

# LIMITATIONS & EXCLUSIONS



This insurance coverage includes certain limitations and exclusions. The certificate details all provisions, limitations, and exclusions for this insurance coverage. A copy of the certificate can be obtained from your employer.

## GROUP LIFE INSURANCE

### GENERAL LIMITATIONS AND EXCLUSIONS

- The amount of coverage may be reduced at certain ages for you and your spouse.
- A supplemental or voluntary life benefit will not be paid if death occurs by suicide within two years (or as allowed by state law) of purchasing this coverage.
- You and your dependent(s) must be citizens or legal residents of the United States, its territories and protectorates.

### DEPENDENT LIMITATIONS AND EXCLUSIONS

- Coverage may only be elected for dependents when you elect and are approved for coverage for yourself.
- Coverage may not be elected for a dependent who has employee coverage under this certificate.
- Coverage may not be elected for a dependent who is in active full-time military service.
- Child(ren) may only be covered as a dependent of one employee.

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## GROUP ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### GENERAL LIMITATIONS AND EXCLUSIONS

- The amount of coverage may be reduced at certain ages for you and your spouse.
- This insurance does not cover losses caused by:
  - Sickness; disease; or any treatment for either
  - Any infection, except certain ones caused by an accidental cut or wound
  - Intentionally self-inflicted injury, suicide or suicide attempt
  - War or act of war, whether declared or not
  - Injury sustained while in the armed forces of any country or international authority
  - Injury sustained on aircraft in certain circumstances
  - Taking prescription or illegal drugs unless prescribed by or administered by a licensed physician
  - Injury sustained while riding, driving, or testing any motor vehicle for racing
  - Injury sustained while committing or attempting to commit a felony
  - Injury sustained while driving while intoxicated
  - You and your dependent(s) must be citizens or legal residents of the United States, its territories and protectorates.

### DEPENDENT LIMITATIONS AND EXCLUSIONS

- Coverage may only be elected for dependent(s) when you elect and are approved for coverage for yourself.
- Coverage may not be elected for a dependent who has employee coverage under this certificate.
- Child(ren) may only be covered as a dependent of one employee.

### THIS IS LIMITED ACCIDENT ONLY COVERAGE

### DEFINITIONS

- Loss means, with regard to hands and feet, actual severance through or above wrist or ankle joints; with regard to sight, speech or hearing, entire and irrecoverable loss thereof; with regard to thumb and index finger, actual severance through or above the metacarpophalangeal joints; with regard to movement, complete and irreversible paralysis of such limbs.
- Injury means bodily injury resulting directly from an accident, independent of all other causes, which occurs while you or your dependent(s) have coverage.

This policy 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

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## GROUP LONG TERM DISABILITY INSURANCE

### GENERAL EXCLUSIONS

- You must be under the regular care of a physician to receive benefits.
- You cannot receive disability insurance benefit payments for disabilities that are caused or contributed to by:
  - War or act of war (declared or not)
  - The commission of, or attempt to commit a felony
  - An intentionally self-inflicted injury
  - Your being engaged in an illegal occupation

### PRE-EXISTING CONDITIONS

- Your insurance excludes the benefits you can receive for pre-existing conditions. In general, if you were diagnosed or received care for a condition before the effective date of your certificate, you will be covered for a disability due to that condition only if:
  - You have not received treatment for your condition for 3 months before the effective date of your insurance, or

- You have been insured under this coverage for 12 months prior to your disability commencing, so you can receive benefits even if you're receiving treatment, or
- You have already satisfied the pre-existing condition requirement of your previous insurer

#### LIMITATIONS

- **Mental Illness and Substance Abuse Limitation.** If you are disabled because of Mental Illness or because of alcoholism or the use of narcotics, sedatives, stimulants, hallucinogens or other similar substance, benefits will be payable for a maximum of 24 months in your lifetime, unless at the end of that 24 months, you are confined to a hospital or other place licensed to provide medical care for your disability.
- **Specified Condition Limitation.** If you are disabled because of any of the conditions or symptoms listed below, benefits will be payable for a maximum of 24 months in your lifetime:
  - Chemical and Environmental Illness
  - Chronic Fatigue Illness
  - Musculoskeletal and Connective Tissue Illness
  - Post concussive syndrome
  - Obstructive sleep apnea
  - Narcolepsy, cataplexy and other sleep syndromes
  - Fibromyalgia
  - Migraines, tension headaches, and cluster headaches
  - Irritable bowel disease, Crohn's disease, celiac disease, or ulcerative colitis
  - Chronic Lyme disease and other chronic illnesses due to tick borne infections
  - Any self-reported symptoms that have not been attributed to a specific diagnosis with objective and verifiable findings including but not limited to dizziness, fatigue, headache, loss of energy, numbness, pain, ringing in the ear or other perceived ear tones, stiffness, or cognitive dysfunction not supported by objective diagnostic testing

#### OFFSETS

- Your benefit payments will be reduced by other income you receive or are eligible to receive due to your disability, such as:
  - Social Security disability insurance (please see next section for exceptions)
  - Workers' compensation
  - Other employer-based insurance coverage you may have
  - Unemployment benefits
  - Settlements or judgments for income loss
  - Retirement benefits that your employer fully or partially pays for (such as a pension plan)
- Your benefit payments will not be reduced by certain kinds of other income, such as:
  - Retirement benefits if you were already receiving them before you became disabled
  - Retirement benefits that are funded by your after-tax contributions your personal savings, investments, IRAs or Keoghs profit-sharing
  - Most personal disability policies
  - Social Security cost-of-living increases

This example is for purposes of illustrating the effect of the benefit reductions and is not intended to reflect the situation of a particular claimant under the Policy.

Insured's monthly [Pre-Disability Earnings/Basic Monthly Pay] \$3,000  
 Long term disability benefits percentage x 60%  
 Unreduced maximum benefit \$1,800  
 Less Social Security disability benefit per month - \$900  
 Less state disability income benefit per month - \$300  
 Total amount of long term disability benefit per month \$600

This policy provides disability income insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York Department of Financial Services.

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### GROUP ACCIDENT INSURANCE

#### LIMITATIONS AND EXCLUSIONS

The benefits payable are based on the insurance in effect on the date of the covered accident, subject to the definitions, limitations, exclusions and other provisions of the policy.

You and your dependent(s) must be citizens or legal residents of the United States, its territories and protectorates.

This insurance does not provide benefits for any loss that results from or is caused by:

- Suicide or attempted suicide, whether sane or insane, or intentionally self-inflicted injury
- War or act of war, whether declared or undeclared, or a nuclear, chemical, biological, or radiological event
- A covered person's participation in a felony, riot or insurrection
- A covered person's service in the armed forces or units auxiliary to it
- A covered person's taking drugs, unless as prescribed by or administered by a physician, or being intoxicated as defined by the jurisdiction in which the cause of loss was incurred
- A covered person's sickness or bacterial infection
- A covered person's participation in bungee jumping or hang gliding
- A covered person's participation or competition in semi-professional or professional sports
- Cosmetic surgery or any other elective procedure that is not medically necessary

- While a covered person is on any aircraft: as a pilot, crewmember or student pilot; as a flight instructor or examiner; 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; or being used for tests, experimental purposes, stunt flying, racing or endurance tests
- Operating, learning to operate, serving as a crew member of or jumping or falling from any aircraft
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test

All exclusions may not be applicable, or may be adjusted, as required by state regulations in the situs state of a group.

## NOTICES

### THIS IS A LIMITED ACCIDENT ONLY BENEFIT POLICY

This limited benefit plan (1) does not constitute major medical coverage, and (2) does not satisfy the individual mandate of the Affordable Care Act (ACA) because the coverage does not meet the requirements of minimum essential coverage.

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## GROUP CRITICAL ILLNESS INSURANCE

### LIMITATIONS AND EXCLUSIONS

The benefits payable are based on the insurance in effect on the date of the diagnosis of a covered illness, subject to the definitions, limitations, exclusions and other provisions of the policy.

You and your dependent(s) must be citizens or legal residents of the United States, its territories and protectorates.

**Benefit Separation Periods.** If a covered person is diagnosed with a covered illness, and is subsequently diagnosed with another covered illness, the following separation periods apply between benefit payments. If the subsequent diagnosis is for: 1) A different, non-related covered illness than the first diagnosis (e.g. a cancer illness then a vascular illness), then no separation period applies; 2) A covered illness that is related to the first (e.g. two vascular illnesses, like heart attack and stroke), then a 30 day separation period applies; 3) The same covered illness as the first (e.g. two heart attacks) as allowed by the Recurrence Benefit, then a 12 month separation period applies.

**Pre-Existing Condition Limitation.** We will not pay a benefit or any increase in benefits for any critical illness for a pre-existing condition, unless at the time of a positive diagnosis a covered person has been continuously insured under the policy or any prior group plan for 12 months. Pre-existing condition, as used in this limitation, means any critical illness for which medical care is received within the 12 month period prior to the effective date of insurance for a covered person or prior to the effective date of any increase in coverage for a covered person, under the policy or any prior group plan.

**Exclusions.** This insurance does not provide benefits for any loss that results from or is caused by:

- Suicide, attempted suicide or intentionally self-inflicted injury, whether sane or insane
- War or act of war, declared or undeclared
- A covered person's participation in a felony, riot or insurrection
- A covered person's engaging in any illegal occupation
- A covered person's service in the armed forces or units auxiliary to them

**General Limitations.** Benefits under the policy are not payable for any covered illness:

- Diagnosed prior to the effective date of insurance for a covered person (except for newborn children)
- Diagnosed during an applicable benefit separation period
- For which a covered person has already received a benefit payment under the policy, unless the covered illness is included in a recurrence provision
- For which a covered person has already received a benefit payment under the recurrence provision

In addition, benefits are not payable for any critical illness not included as a covered illness in your certificate.

## NOTICES

### THIS POLICY PROVIDES LIMITED BENEFITS FOR SPECIFIED DISEASES ONLY.

This limited benefit plan (1) does not constitute major medical coverage, and (2) does not satisfy the individual mandate of the Affordable Care Act (ACA) because the coverage does not meet the requirements of minimum essential coverage. In NY: This policy provides limited benefits health 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.

Please note: For residents of CA, GA, NJ and NY, since this is a limited benefit health product, persons without comprehensive health benefits from an individual or group health insurance policy or an HMO, or an employer plan providing essential health benefits are not eligible for this insurance. In addition, NY residents covered by another Critical Illness or specified disease plan are not eligible for coverage. For residents of CT, ID, ME, NH, and WV, a person covered by any Title XIX program (Medicaid or any similar name) is not eligible for this insurance.

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This Benefit Highlights document explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this document and the policy, the terms of the policy apply. Benefits are subject to state availability. Policy terms and conditions vary by state. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder.