

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 insurance carrier for the policy is:

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

The Claims Administrator for the policy is:

**WebTPA
P.O. Box 99906
Grapevine, TX 76099
1-866-547-4205**

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.

We are providing notice that Hartford Life and Accident Insurance Company is subject to economic and trade sanctions laws and regulations. These laws and regulations, including the laws and regulations administered and enforced by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), prevent Hartford Life and Accident from providing coverage to, and from paying benefits to, entities and individuals where prohibited by applicable law. In addition, these laws and regulations prohibit certain activities with respect to certain countries.

We have included this information to make you aware of the existence and potential impact of these economic and trade sanctions programs on your benefit program.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

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 of the Certificate, 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. **NOTICE:** You have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:
Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202

California:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section does not apply to You. The following requirement applies to You:

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. Reference to fraud in the **Statements** provision, located in the **General Provisions** section, is not applicable.
2. The **Spouse** definition also includes any individual who is a partner to a civil union, a registered domestic partnership, or other relationship allowed by state law.
3. The **Payment of Claims** provision will always include the following:

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, the Covered Person is entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and entitled to a trial by jury.

4. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Florida:

The benefits under the Policy providing Your coverage are governed primarily by the laws of a state other than Florida, unless the issue state is Florida. Please contact the Policyholder with any questions.

Idaho:

1. **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. You may file a consumer complaint online at the Illinois Department of Insurance's website or by mail. The Department maintains a Consumer Division in Chicago at 115 S. LaSalle Street, 13th Floor, Chicago, Illinois 60603; and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

This notice is to advise you that should any complaints arise regarding this insurance, you may contact the following:

Illinois Department of Insurance
320 W. Washington Street
Springfield, Illinois 62767-0001

Illinois Department of Insurance
115 S. LaSalle Street
13th Floor
Chicago, Illinois 60603

Consumer Complaints: DOI.Complaints@illinois.gov; toll-free: 1(866) 445-5364

Officer of Consumer Health Insurance: DOI.Complaints@illinois.gov; toll-free: 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.

Indiana:

1. **For Your Questions and Complaints:**
Public Information/Market Conduct
Indiana Department of Insurance
311 W. Washington St. Suite 300
Indianapolis, IN 46204-2787
1(317) 232-2395
2. The term CONTRACT is replaced with CERTIFICATE in Medicare Supplement **NOTICE** found on the first page of the Certificate.

Kansas:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section, does not apply to you. The following requirement applies to you:

Policy Interpretation: Pursuant to the Employee Retirement Income Security Act of 1974, as amended

(ERISA), Your Employer 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 **Reinstatement after Military Service** provision, if not shown in the **Continuation Provisions** section, applies to you:

Reinstatement after Military Service: If:

- (a) Your coverage terminates because You enter active military service; and
- (b) You are rehired within 12 months of the date You return from active military service

then coverage for You may be reinstated, provided You request such reinstatement within 30 days of the date You return to work.

The reinstated coverage will:

- (a) be the same coverage amounts in force on the date coverage terminated; and
- (b) not be subject to any Waiting Period for Coverage; and
- (c) be subject to all the terms and provisions of the Policy.

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.

Michigan:

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

Minnesota:

1. **Notice of Claim**, as shown in the **Claim Provisions** section, should be sent to:
The Hartford Supplemental Insurance Benefit Department
P.O. Box 99906
Grapevine, TX 76099.
2. Payment of claim will occur immediately after Our receipt of due written Proof of Loss, regardless of what is stated in the **Time of Payment of Claims**, located in the **Claim Provisions** section of the certificate.

Missouri:

1. The term CONTRACT is replaced with CERTIFICATE in the Medicare Supplement **NOTICE** found on the first page of the Certificate.

Montana:

1. The definition of **Physician** in the **Definitions** section will include the following freedom of choice language:
You have full freedom of choice in the selection of any health care provider for the treatment of any injury related to an Accident within the scope and limitations of his or her practice, including a licensed physician, physician assistant, dentist, osteopath, chiropractor, optometrist, podiatrist, psychologist, licensed social worker, licensed professional counselor, licensed marriage and family therapist, acupuncturist, naturopathic physician, physical therapist or advanced practice registered nurse.

New Hampshire:

1. Reference to fraud in the **Statements** provision located in the **General Provisions** section, is not applicable.
2. If it is not reasonably possible to give proof during the time period referenced in the **Proof of Loss** provision, located in the **Claim Provisions** section, then proof must be provided as soon as reasonably possible.
3. Coverage terminates at age 26 for Dependent Child(ren) who are not handicapped or disabled.
4. 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.

5. Felonious driving due to intoxication is excluded from benefit payment when "while driving due to intoxication" is referenced in the **Exclusions** provision.
6. **Notice: Right to Return This Certificate** - If, for any reason, you are not satisfied with this Certificate, you can return it to us at Our Home Office within 30 days after you receive it. At that time, you should ask us in writing to cancel it. We will consider this Certificate as if it never existed. Any premium paid will be refunded.
7. **Notice: This Policy does not insure against loss resulting from sickness.**
8. Termination of coverage will not affect benefits otherwise payable for a claim incurred while the Policy is in force.
9. The following **Extension of Coverage while Disabled** provision is added to the **Continuation Provisions** section of the Certificate:

Extension of Coverage while Disabled

If You are Disabled when coverage would otherwise terminate because:

- (a) You are no longer eligible for insurance or are no longer in an Eligible Class; or
- (b) the Policy terminated;

coverage will be extended for 90 days after it would otherwise terminate, while Disability continues.

The following definitions apply to this provision:

Disabled, Disability means that a significant change in Your mental or physical functional capacity has occurred, as a result of which during the initial 12 months of continuous disability You are:

- (a) unable to perform the Material Duties of Your Regular Occupation; and/or
- (b) receiving disability benefits through a disability insurance plan (or equivalent) sponsored by the Policyholder.

Thereafter, You must be continuously unable to perform the Material Duties of any occupation for which You are or may reasonably become qualified based on education, training or experience. At all times while disabled, You must be under the care of a Physician or Medical Professional.

Material Duties means the essential functions, operations and tasks relating to an occupation, as it is normally performed in the general labor market in the United States economy that cannot be reasonably modified or omitted.

Regular Occupation means the occupation You routinely perform at the time Your Disability begins. Your regular occupation is:

- (a) not limited to Your specific position with the Policyholder; and
- (b) is inclusive of any similar position or activity based on job descriptions included in the most recent edition of the United States Department of Labor Dictionary of Occupational Titles (or equivalent source), as normally performed in the United States economy (not specific to any employer, location, area or region).

10. **Notice:** **This is a Limited Policy - Read it Carefully**
11. **Notice:** This is an ancillary health certificate. This certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.
12. The following sentence is added to the 2nd paragraph of the **Entire Contract Changes** provision located in the **General Provisions** section: No agent has authority to change the Policy or this Certificate or to waive any of its provisions.

New Mexico:

1. Coverage terminates at age 26 for Dependent Child(ren) who are not handicapped or disabled.
2. Benefits paid on behalf of a Covered Person under this certificate shall be paid to the Human Services Department when:
 - (a) the Human Services Department has paid or is paying benefits on behalf of the Covered Person under the state's Medicaid program pursuant to Title XIX of the federal Social Security Act, 42 U.S.C. 1396, et seq.; or
 - (b) payment for the services in question has been made by the Human Services Department to the Medicaid provider; and
 - (c) We are notified that the Covered Person receives benefits under the Medicaid program and that benefits must be paid directly to the Human Services Department.
3. If You are covered under a Non-ERISA policy issued outside of New Mexico with a certificate effective date of January 1, 2019 or later, these additional requirements apply to you:
 - A. Benefits payable under this Certificate will be paid immediately after Our receipt of due written **Proof of**

Loss. If a claim is paid more than 45 days from receipt of required **Proof of Loss**, You are entitled to interest on that amount at the rate of 1 1/2 times the prime lending rate, as determined by the superintendent, for New Mexico banks per year during the period the claim is unpaid.

- B. **Legal Actions** may not start until 60 days after proof of loss is given or more than 3 years after the time proof of loss is required to be given.
- C. **Physician** means a person who is:
 - a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of healing art recognized by New Mexico law;
 - b. licensed to practice in the jurisdiction where care is being given;
 - c. operating within the scope of his or her license; and
 - d. not the Covered Person or a Family Member.

You have full freedom of choice in the selection of a Hospital for care or of a practitioner of the healing arts or optometrist, psychologist, podiatrist, physician assistant, certified nurse-midwife, registered lay midwife or registered nurse in expanded practice for the treatment of any Injury related to an Accident within the scope and limitations of his or her practice.

- D. If an unmarried child is age 26 or older and is:
 - a. incapable of self-sustaining employment because of an intellectual disability or physical handicap;
 - b. chiefly dependent on You for financial support;and You have provided proof of his/her disability upon Our request, that child will continue to be a **Dependent Child** until these conditions cease to exist. We may request that proof of such incapacity and dependency is furnished to Us within 31 days of the child's attainment age 26 and subsequently as may be required by Us, but not more frequently than annually after the 2 year period following the child's attainment age of 26.

E. **Newborn and Newly Adopted Child Coverage:**

If, while covered under the Policy, You:

- a. have a newborn child;
- b. adopt a child;
- c. receive a stepchild; or
- d. become the legal guardian of a child;

the child will become covered under the Policy for 31 days after the date the child becomes eligible. Benefits and amounts will be the minimum amount for those We are providing for Dependent Child(ren) under the Policy at that time.

Coverage of the new child will cease after 31 days from the date the child became eligible unless You:

- a. enroll the new child prior to the expiration of the 31 days; and
- b. pay the additional required premium.

- F. 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 to be eligible for **Dependent** coverage.
- G. After a **Covered Person** has been insured under the Policy for 2 years during his or her lifetime, no statement made by a Covered Person, except fraudulent misstatements, will be used to reduce or deny a claim beginning after the 2 year period.

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. **Notice of Claim**, as shown in the **Claim Provisions** section, should be sent to:
The Hartford Supplemental Insurance Benefit Department
P.O. Box 99906
Grapevine, TX 76099.
- 2. Payment of claim will occur immediately after Our receipt of due written Proof of Loss, regardless of what is stated in the **Time of Payment of Claims**, located in the **Claim Provisions** section of the certificate.
- 3. **Proof of Loss**, as shown in the **Claim Provisions** section, must be provided within 180 days from the date of loss.
- 4. Reference to fraud in **Time Limit on Certain Defenses** provision, located 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 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 following continuation requirement applies to you:
Family Military Leave of Absence: If Your spouse or child enters active full-time military service outside of the continental United States, Hawaii, Puerto Rico or Alaska, and You:
 - a) have been employed with the same employer for at least two years; and
 - b) have completed 1,250 hours of service during a 12 month period immediately prior to the date Military Leave of Absence would begin; and
 - c) have exhausted all the other time made available to You by Your Employer except sick time and short term disability;then Your coverage may be continued for up to 30 days. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

To elect a Family Military Leave of Absence, You must notify Your Employer at least 14 days prior to the date the leave would begin if the leave would consist of five or more consecutive work days. For a leave of less than five days, the Employee should give notice as soon as reasonable possible.

South Dakota:

1. The definition of **Physician** will include a Family Member if such person is the only doctor in the area acting within the scope of practice.

Texas:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. **NOTICE:**

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Hartford Life and Accident Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Service at 860-547-5000

Toll-free: 1-800-523-2233

Online: <https://www.thehartford.com/contact-the-hartford>

Email: GBD.Customerservice@hartfordlife.com

Mail: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Hartford Life and Accident Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: servicio al cliente al 860-547-5000

Teléfono gratuito: 1-800-523-2233

En línea: <https://www.thehartford.com/contact-the-hartford>

Correo electrónico: GBD.Customerservice@hartfordlife.com

Dirección postal: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 12030, Austin, TX 78711-2030

Virginia:

- For Your Questions and Complaints:**
State Corporation Commission
Life and Health Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
1(804) 371-9691 (inside Virginia)
1(877) 310-6560 (outside Virginia)

Washington:

- Accident Benefits and Accidental Death and Dismemberment Benefits** or covered expenses incurred because of an accidental injury shall be paid if the covered death occurs, or the covered services are incurred, within one year of the accident.

Wisconsin:

- 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 (within Wisconsin)
1(608) 266-0103 (outside of Wisconsin)