



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

**Policyholder: Laborers' International Union  
of North America**

**Policy Number: 59-ADD-S01211**

**Policy Effective Date: January 1, 2000**

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*

Thomas M. Marra, *President*

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## SCHEDULE

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### **Eligible Persons:**

All active dues paying members of the Participating Locals of the Policyholder.

### **Principal Sum**

\$20,000

**Eligible Dependents:** None

**Policy Age Limit:** None

**Accidental Death and Dismemberment Reduction on and after Age 70:** On the Premium Due Date on or next following your attainment of ages 70, 75, 80, and 85, your amount of Principal Sum will reduce. The reduced amount will be determined by multiplying the Amount of Principal Sum shown in the Schedule and applicable to you by the percentage shown below for your attained age:

<b>Insured Person's Age</b>	<b>Percentage of Principal Sum</b>
Age 70 - 74	70%
Age 75 - 79	45%
Age 80 - 84	30%
Age 85 or over	15%

If you are age 70 or over you will not be eligible for a Principal Sum Amount that is more than the Percentage of Principal Sum shown above for your attained age.

### **Education Benefit**

Maximum Amount: \$600

Percentage of Principal Sum: 3%

Minimum Amount: \$300

### **Conversion Privilege Benefit**

Conversion Limit: \$150,000

### **Seat Belt Coverage**

Seat Belt Benefit Amount: 10% of Principal Sum to a maximum amount of \$2,000

### **Adaptive Home and Vehicle Benefit**

Maximum Amount: \$600

Percentage of Principal Sum: 3%

## 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.

**Injury** means bodily injury resulting directly from accident and independently of all other causes which occurs while you are 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:** Your coverage becomes effective on the later of:

- a) the Policy Effective Date; or
- b) the date you become eligible.

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

- a) the date the policy is terminated; or
- b) the date you:
  - 1) cease to be an Eligible Person; or
  - 2) attain the Policy Age Limit, if any, shown in the Schedule.

## 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 while operating a motor vehicle while legally intoxicated from the use of alcohol.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If a your 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 shown in the Schedule.

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 the 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 you were an occupant at the time of the accident; and
- b) the policy would have covered injury resulting from the accident.

## **DISAPPEARANCE**

You will be presumed to have suffered loss of life if:

- a) your body has not been found within one year after the disappearance of a conveyance in which you were 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 COVERAGE

If your Injury results in a covered Loss while:

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

a duly registered Automobile, and while wearing a Seat Belt at the time of Accident as verified on the police report, then the amount of the Principal Sum will be increased by the Seat Belt Benefit Amount stated in the Schedule.

**Accident**, for the purposes of Seat Belt Coverage, means the unintentional collision of an Automobile during which you are wearing a Seat Belt.

**Automobile** means a four-wheeled, private passenger car, station wagon, van or jeep-type 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 belt, lap restraint, or shoulder restraint installed by the manufacturer of the Automobile.

**Exclusions:** This Seat Belt Coverage does not cover any loss if you:

- a) are 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) are operating the Automobile.

## EDUCATION BENEFIT

If a Principal Sum is payable under the Accidental Death and Dismemberment Benefit because of your death, we will pay an Education benefit to each student.

A Student is your Eligible Child for whom we receive proof that he or she:

- a) is a full-time post-high school student in a school for higher learning on the date of your death; or
- b) became a full-time post-high school student in a school for higher learning within 365 days after your death and was a student in the 12th grade on the date of your 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.

The Education Benefit is an amount equal to the lesser of:

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

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

The Education Benefit is payable to each person:

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

we receive 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; and
- b) no person qualifies as a Student;

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



**EDUCATION BENEFIT**  
**(Continued)**

**Child** means your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is:

- a) less than age 19 and primarily dependent on you for support and maintenance; or
- b) at least age 19 but less than age 23 who:
  - 1) regularly attends an institution of learning; and
  - 2) is primarily dependent on you for support and maintenance.

The Maximum Amount, Percent, and Minimum Amount are shown in the Schedule. The Principal Sum is determined in the Schedule.

## CONVERSION PRIVILEGE

If you cease to be covered under the policy because you cease to be eligible for coverage and:

- a) the policy has not terminated; and
- b) you have not failed to pay any required premium;

you have a conversion privilege as provided below.

The conversion right allows you to request coverage under a conversion policy from the Insurer, without giving medical evidence of insurability, to cover yourself but not your dependents.

**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.

You 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 you 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 yourself which will be:
  - 1) the amount of your 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 of \$150,000.00, if you are under age 70;
  - 2) \$25,000.00, if you are age 70 or older but less than age 75; or
  - 3) \$12,500.00, if you are age 75 or older;
- h) will have premiums based on the Insurer's rates in effect for new applicants of your class and age at conversion.

The policy, as used on this page, means the group policy under which you are covered.

## ADAPTIVE HOME AND VEHICLE BENEFIT

If your Injury results in a covered loss, except for loss of Life, and a benefit is payable under the Accidental Death and Dismemberment Benefit, we will pay the lesser of:

- a) a percentage of your Principal Sum;
- b) the actual cost; or
- c) the Maximum Amount;

for the one-time cost of alterations incurred within two years from the date of your accident:

- a) principal residence; and/or
- b) private automobile;

to make the residence accessible or the private automobile drivable or rideable for you.

The benefit will be payable only if:

- a) such home alterations are:
  - i) made by a person or persons with experience in such alterations; and
  - ii) recommended by a recognized organization associated with the Injury;
- b) such vehicle modifications are:
  - i) carried out by a person or persons with experience in such matters; and
  - ii) approved by the Motor Vehicle Department.

**Private Automobile** means a four wheeled, private passenger car, station wagon, pick-up truck, van or jeep-type automobile 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.

The Percentage of Principal Sum and the Maximum Amount are stated in the Schedule.

## 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 life:

- a) according to the beneficiary designation in effect under the policy at the time of death; otherwise
- b) to your estate.

All other benefits due and not assigned will be paid to you, if living. Otherwise, the benefits may, at our option, be paid according to the beneficiary designation, or to your estate.

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 or for any claim that the claim department determines is more appropriately adjudicated through the issuance of a lump sum payment.

We will be relieved of further responsibility to the extent of any payment made in good faith.

**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.

## **CALIFORNIA COMPLAINT NOTICE**

WHENEVER THE HARTFORD OR ITS AGENT HAS BEEN UNABLE TO RESOLVE A CONSUMER COMPLAINT AFFECTING THE POLICY OR CERTIFICATE, THE STATE AGENCY LISTED BELOW MAY BE CONTACTED TO ASSIST THE COMPLAINANT IN PURSUING A RESOLUTION OF THE COMPLAINT:

CALIFORNIA DEPARTMENT OF INSURANCE,  
CONSUMER SERVICES DIVISION  
200 SOUTH SPRING STREET  
LOS ANGELES, CA 90013  
TOLL FREE TELEPHONE: (800) 927-4357

**PA-8292-1**

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