

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
**ACCIDENT ONLY COVERAGE**  
**OUTLINE OF COVERAGE**

**Read Your Certificate Carefully.** This outline of coverage provides a very brief description of some important features of your certificate. The certificate itself must be consulted for important details of the coverage provided. Please see the Table of Contents in the front of your Certificate for the location of the sections and provisions referred to in this outline.

- (1) **Accident Only Coverage.** This category of coverage is designed to provide, to persons insured, benefits for certain losses resulting from a covered accident ONLY, subject to any limitations set forth in the policy. Benefits are not provided for basic hospital, basic medical-surgical, or major-medical expenses.
- (2) **Benefits.** The benefits provided by your coverage are indicated in the Schedule of Insurance in your Certificate. Benefit provisions are described in the Benefits section of your Certificate.
- (3) **Exceptions, Reductions, and Limitations.** No benefits are provided for any loss resulting from sickness. Other exceptions, reductions and limitations to your coverage are described in the Schedule of Insurance and in the Benefits section of your Certificate. In addition, exclusions and limitations, including any limitations for pre-existing conditions, are described in the Exclusions section of your Certificate.
- (4) **Continuation of Coverage.** Please see the provisions relating to eligibility for coverage in the Schedule of Insurance, and to continuation and termination of coverage in the Termination provision of the Benefits section of your Certificate.
- (5) **Premiums/Contributions.** The premium or contribution required for your coverage is shown in the Schedule of Insurance in your Certificate. Your premiums or contributions may increase or decrease as indicated in the Schedule of Insurance in your Certificate.

Accident Only OOC (CA)



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

**Policyholder:** Marvell Semiconductor, Inc.

**Policy Number:** 58-ADD-S07464

**Policy Effective Date:** January 1, 2011

**Certificate Effective Date:** January 1, 2014

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*

John C. Walters, *President*

## SCHEDULE

### Eligible Persons:

All Full-time Employees of the Policyholder.

**Full-time Employee** means a person who:

- a) is regularly employed by the Policyholder in the usual course of their business; and
- b) works at least 30 hours per work week.

### Principal Sum

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

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

#### Basic Accidental Death and Dismemberment Benefit

Principal Sum for each Insured Person:

Times Salary: 2.5

Rounded to: \$1,000

Rounding Method: Next Highest

Maximum Amount: \$1,000,000

**Salary** means the Insured Person's base annual salary on the date of the accident; excluding overtime pay bonuses, commissions and any other type of incentives.

#### Supplemental Accidental Death and Dismemberment Benefit

Principal Sum for each Insured Person:

Maximum Amount: \$1,000,000

Increments of: \$10,000

The Principal Sum requested may not exceed 10 times the Insured Person's annual earnings or the Maximum Amount shown above.

**Salary** means the Insured Person's base annual salary on the date of the accident; excluding overtime pay, bonuses, commissions and any other type of incentives.

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

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

**Accidental Death and Dismemberment Reduction on and after Age 70:** On the Premium Due Date on or next following the Insured Person's attainment of ages 70 and 75, his or her amount of Principal Sum will reduce. The Amount of AD&D Insurance in force immediately prior to the first reduction made according to the table below will be reduced by the percentage indicated in the following table.

Additionally, if:

1. the Insured Person becomes insured under the Policy; or
2. his or her coverage increases,

on or after the date he or she attains age 70, we reduce the amount of coverage for which he or she would otherwise be eligible in the same manner.

<b>Insured Person's Age</b>	<b>Percentage by which original amount of coverage will be reduced</b>
Age 70 – 74	35%
Age 75 or over	50%

Reduced amounts will be rounded to the next higher multiple of \$1,000, if not already such a

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

**Seat Belt and Air Bag Coverage**

Seat Belt Benefit Amount: 10%  
Maximum Amount: \$25,000  
Air Bag Benefit Amount: 5%  
Maximum Amount: \$5,000

**Education Benefit**

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

**Conversion Privilege Benefit**

Conversion Limit: \$250,000

**Rehabilitation Benefit**

Percentage of Principal Sum: 10%  
Maximum Amount: \$10,000

**Repatriation Benefit (Insured Person Only)**

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

**Coma Benefit**

Waiting Period: 30 days

**Principal Sum For Each Insured Person's Eligible Spouse:**

The Principal Sum applicable to an Insured Person's Spouse who is covered under the policy is the amount for which:

- a) the Insured Person is eligible to request, as determined below;
- b) the Insured Person has given us a Written Request; and
- c) the required premium is paid.

**Spouse Principal Sum**

<b>Minimum</b>	<b>Maximum</b>	<b>Increment</b>
\$1,000	\$250,000	\$1,000

The Principal Sum requested for the Spouse cannot exceed the lesser of the Spouse's Principal Sum Maximum or 100% of the combined basic and supplemental amount applicable to the Insured Person.

**Principal Sum For Each Insured Person's Eligible Child:**

The Principal Sum applicable to an Insured Person's Child who is covered under this policy is the amount for which:

- a) the Insured Person is eligible to request, as determined below;
- b) the Insured Person has given us a Written Request; and
- c) the required premium is paid.

**Child Principal Sum**

<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
\$1,000	\$38,000	\$1,000

The Principal Sum requested for the Child cannot exceed the lesser of the Child's Principal Sum Maximum or 100% of the amount applicable to the Insured Person.

**Enrollment:**

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

**Effective Date:** Your coverage becomes effective on the later of:

1. the Policy Effective Date;
2. the first day of the month on or next following the date You become eligible, if You enroll or have enrolled by then;
3. the first day of the month on or next following the date on which You enroll, if You do so within 31 days after the date You are eligible;
4. the first day of January following the Annual Enrollment Period if You enroll during an Annual Enrollment Period; or
5. the first day of the month on or next following the date of a Change in Family Status.

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 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.

If You do not enroll when first eligible to do so, You may not enroll until:

1. an Annual Enrollment Period; or
2. You have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period or within 31 days of the Change in Family Status.

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

A Change in Family Status means:

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

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

- a) the Policy Effective Date; or
- b) the first day of the month following the date we receive the request.

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

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

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

- a) are not eligible for the coverage requested, the change will not become effective;
- b) are eligible for the coverage requested, the change will become effective on the first day of the month on or next following 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.

The term "spouse" means an individual who is either:

- (1) in a marriage with the employee which is recognized by the law in the state of residence; or
- (2) in a domestic partnership with whom the employee executes a Domestic Partner Affidavit acceptable to us, to establish that they are domestic partners for the purposes of the Policy (such person will remain a domestic partner as long as he continues to meet the requirements described in the Domestic Partner Affidavit); or
- (3) in a registered domestic partnership with the employee in accordance with California law.

Reference in this form to an employee's marriage or divorce shall include his or her domestic partnership or dissolution of his or her domestic partnership.

2. **Child or Children** means your unmarried child, stepchild, legally adopted child, or foster child who is less than age 26 and is primarily dependent on you for financial support.

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

- a) the date you become an Insured Person;
- b) the first day of the month on or next following the date we receive your Written Request for coverage of Dependents; or
- c) the date the person qualifies as an Eligible Dependent.

**Termination:** Coverage of each Eligible Dependent terminates on the Premium Due Date on or next following 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 21 or 25, 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 written notice of the incapacity within 31 days of the termination date.

Coverage will continue as long as:

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

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

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

- a) is not eligible for the coverage requested, it will not become effective; or
- b) is eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date we receive the request.

### Exceptions to Termination

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

If You are absent from work as an Active 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. terminated when the Policy terminated.

If You are on a documented leave of absence, other than Family or Medical Leave, all of Your coverage (including Dependent AD&D coverage) may be continued for 1 month following the date on which the leave of absence commenced or the first to occur of:

- 1. the date the Group Insurance Policy terminates;
- 2. the date premium is due for You but not paid by the Employer; or
- 3. the last day of the period for which You made any required premium contribution, if You fail to make any further required contribution.

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 26 weeks if You qualify for Family Military Leave, 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.

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 12 months 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.

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

## **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. The amount of Principal Sum for each of your Covered Dependents is shown below as a percent of your Principal Sum.

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

**Loss** means with regard to:

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

## **EXPOSURE**

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

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

## **DISAPPEARANCE**

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

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

## **SEAT BELT AND AIR BAG COVERAGE (Insured Person Only)**

If a Covered Person's Injury results in a covered Loss under the Accidental Death and Dismemberment Benefit while:

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

an Automobile and at the time of the accident, he or she was properly wearing a Seat Belt as verified on the police report, then the amount of the Principal Sum will be increased by a Percentage of the Principal Sum to a Maximum Amount.

If the above Seat Belt Benefit is payable, We will pay an additional Percentage of the Principal Sum to a Maximum Amount as an Air Bag Benefit if:

- a) the Covered Person was positioned in a seat that was equipped with a factory-installed Air Bag;
- b) the Covered Person was properly strapped in the Seat Belt when the Air Bag inflated; and
- c) the police report establishes that the Air Bag inflated properly upon impact.

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

**Automobile** means a duly registered, four-wheeled, private passenger: car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

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

**Seat Belt** means:

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

The Percentage of Principal Sum and Maximum Amount for the Seat Belt Benefit and the Air Bag Benefit are shown in the Schedule.

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

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

## **EDUCATION BENEFIT**

If:

- a) your Spouse and Eligible Children are covered under the policy; and
- b) a Principal Sum is payable under the Accidental Death and Dismemberment Benefit because of your death or your Covered Spouse's death;

we will pay an Education Benefit to each Student as provided below.

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

- a) is covered as your Eligible Dependent on the date of your death or your Covered Spouse's death; and
- b) is a full-time post-high school student in a school for higher learning on the date of your death or your Covered Spouse's death; or
- c) became a full-time post-high school student in a school for higher learning within 365 days after your death or your Covered Spouse's death and was a student in the 12th grade on the date of your death or your Covered Spouse's death.

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

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

If you die, the Education Benefit is an amount equal to the lesser of:

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

If your Covered Spouse dies, the Education Benefit is an amount equal to the lesser of:

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

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

The Education Benefit is payable to each person:

- a) on the date; and
- b) for whom;

we have received proof that he or she is a Student.

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

If:

- a) a Principal Sum is payable because of your death or your Covered Spouse's death; and
- b) no Eligible Dependent qualifies as a Student;

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

Your Principal Sum is determined in the Enrollment Form on file with the Policyholder. Your Covered Spouse's amount of Principal Sum is shown in the Accidental Death and Dismemberment section as a percentage of your Principal Sum. The Maximum Amount, Percentage of Principal Sum and Minimum Amount are shown in the Schedule.

## **CONVERSION PRIVILEGE**

If the Insured Person ceases to be covered under the policy because he or she ceases to be eligible for coverage and:

- a) the policy has not terminated; and
  - b) he or she has not failed to pay any required premium;
- he or she has conversion privilege as provided below.

The conversion right allows the Insured Person to request coverage under a conversion policy from the Insurer, without giving medical evidence of insurability, to cover himself or herself and his or her Eligible Dependents who are covered under the policy on the date his or her coverage ceases. Dependents who continue to be covered under the policy in the same or a different class cannot be covered under the Insured Person's 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.

The Insured Person 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 the Insured Person 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 the Insured Person which will be:
  - 1) the amount of his or her Principal Sum under the policy on the date of conversion, rounded to the nearest \$1,000, subject to a minimum of \$25,000.00 and a maximum amount of \$250,000, if Insured Person are under age 70;
  - 2) \$25,000.00, if he or she are age 70 or older but less than age 75; or
  - 3) \$12,500.00, if he or she are age 75 or older;
- h) will have premiums based on the Insurer's rates in effect for new applicants of the Insured Person's class and age at conversion.

The Principal Sum amounts for Insured Person's dependents who become covered under the converted policy will be the amounts we are offering for this purpose at conversion. The policy, as used on this page, means the group policy under which Insured Person and his or her dependents are covered.

## **REHABILITATION BENEFIT**

If your Injury results in any loss, other than loss of life, payable under the policy, within 365 days after the date of accident, we will pay a benefit equal to the lesser of:

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

The expense must be incurred within 2 years of the date of accident.

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

**Rehabilitative Training** means any training which:

- a) is required due to your Injury;
- b) prepares you for an occupation in which you would not have engaged except for the Injury.

**Expense Incurred** means the actual cost:

- a) of the training; and
- b) of the materials needed for the training.

## **REPATRIATION BENEFIT (Insured Person Only)**

If your Injury results in loss of life payable under the policy within 365 days after the date of accident, we will pay the lesser of:

- a) the expense incurred for:
    - 1) preparation of the deceased's body for burial or cremation; and
    - 2) transportation of the deceased's body to the place of burial or cremation;
  - b) a Percentage of your Principal Sum; or
  - c) the Maximum Amount;
- provided that your death occurred outside the territorial limits of the state or country of your place of permanent residence.

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

## **COMA BENEFIT**

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

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

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

Payment will cease on the earliest to occur of:

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

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

**Coma** means complete and continuous:

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

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

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

## **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 under the policy 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 time of death; otherwise

- 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 benefit due 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 the policy provision on which the denial is based;
- c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
- d) provide an explanation of the review procedure.

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

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

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

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

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

**Legal Actions:** You cannot take legal action against us:

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

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

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

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

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

