

# Long Term Disability Insurance Plan for Middlesex County Bar Association Members

## Monthly Benefit Amount

You may apply for up to \$10,000 per month (in \$100 increments). If you become Totally Disabled as the result of an Injury or Sickness while covered under the Policy, we will pay the Monthly Benefit Amount due for the period of Total Disability.

## Evidence of Insurability

Acceptance into this plan is subject to medical evidence of insurability as determined by The Hartford<sup>1</sup>. Depending on your age, the amount of coverage you request, and your answers on the application, a medical examination, medical test(s), or other evidence of good health may be required. Any exams or tests requested by the company will be conducted at your convenience and at no expense to you.

## Effective Date of Coverage

Your coverage becomes effective the first of the month following the approval of your application form and receipt of the first premium payment. If you are to become covered under the Policy, or covered for increased benefits under the Policy, and are not actively-at-work on that date, coverage will not begin until the first day of the month on or next following the date you are actively-at-work.

## Renewability

Your coverage will remain in force as long as the Association participates and the Master policy remains in force; you pay your premiums when due, remain an active Association member, are under age 70, and remain actively-at-work (except due to disability covered by this policy).

## Examples of Quarterly Premiums

Attained Age	Rate per \$100	\$2,500 of Coverage	\$5,000 of Coverage	\$10,000 of Coverage
Under 30	\$2.20	\$55.00	\$110.00	\$220.00
30-34	\$2.90	\$72.50	\$145.00	\$290.00
35-39	\$2.90	\$72.50	\$145.00	\$290.00
40-44	\$4.85	\$121.25	\$242.50	\$485.00
45-49	\$4.85	\$121.25	\$242.50	\$485.00
50-54	\$7.95	\$198.75	\$397.50	\$795.00
55-59	\$7.95	\$198.75	\$397.50	\$795.00
60-64*	\$8.00	\$200.00	\$400.00	\$800.00
65-69*	\$9.10	\$227.50	\$455.00	\$910.00

### \*Renewal Only

Calculate your premium by using the \$100 Example for your age. (i.e. for \$900 monthly benefit multiply the Rate per \$100 by 9). These rates reflect a 90 day waiting period. For information concerning 30, 60, or 180 Day waiting periods, contact ISI New England at 1-888-ISI-1959. Rates and/or coverage may be changed on a class basis. Rates are based on the attained age of the insured person and increase as you enter each new age category.

**Reduction at age 65:** Your Monthly Benefit will be the monthly benefit of this certificate or \$2,200, whichever is the lesser on the renewal date that occurs on or next following your 65th birthday. The reduction does not affect any claim originating prior to such renewal date. Your premium will be adjusted accordingly.

## Eligibility

You are eligible to apply for the Long Term Disability Income Plan if you are under age 60, an active Association member residing in the U.S., and are actively-at-work (at least 24 hours per week) at the time you apply.

## Benefit Duration

The Plan provides a monthly benefit for Total Disability to age 65. For a Total Disability that begins before age 63, a monthly benefit will be paid until you attain age 65. For a Total Disability that begins at age 63 or older, but before age 70, a monthly benefit will be paid for up to 2 years.

However, if your monthly benefit amount would reduce to less than \$50.00 due to Other Income Benefits, the monthly benefit amount will not be less than \$50.00.

Other Income Benefits are any additional benefit(s) for loss of income as a result of the period of Disability for which you are claiming benefits under this plan, provided to you or your family or to a third party on your behalf.

## Waiting Periods

You can save premiums by choosing a longer waiting period. Depending on your financial obligations, you may choose a 30, 60, 90 or 180 day waiting period.

## Waiver of Premium

We will waive the premium which becomes due for your coverage while you are Totally Disabled during the period that begins after you have been Totally Disabled for a period of 6 months; and ends when the Total Disability Benefit is no longer payable.

## Rehabilitative Employment Benefit

If, while you are disabled you accept rehabilitative employment, this plan will pay a monthly benefit amount equal to your monthly benefit amount less 50% of any income received from the rehabilitative employment and may not exceed 100% of your Basic Monthly Pay. A review of your disability status may be performed every six months.

## Partial Disability Benefits

Partial Disability Benefits are available for a disability that is caused by the same injury or sickness that caused the Total Disability that immediately preceded the Partial Disability; continues while you are performing at least one of the material duties of your own occupation on either a full-time or part-time basis; causes a loss of earnings of at least 20% (and less than 80%); and requires the regular care of a Physician.

The partial disability benefit amount is determined using your monthly earnings and other income benefits as described in the Certificate of Insurance. Benefit payments for a partial disability will cease on the first to occur: the date your monthly earnings, while you are partially disabled, exceed 80% of your basic monthly pay; or the date you are eligible for benefits under the Total Disability benefit due to the same or related causes; or the date you return to work in an occupation other than your own.

## Drugs, Alcohol, Mental or Nervous Disorders

If you are Totally Disabled due to Mental or Nervous Disorders, alcoholism or drug abuse, the Maximum Payment Period will be reduced to 2 years during your lifetime unless you are confined in a hospital or other institution licensed to provide care and treatment for that disability.

Please turn over for additional information ⇨

## Basic Monthly Pay

If you are not self-employed, Basic Monthly Pay means, your regular monthly rate of pay including commissions, but not including bonuses, overtime or any other fringe benefit or extra compensation, in effect on the last day of Active employment prior to becoming Disabled.

If you are self-employed, Basic Monthly Pay means your net monthly income (gross revenue less business expenses) from the personal practice of your profession or personal conduct of your main business. This average is based on net income for the twelve months, or 24 months, whichever produces the higher average, before the last day of Active employment prior to becoming Disabled. If you have been self-employed for less than 12 months, it is based on the whole time you were self-employed, prior to becoming Disabled. If your practice is incorporated, earned income does not include investment returns, rents, royalties, and the like income which is not directly produced from your current work.

## Exclusions and Limitations

**General Exclusions:** This policy does not cover: intentionally self-inflicted Injury, suicide or attempted suicide, while sane or insane; pregnancy or childbirth, except Complications of Pregnancy; war or act of war, whether declared or not; any Injury sustained while riding on, boarding or alighting from, any aircraft: a) as a pilot, crew member or student pilot; b) operated by any military authority (land, sea or air), unless it is a Military Transport Aircraft used for transport and operated by the United States Military Air Mobility Command (AMC) or an AMC type service of a national government recognized by the United States; or c) being used for tests, experimental purposes, stunt flying, racing or endurance tests; the commission or attempted commission of a felony by you; Sickness contracted or Injury sustained while on full-time active duty as a member of the Armed Forces (land, water, air) of any country or international authority.

**Pre-Existing Condition Limitation:** During the first two years of coverage, losses incurred for Pre-Existing Conditions are not covered. A Pre-Existing Condition means any injury or sickness including pregnancy; diagnosed or undiagnosed, for which you have received medical care within the 12-month period prior to your coverage effective date or the date of an increase in coverage. During that time, benefits for all other accidents or illnesses will be paid under the policy provisions. You are urged to consider this limitation before dropping any coverage you may have until the waiting period is over.

**Successive Periods of Disability:** Periods of Disability due to the same or related medical causes; and separated by less than 6 months during which you are actively-at-work will be considered one Period of Disability.

**Concurrent Disabilities:** Benefits during any period of disability as the result of: more than one sickness; or more than one accident; or both sickness and accident will be considered the same as if the disability resulted from only one cause.

You are not entitled to receive Total Disability Benefits for two disabilities at one and the same time.

*This brochure explains the general purpose of the insurance described, but in no way changes or affects the Master Policy AGP-5315 as actually issued. In the event of a discrepancy between this brochure and the policy, the terms of the policy apply. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the Hartford Life and Accident Insurance Company detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in full or discontinued. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy issued to the policyholder. This program may vary and may not be available to residents of all states.*  
Policy Form # SRP-1311 A (HLA) (5315)

## Total Disability Definition

Total Disability means disability which during the waiting period and the first 60 months during which Total Disability Benefits are payable, wholly and continuously prevents you from performing the substantial and material duties of your usual occupation; and after that, wholly and continuously prevents you from engaging in any and every occupation or employment for which you are reasonably suited by training, education, or experience. If you are a physician, dentist or attorney, "own occupation" means your speciality in the practice of medicine, dentistry or law. The period of Total Disability must require the regular care of a physician.

## Notice of Insurance Information Practices

Your application is our major source of information. However, The Hartford may also collect or verify information by contacting individuals or organizations which have information or records about you or others to be insured.

Information regarding your insurability will be treated as confidential. Such information will not be disclosed to others without your authorization, except to the extent necessary for the conduct of our business. The Hartford or its reinsurer(s) may, however, make a brief report thereon to the Medical Information Bureau, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another Bureau member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, the Bureau, upon request, will supply such company with the information in its file.

Upon receipt from you, the Bureau will arrange disclosure of any information it may have in your file within 15 days. Medical information will be disclosed only to your attending physician. If you question the accuracy of information in the Bureau's file, you may contact the Bureau and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of the Bureau's information office is MIB, Inc., P.O. Box 105, Essex Station, Boston, MA 02112; telephone number 1-866-692-6901 (TTY 1-866-346-3642 for hearing impaired).

The Hartford or its reinsurer(s) may also release information in your file to other insurance companies to which you may apply for life or health insurance, or to which a claim for benefits may be submitted.

Upon written request, The Hartford will provide you with information in your file. Medical information will be disclosed only through a physician you designate. Details regarding your right to correct or amend information in your file will be furnished upon written request.

If you would like further details, contact:

The Hartford  
Attn. Group Benefits Department  
P.O. Box 2999  
Hartford, CT 06104-2999

### Underwritten By:

Hartford Life and Accident Insurance Company  
Simsbury, CT • 06089



<sup>1</sup>The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including the issuing company of Hartford Life and Accident Insurance Company.

### Plan Administered By:

 **ISI NEW ENGLAND**  
a division of  
**INSURANCE SPECIALISTS, INC.**  
EST. 1959

Administrative Center • 305 Carteret Street • Beaufort, South Carolina 29902

**ISI Direct:** 1-888-ISI-1959  
**Fax:** 843-525-9992

# Optional Benefits

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## Cost-of-Living Adjustment Benefit

With this option, if you have been Totally Disabled for 12 consecutive months, then we will increase the Monthly Benefit Amount in accordance with the Cost of Living Formula described below. The Cost of Living Adjustment will be made each year on January 1st.

To determine the Cost of Living Adjustment: multiply the Monthly Benefit Amount payable under the Accident and Sickness Total Disability Benefit by 6% and add the resulting amount to the Monthly Benefit Amount. The Cost-of-Living Adjustment will terminate on the earliest to occur of: the date you cease to be Totally Disabled; the date you have received five adjustments.

Attained Age	90 Day Waiting Period <i>Quarterly Rates per \$100/monthly</i>
Under 30	2.79
30-34	3.68
35-39	4.06
40-44	6.16
45-49	6.60
50-54	10.10
55-59	10.79
60-64*	11.11
65-69*	11.56

## Guaranteed Purchase Benefit

This option gives you the ability to increase your monthly disability benefit without evidence of insurability. You can increase it by 25% of the original amount on the second, fourth, sixth, and eighth anniversaries of the effective date up to the limits of the group. To qualify for this option you must: be under age 40 at the time of your application, select this benefit option at the time of your application; you do not decline an increase on any option date; and you provide a written application 30 days prior to each option date.

The Premium rate for this rider is 4% of the sum of the following premium rates:

- Base Coverage
- Residual Disability (if such a rider is included)
- Cost of Living Adjustment (if such a rider is included)