

**GROUP
BENEFIT
PLAN**

THE COUNTY OF SAN BERNARDINO

Short Term Disability

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
DISABILITY INCOME PROTECTION 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) Disability Income Protection Coverage. This category of coverage is designed to provide, to persons insured, benefits for disabilities resulting from a covered accident or sickness, 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. 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.

Short Term Disability

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A note on capitalization in this benefits booklet:

Capitalization of the first letter of a word or phrase not normally capitalized according to the rules of standard punctuation (Weekly Earnings, for example) indicates a word or phrase that is defined in the DEFINITIONS section, or that refers back to an item found in the Schedule of Benefits.

PS-M-73

INSURER INFORMATION NOTICE

NOTICE REQUIREMENT

IF YOU HAVE A COMPLAINT, AND CONTACTS BETWEEN YOU AND THE INSURER OR AN AGENT OR OTHER REPRESENTATIVE OF THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM, THEN YOU MAY CONTACT:

**STATE OF CALIFORNIA INSURANCE DEPARTMENT
CONSUMER COMMUNICATIONS BUREAU
300 SOUTH STREET, SOUTH TOWER
LOS ANGELES, CA 90013**

1-800-927-HELP

THE HARTFORD'S ADDRESS AND TOLL-FREE NUMBER IS:

**THE HARTFORD GROUP BENEFIT'S DIVISION
POLICYHOLDER SERVICES, P.O. BOX 2999
HARTFORD, CT 06104-2999
TELEPHONE: 1-800-572-9047**



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Hartford, Connecticut
(Herein called Hartford Life)

CERTIFICATE OF INSURANCE

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

This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

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

according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

Richard G. Costello, Secretary

John C. Walters, President

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.

Policyholder: THE COUNTY OF SAN BERNARDINO
Group Insurance Policy: GRH-395199
Plan Effective Date: August 29, 2009

This plan of Short Term Disability Insurance provides You with short term income protection if You become Disabled from a covered injury, sickness, Mental Illness, Substance Abuse or pregnancy. Where used in this contract, the term Disabled or Disability shall mean Total Disability or Partial Disability as defined in the Definitions Section of the Certificate.

Must You contribute toward the cost of coverage?
You do not contribute toward the cost of coverage.

Who is eligible for coverage?

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

Class 1: Exempt Employees of The County of San Bernardino and other Employees or Employee Groups who have been expressly approved for this Plan’s coverage by the County Board of Supervisors working in a regular County position budgeted for 40 hours or more per pay period

Class 2: Represented Employees of The County of San Bernardino working in a regular County position budgeted for 40 hours or more per pay period who are a designated member of one of the following: Craft, Labor and Trades Unit; Professional Unit; Administrative Services Unit; Supervisory Unit; Management Unit; Other Employees or Employee groups who have been expressly approved for this Plan’s coverage by the County Board of Supervisors; Clerical Unit; Technical and Inspection Unit; Attorney Unit; Specialized Peace Officer and Specialized Peace Officer – Supervisory Unit

Full-time Employees: at least 40 hours per pay period

With Respect to Class 1

The **Weekly Benefit** will be the lesser of:

- 55% of Your Weekly Earnings; or
- \$1,367.00,

reduced by Other Income Benefits.

With Respect to Class 2

The **Weekly Benefit** will be the lesser of:

- 55% of Your Weekly Earnings; or
- \$959.00,

reduced by Other Income Benefits.

With Respect to Class 1 and Class 2

The **Minimum Weekly Benefit** will be \$25.

With Respect to Class 1

The **Maximum Duration of Benefits** for a Disability is:

- 180 day (s) if caused by Accident;
- 180 day (s) if caused by Sickness.

With Respect to Class 2

The **Maximum Duration of Benefits** for a Disability is:

- 52 week(s) if caused by Accident;
- 52 week(s) if caused by Sickness.

With Respect to Class 1 and Class 2

Benefits Commence for Disability caused by:

- Accident: on the 8th day of Disability
- Sickness: on the 8th day of Disability

With Respect to Class 1

When will You become eligible? (Eligibility Waiting Period)

If You are working for the Employer prior to the Plan Effective Date and are covered under the Prior Plan, You are eligible for coverage on the later of the Plan Effective Date or the date You enter an eligible class.

If You start working for the Employer after the Policy Effective Date, You will be eligible for coverage on the date on which You complete a waiting period of at least one pay period of continuous service as an Employee.

With Respect to Class 2

When will You become eligible? (Eligibility Waiting Period)

If You are working for the Employer prior to the Plan Effective Date and are covered under the Prior Plan, You are eligible for coverage on the later of the Plan Effective Date or the date You enter an eligible class.

If You start working for the Employer after the Policy Effective Date, You will be eligible for coverage on the date on which You complete a waiting period of at least two pay periods of continuous service, each with a minimum of one-half plus one hour of scheduled hours of paid regular time, paid vacation, paid sick leave, paid administrative leave and/or paid holiday time.

ELIGIBILITY AND ENROLLMENT

Who are Eligible Persons?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

When will You become eligible?

You will become eligible for coverage on either:

1. the Plan Effective Date, if You have completed the Eligibility Waiting Period; or if not
2. the date on which You complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

How do You enroll?

Eligible Persons will be enrolled automatically by the Employer.

WHEN COVERAGE STARTS

When does Your coverage start?

If You are not required to contribute toward the plan's cost, Your coverage will start on the date You become eligible.

DEFERRED EFFECTIVE DATE

Will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?

If You are absent from work due to Your:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date Your insurance or increase in coverage would otherwise have become effective, the effective date of the coverage or increase in coverage will be deferred until You have been Actively at Work for one full work-day.

CHANGES IN COVERAGE

Do coverage amounts change if there is a change in Your class or Your rate of pay?

Your coverage may increase or decrease on the date there is a change in Your class or Weekly Earnings. However, no increase in coverage will be effective unless on that date You:

1. are an Active Full-time Employee; and
2. are not absent from work due to Your being Disabled.

If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Weekly Earnings will become effective until the date we receive notice of the change.

What happens if the Employer changes the Plan?

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, except that the limitations on increases stated in the Deferred Effective Date provision will apply.

BENEFITS

How do benefits become payable for Total Disability?

If, while covered under this Benefit, you become Totally Disabled, and furnish proof to us that you remain Totally Disabled, we will pay the Weekly Benefit shown in the Schedule of Insurance.

The amount of any Weekly Benefit payable shall be reduced by the total amount of Other Income Benefits You receive as described in the Definitions section of this Policy. The amount of Your Weekly Benefit may also be reduced by certain benefits You could reasonably be expected to receive but for which You did not apply as described in the Definitions Section of the Policy. The Weekly Benefit will also be reduced by Your Current Weekly Earnings as described in the Partial Disability section of the Policy.

See the Schedule of Insurance for the Weekly Benefit, the Minimum Weekly Benefit, the Maximum Duration of Benefits, and when Benefits Commence.

No benefits will be payable unless you are under the care of a Physician other than yourself.

Loss of License: Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation alone, does not mean that You are Disabled. However, information relating to Your loss of license supporting Your claim for benefits may be submitted as part of Your proof of Loss.

How is a benefit calculated for a period of less than a week?

If a Weekly Benefit is payable for less than a week, we will pay 1/7 of the Weekly Benefit for each day you were Disabled.

PARTIAL DISABILITY BENEFITS

With respect to Class 1

How are benefits paid for Partial Disability?

If while covered under this benefit, You become Disabled and work on a part-time or limited duty basis because You are Partially Disabled, for the first 180 days of a return to work, We will reduce Your Weekly Benefit by Current Weekly Earnings only to the extent that such earnings when added to the Weekly Benefit payable exceed 100% of Your weekly Pre-disability Earnings.

How are benefits calculated after twelve months of benefits have been paid?

After the first 180 days period of any Partial Disability and for any remaining or additional periods of Partial Disability, Your Weekly Benefit will be calculated as follows:

- 1) Multiply Your Indexed Pre-disability Earnings by the Benefit Percentage;
- 2) Compare the result with the Maximum Benefit; and
- 3) From the lesser amount, deduct Other Income Benefits and 50% of Your Current Weekly Earnings.

The result is Your Weekly Benefit.

Your Weekly Benefit, however, will not be less than the Minimum Weekly Benefit shown in the Schedule of Insurance.

If you are participating in a program of Rehabilitative Employment, your Weekly Benefit will be determined by the Rehabilitative Employment Benefit.

With respect to Class 2

How are benefits paid for Partial Disability?

If while covered under this benefit, You become Disabled and work on a part-time or limited duty basis because You are Partially Disabled, for the first 52 weeks of a return to work, We will reduce Your Weekly Benefit by Current Weekly Earnings only to the extent that such earnings when added to the Weekly Benefit payable exceed 100% of Your weekly Pre-disability Earnings.

How are benefits calculated after twelve months of benefits have been paid?

After the first 52 weeks period of any Partial Disability and for any remaining or additional periods of Partial Disability, Your Weekly Benefit will be calculated as follows:

- 4) Multiply Your Indexed Pre-disability Earnings by the Benefit Percentage;
- 5) Compare the result with the Maximum Benefit; and
- 6) From the lesser amount, deduct Other Income Benefits and 50% of Your Current Weekly Earnings.

The result is Your Weekly Benefit.

Your Weekly Benefit, however, will not be less than the Minimum Weekly Benefit shown in the Schedule of Insurance.

If you are participating in a program of Rehabilitative Employment, your Weekly Benefit will be determined by the Rehabilitative Employment Benefit.

How is a benefit calculated for a period of less than a week?

If a Weekly Benefit is payable for less than a week, we will pay 1/7 of the Weekly Benefit for each day you were Disabled.

When will benefit payments cease?

Benefit payments will stop on the first to occur of:

1. the date you are no longer Disabled;
2. the date you fail to furnish proof that you continue to be Disabled;
3. the date you refuse to be examined, if we require an examination;
4. the last day benefits are payable according to the Maximum Duration of Benefits shown in the Schedule of Insurance; or
5. the date you die.

RECURRENT DISABILITY

What happens to your benefits if you return to work as an Active Full-time Employee and then become Disabled again?

If you return to work as an Active Full-time Employee for 30 consecutive days or more, any recurrence of a disability will be treated as a new Disability with respect to when Benefits Commence and the Maximum Duration of Benefits, as shown in the Schedule of Insurance.

If recurrent periods of Disability are:

1. due to the same or a related cause; and
2. separated by less than 30 consecutive days of work as an Active Full-time Employee,

they will be considered to be the same period of Disability.

MULTIPLE CAUSES

How long will benefits be paid if a period of Disability is extended by another cause?

If a period of Disability is extended by a new cause while weekly benefits are payable, weekly benefits will continue while you remain Disabled, subject to the following:

1. weekly benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
2. the Exclusions will apply to the new cause of Disability.

VOCATIONAL REHABILITATION

What is Vocational Rehabilitation? Vocational Rehabilitation means employment or services that prepare You, if Disabled, to resume gainful work.

Our Vocational Rehabilitative Services include, when appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. work-place modification;
4. prosthesis; or
5. job placement.

REHABILITATIVE EMPLOYMENT

Rehabilitative Employment means employment that is part of a program of Vocational Rehabilitation.

Do earnings from Rehabilitative Employment affect the Weekly Benefit?

If You are Disabled and are engaged in an approved program of Rehabilitative Employment, for the first 12 months that benefits are payable under this provision We will reduce Your Weekly Benefit by Your Current Weekly Earnings only to the extent that such earnings when added to the Weekly Benefit payable exceed 100% of Your weekly Pre-disability Earnings.

After 12 months of benefits have been paid under this provision and for any additional period of Rehabilitative Employment Your Weekly Benefit will be:

1. the amount calculated for Total Disability; but
2. reduced by 50% of the income received from each week of such Rehabilitative Employment.

The sum of Your Weekly Benefit and total income received under this provision may not exceed 100% of Your weekly Indexed Pre-disability Earnings. If this sum exceeds Your weekly Indexed Pre-disability Earnings, the Weekly Benefit paid by us will be reduced proportionately.

EXCLUSIONS

What Disabilities are not covered?

The plan does not cover, and no benefit shall be paid for, any:

1. injury, sickness, Mental Illness, Substance Abuse, or pregnancy not being treated by a Physician or surgeon;
2. Disability caused or contributed to by war or act of war (declared or not);
3. Disability caused by Your commission of or attempt to commit a felony, or to which a contributing cause was Your being engaged in an illegal occupation;
4. Disability caused or contributed to by an intentionally self-inflicted injury;
5. sickness or injury for which temporary Workers' Compensation benefits are paid; or
6. injury sustained as a result of doing any work for pay or profit for another employer.

If You are receiving, or are eligible to receive, benefits for a Disability under a prior plan of disability benefits that:

1. was sponsored by the Employer; and
2. was terminated on the day before the Effective Date of this plan,

then no benefits will be payable for the Disability under this plan.

TERMINATION

When does Your insurance terminate?

Your insurance will terminate on the earliest of:

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures Your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which You make any required premium contribution, if You fail to make any further required contribution;
5. the date on which You cease to be an Active Full-time Employee in an eligible class, including:
 - a) temporary layoff;
 - b) leave of absence; or
 - c) work stoppage (including a strike or lockout); or
 - d) the date Your Employer ceases to be a Participant Employer, if applicable.

May coverage be continued during a family or medical leave?

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, Your Employer may continue Your insurance 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 coverage 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, or the amount of earnings upon which Your benefit may be based, will be that in effect on the day before said leave commenced; and

4. such continuation will cease immediately if one of the following events should occur:
 - a) the leave terminates prior to the agreed upon date;
 - b) the termination of the Group Insurance Policy;
 - c) non-payment of premium when due by the Policyholder or You;
 - d) the Group Insurance Policy no longer insures Your class; or
 - e) the date Your Employer ceases to be a Participant Employer, if applicable.

Does Your insurance continue while You are Disabled and no longer an Active Full-time Employee?

If You are no longer an Active Full-time Employee because You are Disabled, Your Short Term Disability Insurance will be continued:

1. while You remain Disabled;
2. without payment of premium after the date we receive written notice of claim; and
3. until the end of the period for which You are entitled to receive Short Term Disability Benefits.

After Short Term Disability benefit payments have ceased, Your insurance will be reinstated, provided:

1. You return to work for one full day as an Active Full-time Employee in an eligible class;
2. the Group Insurance Policy remains in force; and
3. the required premium is paid.

Do benefits continue if the Group Insurance Policy terminates?

If You are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as You remain Disabled by the same disabling condition; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no affect on our liability under this provision.

GENERAL PROVISIONS

Time limits on Certain Defenses: What happens if facts are misstated?

After three years from the date of issue of this Policy, no misstatement of the employer, except a fraudulent misstatement made in the application shall be used to void the Policy; and after three years from the effective date of the coverage with respect to which any claim is made no misstatement of any employee eligible for coverage under the Policy, except a fraudulent misstatement, made in an application under the Policy shall be used to deny a claim for loss incurred or disability (as defined in the Policy) commencing after expiration of such three years.

Notice of Claim: When should We be notified of a claim?

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to Us at our offices in Hartford, Connecticut, or to any of our authorized agents, with information sufficient to identify the insured, shall be deemed notice to the insurer.

Claim Forms: Are special forms required to file a claim?

We will, upon receipt of written claim notice, furnish to You such forms as are usually furnished by us for filing proof of loss. If such forms are not furnished within 15 days after We receive written notice of claim You shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss: When must proof of loss be given?

Written proof of loss must be furnished to the insurer in case of a claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Physical Examinations and Autopsy: What additional proof of Disability are We entitled to?

At Our own expense, We shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

Payment of Claims: Who gets the benefit payments?

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any indemnity of the policy shall be payable to Your estate or to a person or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$1000.00 to any relative by blood or connection by marriage of such person or beneficiary whom We deem to be equitably entitled thereto. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

Time Payment of Claims: When are payment checks issued?

Indemnities payable under the policy for any loss other than loss for which the policy provides periodic payments will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which the policy provides periodic payment will be paid on a weekly basis and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

What notification will You receive if Your claim is denied?

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

What recourse do You have if Your claim is denied?

On any claim, You or Your representative may appeal to us for a full and fair review. You may:

1. request a review upon written application within 180 days of the claim denial;
2. request copies of all documents, records, and other information relevant to Your claim; and
3. submit written comments, documents, records and other information relating to Your claim.

We will make a decision no more than 45 days after we receive Your appeal unless we determine special circumstances exist that require an extension of time to process the appeal. If Your appeal requires extension, we will make our decision no more than 90 days after we receive Your appeal. The written decision will include specific references to the Policy provisions on which the decision is based.

Legal Action: When can legal action be started?

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

What are our subrogation rights?

If You:

1. suffer a Disability because of the act or omission of a third party;
2. become entitled to and are paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. do not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time,

then we will be subrogated to any rights You may have against the third party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability.

Must You apply for Social Security Disability Benefits?

We may require that You apply for Social Security Disability Benefits if it appears that Your Disability may meet the minimum duration required to qualify for such benefits. If the Social Security Administration denies Your eligibility for any such benefits, You will be required to follow the process established by the Social Security Administration to reconsider the denial and, if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

How will We Determine Your Eligibility for Benefits?

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

- 1) obtain, with Your cooperation and authorization if required by law, only such information that is necessary to evaluate Your claim and decide whether to accept or deny Your claim for benefits. We may obtain this information from Your Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your option and at Your expense, You may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your choice. You should provide Us with all information that You want Us to consider regarding Your claim;
- 2) consider and interpret The Policy and all information obtained by Us and submitted by You that relates to Your claim for benefits and make Our determination Your eligibility for benefits based on that information and in accordance with the Policy and applicable law;
- 3) if We approve Your claim, We will review Our decision to approve Your claim for benefits as often as is reasonably necessary to determine Your continued eligibility for benefits;
- 4) if We deny Your claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with the Policy as described in the provision entitled "What notification will You receive if Your claim is denied?"

In the event We deny Your claim for benefits, in whole or in part, You can appeal the decision to Us. If You choose to appeal Our decision, the process You must follow is set forth in The Policy provision entitled "What recourse do You have if Your claim is denied?" If You do not appeal the decision to Us, then the decision will be Hartford's final decision.

DEFINITIONS

The terms listed will have these meanings:

Active Full-time Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. Such employee must work the number of hours in the Employer's normal work week. This must be at least the number of hours for Full-time Employment shown in the Schedule of Insurance.

Actively at Work

You will be considered to be actively at work with the Employer on a day which is one of the 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 be deemed to be actively at work on a day which is not one of the Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

Current Weekly Earnings means the weekly earnings You receive from work You perform for Your Employer or for another employer with whom You became employed after Your Disability commenced.

Employer means the Policyholder.

Mental Illness means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations or psychological, behavioral or emotional disorders, but excluding demonstrable structural brain damage.

Other Income Benefits mean the amount of any benefit for loss of income, provided to You as a result of the Disability for which You are claiming benefits under this plan. This includes any such benefits that are paid to You or to a third party on Your behalf. This includes the amount of any benefit for loss of income from:

1. the United States Social Security Act, Civil Service Retirement System, the Railroad Retirement Act, the Jones Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that You are eligible to receive because of Your Disability;
2. the Veteran's Administration or any other governmental agency for the same Disability;
3. any governmental law or program that provides disability benefits as a result of Your job with the Employer;
4. the portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings;
5. any temporary disability benefits under a workers' compensation law, occupational disease law, or similar law.

Other Income Benefits also means the amount of any benefit for loss of income, provided to Your family from the United States Social Security Act, The Railroad Retirement Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that Your family is eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will not be required to claim any retirement benefits which You may only get on a reduced basis.

Any general increase in benefits required by law that You are entitled to receive under any Federal Law will not reduce the Short Term Disability Benefit payable for a period of Total Disability that began prior to the date of such increase.

If You are paid Other Income Benefits in a lump sum, We will pro rate the lump sum:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined over a period of 26 weeks.

We may require:

1. Your signed statement identifying all Other Income Benefits; and
2. proof that You and Your family have duly applied for all Other Income Benefits We reasonably believe You or Your family are entitled to or eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will be required to apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You will be required to apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals if such action can reasonably be expected to result in an award.

If You are eligible for benefits under The Canadian Pension Plan, The Quebec Pension Plan, Railroad Retirement Act, or other similar government plan You will be required to apply for such benefits if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits You are eligible to receive with reasonable diligence.

If Your disability was caused by a work injury, You will be required to apply for Workers' Compensation benefits with Your employer if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

If You are eligible for benefits from California State Disability Insurance or disability insurance from another state, You will be required to apply for California State Disability Insurance or disability insurance from another state if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

We will use any reasonable means to estimate the amount of Other Income Benefits payable under the Social Security Administration's Disability Income Program, the Canadian Pension Plan, The Quebec Pension Plan or any similar plan or act if We reasonably believe You or Your family are entitled or eligible to receive them but You or Your family have not applied; or failed to pursue them with reasonable diligence; or You have failed to provide Us with proof that You or Your family have applied for and reasonably pursued these benefits. We will deduct the estimated amount of this benefit from Your Weekly Benefit payable under this plan even if You or Your family are not receiving these benefits.

We will use any reasonable means to estimate the amount of temporary disability benefits payable to You under a workers compensation law or any other occupational disease law or similar act; or the amount of benefits payable to You under any statutory benefit law, plan or act if We reasonably believe You are entitled or eligible to receive them but You have not applied; or failed to pursue them with reasonable diligence; or failed to provide Us with proof that You have applied for and reasonably pursued these benefits. We will deduct the estimated amount of these benefits from Your Weekly Benefit payable under this plan even if You are not receiving these benefits.

Physician means a practitioner of a healing art, which we are required by law to recognize, who is properly licensed, and practicing within the scope of that license.

Prior Plan means the short term disability plan carried by the Employer on the day before the Plan Effective Date.

Partial Disability or Partially Disabled means that You are not Totally Disabled and, while actually working in an occupation, as a result of sickness or injury You are unable to engage with reasonable continuity in that or any other occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life and physical and mental capacity.

Sickness vs. Accident

A Disability shall be deemed to be caused by sickness, and not by accident, if:

1. it is caused or contributed to by:
 - a) any condition, disease or disorder of the body or mind;
 - b) any infection, except a pus-forming infection of an accidental cut or wound;
 - c) hernia of any type unless it is the immediate result of an accidental injury covered by this plan;
 - d) any disease of the heart;
 - e) Mental Illness;
 - f) Substance Abuse;
 - g) pregnancy;
 - h) any medical treatment for items (a) through (g) above; or
2. it is caused directly or indirectly by accident, but commences more than 30 days after the date of the accident.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

Total Disability or Totally Disabled means that as a result of sickness or injury You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue Your usual occupation in the usual or customary way.

Substantial and Material Acts means acts that are normally required for the performance of Your usual occupation and cannot be reasonably omitted or modified.

We, us or our means the Hartford Life and Accident Insurance Company.

Weekly Earnings means your usual weekly rate of pay from the Employer, not counting:

1. commissions;
2. bonuses;
3. overtime pay; or
4. any other fringe benefit or extra compensation.

If you become Disabled, your Weekly Earnings will be the rate in effect on your last day as an Active Full-time Employee before becoming Totally Disabled.

You or **your** means the insured person to whom this Booklet-certificate is issued.

**The Plan Described in this Booklet
is Insured by the**

Hartford Life and Accident Insurance Company
Hartford, Connecticut

Member of The Hartford Insurance Group