy. We will:

- (a) obtain with the Covered Person's cooperation and authorization if required by law, only such information that is necessary to evaluate his/her claim and decide whether to accept or deny his/her claim for benefits. We may obtain this information from the Covered Person's Notice of Claim, submitted proofs of loss, statements, or other materials provided by the Covered Person or others on the Covered Person's behalf; or, at Our expense. We may obtain necessary information, or have the Covered Person physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at the Covered Person's option and at his/her expense, the Covered Person may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of the Covered Person's choice. The Covered Person should provide Us with all information that he/she want Us to consider regarding his/her claim;
- (b) as a part of Our routine operations, We will apply the terms of the Policy for making decisions, including decisions on eligibility, receipt of benefits and claims, or explaining policies, procedures and processes;

- (c) if We approve the Covered Person's claim, We will review Our decision to approve his/her claim for benefits as often as is reasonably necessary to determine his/her continued eligibility for benefits;
- (d) if We deny the Covered Person's claim, We will explain in writing to the Covered Person the basis for an adverse determination in accordance with the Policy as described in the provision entitled Claim Denial.

In the event We deny the Covered Person's claim for benefits, in whole or in part, he/she can appeal the decision to Us. If the Covered Person chooses to appeal Our decision, the process he/she must follow is set forth in the Policy provision entitled **Claim Appeal**. If the Covered Person does not appeal the decision to Us, then the decision will be Our final decision.

- 2. **For Your Questions and Complaints:**
State of California Insurance Department
Consumer Communications Bureau
300 South Spring Street, South Tower
Los Angeles, CA 90013
Toll Free: 1(800) 927-HELP
TDD Number: 1(800) 482-4833
Web Address: www.insurance.ca.gov

Colorado:

- 1. Dependent Child coverage if shown in the **Dependent Termination** provision of the **Period of Coverage** section will not terminate if the Dependent Child is enrolled in a postsecondary education institution and takes a medical leave of absence before the earlier of:
 - a) one year after the first day of the Medically Necessary Leave of Absence; or
 - b) the date the coverage would otherwise terminate under the terms of coverage.

Medically Necessary Leave of Absence means a leave of absence from a postsecondary educational institution or a change in enrollment of the Dependent Child at the institution that:

- a) begins while the Dependent Child is suffering from a serious illness;
 - b) is medically necessary; and
 - c) causes the Dependent to lose student status for the purpose of Dependent Child coverage.
- 2. The definition of **Dependent Child(ren)** includes children related to You by a civil union and domestic partnership.
 - 3. The definition of **Spouse** includes Your partner in a civil union or domestic partnership.

Florida:

- 1. **NOTICE:** The benefits of the Policy providing your coverage are governed primarily by the laws of a state other than Florida; unless the Policy issue state is Florida. Please contact Your Employer with any questions. The preceding does not apply if the policy was issued in the state of Florida.

Idaho:

- 1. You are entitled to receive a minimum of \$500 for dismemberment.
- 2. You are entitled to receive a minimum of \$1,000 for double dismemberment or death.
- 3. You are entitled to receive \$40 per day for any covered hospital confinement.
- 4. You are entitled to receive up to 31 days of payment for any covered period of hospital confinement; unless it is shown as more in the Certificate.
- 5. Covered Accident will include Injury sustained while riding in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds for the following benefits if they are included:
 - o **Accident Hospital Income Benefit**
 - o **Intensive Care Unit Benefit**
 - o **Recuperation Benefit**
 - o **Outpatient Care Benefit**
- 6. We will not cover any loss caused or contributed by Injury sustained due to alcoholism or drug addiction for the following benefits if they are included:
 - o **Accident Hospital Income Benefit**
 - o **Intensive Care Unit Benefit**
 - o **Recuperation Benefit**
 - o **Outpatient Care Benefit**
- 7. **For Your Questions and Complaints:**

Idaho Department of Insurance
Consumer Affairs
700 W. State Street, 3rd Floor
PO Box 83720
Boise, ID 83720-0043
Toll Free: 1(800) 721-3272
Web Address: www.DOI.Idaho.gov

Illinois:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
2. **For Your Questions and Complaints**
Illinois Department of Insurance
Consumer Services Station
Springfield, IL 62767
Consumer Assistance: 1(866) 445-5364
Officer of Consumer Health Insurance 1(877) 527-9431
3. In accordance with Illinois law, insurers are required to provide the following **NOTICE** to applicants of insurance policies issued in Illinois.

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

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

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

Kansas:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is replaced by the following:

Policy Interpretation. Pursuant to the Employee Retirement Income Security Act of 1974, as amended (ERISA), the Policyholder has delegated to Us the fiduciary responsibility to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. Therefore, We are fiduciary for The Policy and We have the continuing duty to act prudently and in the interest of You, Your beneficiaries and the other plan participants. If You have a claim for benefits which is denied or ignored, in whole or in part, then You may file suit in state or federal court for a review of Your eligibility or entitlement to benefits under The Policy. This provision only applies where the interpretation of The Policy is governed by ERISA.

Louisiana:

1. The following requirements apply to the definition of **Dependent Child(ren)** :
 - a) an 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);
 - b) 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);
 - c) your unmarried grandchild who is in your legal custody;
 - d) a limiting age of 21 years, or 24 years if a student, if less than such ages;
 - e) an unmarried Child to age 24, if a student and deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder; and

- f) an unmarried Child who is subsequently called to military service and any required premium is paid.

Maine:

1. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

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

2. The time period stated in the **Notice of Claim** provision shown in the **General Provisions** section is changed to 30 days if not already 30 days.
3. The time period stated in the **Claim Forms** provision shown in the **General Provisions** section is changed to 15 days if not already 15 days.
4. The time periods stated in the **Sending Proof of Loss** provision shown in the **General Provisions** section are changed to 90 days and 1 year if not already 90 days and 1 year, respectively.
5. The time period stated in the **Claim Payment** provision shown in the **General Provisions** section is changed to 30 days if not already 30 days.
6. The dollar amount stated in the **Claims to be Paid** provision shown in the **General Provisions** section is changed to \$2,000 if not already \$2,000.
7. The phrase "In the absence of Insurance Fraud" in the **Misstatements** provision does not apply to you.

Michigan:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.

Minnesota:

1. The definition of **Disabled or Total Disability** in the **Permanent Total Disability** Benefit is replaced by the following:

Disabled or Total Disability, for the purpose of this Benefit, means Your or Your Spouse's:

- a) inability during the first two years of disability to perform the Essential Duties of Your or Your Spouse's Occupation; and
- b) after that, Your or Your Spouse's inability to engage in Any Occupation for which you are suited by education, training and experience; or
- c) with respect to a Spouse who is unemployed, his or her inability to engage in the normal and customary activities of a person of like age and gender in good health.

Your unemployed Spouse must be:

- a) regularly attended by Physician; and
- b) continuously confined within his or her house or Hospital, provided such house or Hospital confinement will not preclude transportation of Your Spouse to or from a Hospital or Physician's office for necessary treatment at the direction of his or her Physician.

Montana:

1. The time period stated in the **Conversion Right** provision is changed to 3 years, if greater than 3 years.
2. The dollar amount stated in the **Conversion Right** provision is changed to \$10,000, if less than \$10,000.
3. The 2nd paragraph of the **Conversion Policy Provisions** does not apply to you.
4. The dollar amount stated in the second paragraph of the **Claims to be Paid** provision shown in the **General Provisions** section is changed to \$500, if not \$500.
5. The following requirement applies to you:

Payable Interest: *Is interest payable on death claims?*

Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the claim is paid more than 30 days after the date due proof is received, the amount payable will include interest. Interest will be paid at the discount rate, on 90-day commercial paper, in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof is received.

New Hampshire:

1. Item 1 of the definitions of **Disabled** and **Disabled or Disability** if shown in the **Definitions** section is replaced by the following:
 - 1) performing any work or occupation for wage or profit for which You are, or become, reasonably qualified by reason of education, training or experience.

2. Item 3 of the last paragraph of the **Sending Proof of Loss** provision shown in the **General Provisions** section does not apply to you.
3. Item 3 of the **Conditions for Qualification** provision is replaced by the following:
 - 3) provide such proof in accordance with the Sending Proof of Loss provision.
4. The time period stated in the definition of **Period of Confinement** in the **Accident Hospital Income Benefit**, is changed to 180 days, if less than 180 days.
5. Item 1 of the definition of **Extended Care Facility** in the **Extended Care Facility Benefit** is replaced by the following:
 - 1) Operates pursuant to law;
6. The following continuation requirement applies to you:
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.
7. The time period stated for legal action to start in the **Legal Actions** provision shown in the **General Provisions** section can not be less than 3 years after the time **Proof of Loss** is required to be given.

New York:

1. **NOTICE:** The insurance evidenced by this certificate provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services.

IMPORTANT NOTICE — THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

North Carolina:

1. If your coverage is issued through a trust, the **Sending Proof of Loss** provision in the **General Provisions** section is amended such that the submission of **Proof of Loss** must be sent within 180 days after the loss.
2. If your coverage is issued through a trust, reference to fraud in **Misstatements** provision in the **General Provisions** section is not applicable.

Oregon:

1. We cannot require that You prove that Your child was born in wedlock, living with You, or claimed as a dependent on Your or Your Spouse's tax return in order for Your child be eligible for Dependent coverage, as shown in the **Definitions** section.
2. The **Spouse** definition if shown in the **Definitions** section will always include domestic partners, civil unions, and any other arrangement allowable by state law.

Rhode Island:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
2. The **Spouse** definition if shown in the **Definitions** section will always include domestic partners, civil unions, and any other arrangement allowable by state law.

South Carolina:

1. The time period in the **Notice of Claim** provision shown in the **General Provisions** section is changed to 20 days, if not already 20 days.
2. The following physical exam and autopsy requirement applies to you:
Autopsy must be performed during the period of contestability and must take place in the state of South Carolina.
3. Item 2 of the **Legal Actions** provision shown in the **General Provisions** section is replaced by the following:
 - 2) 6 years of the date Proof of Loss is required to be furnished according to the terms of The Policy.

Texas:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
2. **IMPORTANT NOTICE** **AVISO IMPORTANTE**

To obtain information or make a complaint:

Para obtener información o para presentar una

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

1-800-523-2233

You may also write to The Hartford at:

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

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

queja:

Usted puede llamar al número de teléfono gratuito de The Hartford's para obtener información o para presentar una queja al:

1-800-523-2233

Usted también puede escribir a The Hartford:

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

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Utah:

- The following benefits are not available:
 - **Anti-Inflation Benefit**
 - **Therapeutic Counseling Benefit**
 - **Accidental Death Benefit with Double Indemnity while On a Common Carrier**
 - **Accidental Death Motor Vehicle Benefit**
 - **Accidental Death Benefit while in a Covered Accident**
 - **Accidental Death and Dismemberment: while Actively at Work**
 - **Double Indemnity while On A Common Carrier**
- The maximum age for a student stated in the **Child Education Benefit** is changed to 26 if not already 26.
- Regarding the definition of **Dependent Child(ren)** if shown in the **Definitions** section:
 - items a and b of item 2 do not apply to you
 - the second item 2 does not apply to you
 - the maximum age for a child is 26 if not already 26.
- Item 3 of the **Sending Proof of Loss** provision, in the **General Provisions** section does not apply to you.
- The age references in the **Continuation for Dependent Child(ren) with Disabilities** provision are changed to 26 if not already 26.
- Waiting periods must be eliminated from all **Accidental Death and Dismemberment** policies, including

the **Accidental Hospital Income Benefit**.

Vermont:

1. **Purpose:** Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.
Definitions, Terms, Conditions and Provisions: The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and are hereby superseded as follows:
 - a) 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 established according to Vermont law.
 - b) 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 established according to Vermont law.
 - c) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
 - d) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
 - e) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under the policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

Virginia:

1. **For Your Questions and Complaints:**
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)

Washington:

1. The **Accelerated Benefit** is not available.

Wisconsin:

1. The time periods stated in the **Claim Appeal** provision shown in the **General Provisions** section are removed.
2. **For Your Questions and Complaints:**
To request a Complaint Form:
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)