

**Group Voluntary  
Accidental Death and  
Dismemberment Insurance**

Designed for Employees of

**St. John Fisher College**



**HARTFORD LIFE INSURANCE COMPANY**

Simsbury, Connecticut  
(A stock insurance company)

Having issued Group Policy No. 83091269

to

**St. John Fisher College**

(herein called the Holder)

**CERTIFICATE OF INSURANCE**

CNA Group Life Assurance Company hereby certifies that You are insured under the Policy provided that You qualify under the Eligibility and Enrollment provision, become insured and remain insured in accordance with the

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# **SCHEDULE OF BENEFITS**

Effective as of: November 1, 2008

Holder: St. John Fisher College

Policy Number: SR-83091269

Policy Effective Date: March 1, 2005

Eligible Class: All individuals in the following class are eligible for insurance:

1

All active, full-time Employees of the Holder working in the United States of America.

Full-time means Actively Working an least an average of 35 hours per week for the Holder or ¼ teaching load for those participating in the Holder's Bridge to Retirement program. All part-time, temporary, seasonal or retired employees of the Holder are not eligible.

If school is not in session, full-time means you were actively working at least your Full-time requirement as described above that was in place during the prior school year and you would be able to report to work and perform the Material and Substantial Duties of your Regular Occupation as if school were in session. If you are not disabled, as defined in this contract, you must return to Active Work, on the first scheduled day following the break in the school calendar to avoid an interruption in coverage.

Waiting Period:

- If You are in a class eligible for insurance on or before the Policy Effective Date – No Waiting Period
- If You enter a class eligible for insurance after the Policy Effective Date – 1<sup>st</sup> of the month coincident with or next following date of hire

Waiver of Premium

Elimination Period:

12 Months

## **YOUR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Amount of Principal Sum:

Minimum of \$10,000 to a maximum of \$500,000 in multiples of \$10,000. Principal Sums in excess of \$150,000 may not exceed 10 times Your Basic Annual Salary.

Basic Annual Salary

means the annual wage or salary paid to You each year by the Holder. It includes:

- 1) Your contributions made through a salary reduction agreement with the Holder to an IRC Section 401(k), 403(b), 501(c)(3), 457 deferred compensation plan, or any other qualified or non-qualified employee Retirement Plan or deferred compensation arrangement; and
- 2) amounts contributed to Your fringe benefits according to a salary reduction arrangement under an IRC Section 125 plan.

It does not include:

- 1) commissions;
- 2) bonuses;
- 3) overtime pay;
- 4) the Holder's contribution on Your behalf to a Retirement Plan or deferred compensation arrangement; or any other extra compensation.
- 5) Chair and Overload Stipends

<b><i>ADEA Reduction:</i></b>	<u>AGE ON DATE OF LOSS</u>	<u>AMOUNT OF PRINCIPAL SUM</u>
	Age 69 or younger	100%
	70-74	65%
	75-79	45%
	80-84	30%
	85 and older	15%

# **YOUR DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

## **Employee and Family Insurance**

### **Eligible Dependents**

### **Amount of Dependent Principal Sum**

Your lawful spouse.....

60% of Your original Principal Sum if there are no insured Dependent children covered at the time of the Accident; or 50% of Your original Principal Sum if there are insured Dependent children covered at the time of the Accident

Your unmarried Dependent Child who is 19 years of age or younger and who is dependent upon You for support and maintenance .....

15% of Your original Principal Sum if there is no insured spouse at the time of the Accident; or 10% of Your original Principal Sum if there is an insured spouse at the time of the Accident

Child coverage may be extended for Your unmarried Dependent Child\*\* from age 20 up to age 25 if Your Child is:

- 1) attending an accredited school full-time; and
- 2) financially dependent upon You for support.

\*\*If such Dependent Child takes a medical leave of absence from school, his coverage under the Policy will be extended for 12 months from the date the Dependent Child last attended school. However, such extension will not continue the Dependent Child's coverage beyond the date his coverage would have otherwise ended due to his age.

We must receive written documentation from the Child's attending Doctor as to the medical necessity of such leave of absence.

The premium charged for the extended coverage will be the same premium as charged while the Dependent Child is enrolled as a full-time student.

## **ADDITIONAL BENEFITS**

The following additional benefits are included:

- Common Disaster Benefit
- Education Benefit
- Seatbelt and Air Bag Benefit
- Waiver of Premium

**IMPORTANT: THIS IS A PART OF YOUR CERTIFICATE OF INSURANCE. IT IS EVIDENCE OF YOUR COVERAGE AND SHOULD BE ATTACHED TO YOUR CERTIFICATE OF INSURANCE. THIS SCHEDULE OF BENEFITS REPLACES AND CANCELS ALL OTHER SCHEDULE OF BENEFITS, IF ANY, ISSUED TO YOU UNDER THE POLICY.**

ADCS

# **EMPLOYEE INSURANCE**

## **ELIGIBILITY AND ENROLLMENT**

### ***Who are Eligible Persons?***

All persons in an Eligible Class shown in the Schedule are considered Eligible Persons.  
ADC-2AA

### ***When are You enrolled for coverage?***

When You become an Eligible Person, You may elect to enroll for coverage under the Voluntary plan of insurance on the first of the following dates:

- 1) the Policy Effective Date, if You are an Eligible Person on or before such date; or
- 2) the first day of the month coincident with or next following your hire date if such date falls after the Policy Effective Date.

If You choose not to enroll for the Voluntary plan of insurance during Your initial enrollment period, and later wish to apply, please contact the Holder for the necessary forms and instructions.  
ADC-3AA(SJFC)

## **EFFECTIVE DATES**

### ***When does Your insurance take effect?***

***(Applicable to Eligible Persons on or before the Policy Effective Date)***

Your insurance under the Voluntary plan of insurance will take effect on the date stated in the Schedule (Policy Effective Date).

No coverage will go into effect until You have satisfied the Waiting Period, if any.  
ADC-6AA

### ***When does Your insurance take effect?***

***(Applicable to Eligible Persons after the Policy Effective Date)***

If You enroll for coverage under the Voluntary plan of insurance after first becoming eligible, Your insurance will take effect on the first day of the month following the date You enroll, provided the required premium has been paid.

No coverage will go into effect until You have satisfied the Waiting Period, if any.  
ADC-6AA

### ***When will insurance become effective if an Injury or sickness causes You to be absent from work on Your Effective Date?***

If, because of Injury or sickness, You are not Actively at Work on the date the insurance would otherwise become effective, it will take effect on the day after You return to Active Work for a period of 1 day.  
ADC-7AA

## **CHANGES IN THE AMOUNTS OF PRINCIPAL SUM**

### ***When can a change in Your Principal Sum occur?***

Changes in Your Principal Sum can occur if:

- 1) there is a change in Your class or plan under the Policy, or there is a change in Your salary;
- 2) You request a change in Your Principal Sum (this can only occur at annual enrollment or if there is a change in family status); or
- 3) there is a change in Your age, if You have attained one of the benefit reduction ages as stated in the Schedule.

### ***When is Your new Principal Sum effective?***

For a change in:

- 1) Your class or plan under the Policy, Your salary, or You request a change in Your Principal Sum, Your new Principal Sum will be effective on:
  - a) the first day of the month following the date the change occurs; or
  - b) the first day of the month following the date You request a change in Your Principal Sum; or
- 2) Your age, Your new Principal Sum will be effective:
  - a) immediately, if You have already attained the applicable reduction age at the time Your insurance goes into effect; or
  - b) the date You attain the reduction age if this occurs after Your insurance goes into effect;

provided the required premium is paid.

If You are not Actively at Work on the date the new Principal Sum would otherwise take effect, it will take effect on the day after You return to Active Work for a period of 1 day.

Any type of decrease in Principal Sum will become effective on the date of the change whether or not You are Actively at Work.

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## **EFFECTIVE DATES**

### ***When does Your Dependent's coverage start?***

Your Dependent's coverage starts on the latest of:

- 1) the date Your insurance becomes effective under the Policy, if You have enrolled for Dependent coverage on or before that date;
- 2) the first day of the month following the date You enroll for Dependent coverage;

provided the required premium is paid.

ADCD-4AA

### ***When does coverage for a Newborn Child start?***

Coverage for a Newborn Child starts automatically from the moment of birth if a Child is born to You and You have not previously elected Dependent coverage. The newborn Child will be a Covered Person for 31 days. The newborn Child will cease to be a Covered Person unless:

- 1) You request, in writing, and within such 31-day period, continuation of such Dependent coverage; and
- 2) the required premium, if any is paid.

If additional premium is required for such Child, premium will be charged from the date of birth.

Dependent coverage will also be extended to:

- 1) newly adopted Children, from the moment of birth
- 2) foster or step Children as of the date they become financially dependent on You for support;

provided such children otherwise meet the definition of a Dependent Child.

ADCD-5AA-31

### ***When does coverage for a New Spouse start?***

Coverage for a new spouse starts automatically at Your marriage, if You have not previously elected Dependent coverage. Such spouse will be a Covered Person for 31 days. The spouse will cease to be a Covered Person unless:

- 1) You request, in writing, and within such 31 day period, continuation of such Dependent coverage; and
- 2) the required premium, if any is paid.

If additional premium is required for such spouse, premium will be charged from the date of marriage.

ADCD-6AA

### ***Will the effective date of coverage be delayed if Your Dependent is confined in a Hospital?***

The effective date of insurance will be delayed if Your Dependent, other than a newborn Child, is confined in a Hospital on the date his coverage would otherwise become effective. In such case, the Dependent's coverage will become effective on the day after discharge from the Hospital.

ADCD-7AA

## **CHANGES IN AMOUNTS OF DEPENDENT PRINCIPAL SUM**

### ***When can a change in Your Dependent's Principal Sum occur?***

Changes in Your Dependent's Principal Sum can occur if:

- 1) there is a change in Your class or plan under the Policy, or there is a change in Your salary;
- 2) You request a change in Your Principal Sum (this can only occur at annual enrollment or if there is a change in family status); or
- 3) Your Dependent has attained one of the benefit reduction ages as stated in the Schedule.

### ***When is Your Dependent's new Principal Sum effective?***

For a change in:

- 1) Your class or plan under the Policy, or Your salary, or You request a change in Your Principal Sum, Your Dependent's new Principal Sum will be effective on:
  - a) the first day of the month following the date the changes occurs; or
  - b) the first day of the month following the date You request a change in Your Principal Sum; or
- 2) Your Dependent's age, Your Dependent's new Principal Sum will be effective:
  - a) immediately, if the Dependent has already attained the applicable reduction age at the time the Dependent's insurance goes into effect; or
  - b) the date the Dependent attains the applicable reduction age if this occurs after the Dependent's insurance goes into effect;

provided the required premium is paid.

If Your Dependent is Hospital confined, other than a newborn Child, on the date his new Principal Sum would otherwise become effective, the effective date will be delayed until the later of:

- 1) the first day of the month following the date he completely recovers and resumes normal activities; or

## ***EXPOSURE AND DISAPPEARANCE COVERAGE***

### ***How is loss due to Exposure covered under the Policy?***

We will presume the Covered Person suffered loss due to an Injury, if such loss resulted from Accidental exposure to the elements.

### ***How is loss due to Disappearance covered under the Policy?***

We will presume the Covered Person suffered Loss of Life due to an Injury, if:

- 1) the Covered Person was riding in a Conveyance that is involved in an Accident;
- 2) the Covered Person's body was not found within 1 year of the disappearance, forced landing, sinking or wrecking of the Conveyance in which the Covered Person was riding; and
- 3) coverage was in force for the Covered Person at the time of the Accident.

### ***Definitions***

As used in this provision:

***Conveyance*** means:

- 1) any land or water vehicle, transport or vessel including, but not limited to, a vehicle, transport or vessel licensed to carry passengers for hire; or
- 2) any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.

ADXPD-1AA-31

## ***EXTENDED DEPENDENT COVERAGE***

### ***What is Extended Dependent Coverage?***

Extended Dependent Coverage allows coverage under the Policy to continue for Your insured Dependents if You suffer Loss of Life due to an Injury, and benefits are payable under the Accidental Death and Dismemberment Benefit. Coverage is continued at no further cost, for a period not to exceed 12 months from the date of loss.

ADXD-1AA

## ***DESCRIPTION OF BENEFITS***

### ***ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT***

*What is the Accidental Death and Dismemberment Benefit?*

## **WHAT OTHER BENEFITS ARE AVAILABLE?**

### **COMMON DISASTER BENEFIT**

#### ***What is the Common Disaster Benefit?***

This benefit provides for an increase in Your covered Dependent spouse's Principal Sum if an Injury sustained by You and Your covered Dependent spouse results in Your and Your covered Dependent spouse's death.

#### ***What conditions must be met before benefits are payable?***

Benefits are payable if the following conditions are met:

- 1) coverage for Your covered Dependent spouse is in force on the date of the Accident;
- 2) both You and Your covered Dependent spouse die as the result of Injuries sustained in the same Accident;  
or
- 3) You and Your covered Dependent spouse die as the result of Injuries sustained in separate Accidents that occur within the same 24 hour period; and
- 4) You and Your covered Dependent spouse die within 90 days of the date of the Accident(s); and
- 5) the Loss of Life Benefit becomes payable under the Accidental Death and Dismemberment Benefit for both You and Your covered Dependent spouse.

#### ***How are benefits paid under this provision?***



## **SEATBELT AND AIR BAG BENEFIT**

### ***What is the Seatbelt Benefit?***

This benefit provides a lump sum benefit payment if the Covered Person dies as a result of Injuries sustained in an Automobile Accident while wearing a properly fastened Seatbelt at the time of such Accident.

This benefit is payable in addition to any other benefits provided under the Policy.

### ***What conditions must be met before benefits are payable under the Seatbelt Benefit?***

Benefits are payable under this provision if the following conditions are met:

- 1) the Loss of Life Benefit is payable under the Accidental Death and Dismemberment Benefit and
- 2) due proof of Seatbelt use is provided as part of the official police report or as certified, in writing, by the investigating le(f)-12( )-108(o)1(f)-12( )6(c)-7(e)1(0(i)5(n)1(-96(bi)5(e)1(d)1(e)1(f)-12(i)5i)5(a)1(l)5( )-96(p)1(o)1)1(d)1(, 9

**Definitions**

As used in this provision:

**Automobile**



**When will coverage continued under the Waiver of Premium Benefit provision cease?**

Coverage will immediately cease to be continued under this provision if:

- 1) the Policy ends in accordance with the termination provision;
- 2) proof of the continuance of Your Total Disability is not furnished when required;
- 3) You refuse to be examined as required; or
- 4) Your Total Disability ends.

Your coverage may then be continued in force under the Policy only if:

- 1) the Policy is still in force;
- 2) You immediately return to Active Work in a class eligible for insurance; and
- 3) premiums for You are paid as they fall due.

**Definitions**

As used in this provision:

**Elimination Period** means the period of continuous Total Disability stated in the Schedule.

**Gainful Occupation** means the performance of any occupation or employment for wages, remuneration or profit, for which You are or become reasonably qualified by education, training or experience. Such occupation can be on a full-time or part-time basis.

**Total Disability** or **Totally Disabled** means that as a result of an Injury or sickness, You are unable to perform each of the material duties of any Gainful Occupation.

ADWP-1AA-31

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## **TERMINATION PROVISIONS**

### **TERMINATION OF EMPLOYEE INSURANCE**

#### ***When does Your insurance terminate?***

Your insurance coverage will terminate on the earliest of the following dates:

- 1) end of the month;
- 2) the date You request to cancel Your coverage under the Policy;
- 3) the date at the end of the period for which premium has been paid, if the required premium is not paid within the Grace Period;
- 4) on the premium due date that falls on or next follows the date:
  - a) You are no longer a member in an Eligible Class;
  - b) Your class is no longer covered under the Policy;
- 5) the date You enter the armed forces of any country. Membership in the reserves or a call to active duty for 2 months or less is not deemed entry into the armed forces.

Termination will not affect a covered loss which began before the date of termination.

ADC-9AA

If the required premium is paid when due, absence due to the following will not be treated as a termination of Your insurance until the end of the period shown.

- leave of absence, agreed to in writing by Your employer: 1 month(s);
- temporary layoff: 1 month(s);
- faculty sabbatical; agreed to in writing by Your employer; up to 12 months;
- Injury or sickness: 12 month(s), but not beyond the date You qualify for benefits under any disability provision.

ADC-10AA

### **TERMINATION OF DEPENDENT'S INSURANCE**

#### ***When does Your Dependent's coverage terminate?***

Your Dependent's coverage will end on the earliest of:

- 1) the date Your coverage terminates;
- 2) the date the Policy terminates;
- 3) the date You cancel Your Dependent's insurance;
- 4) the date at the end of the period for which the last premium has been paid if the required premium is not paid within the Grace Period;
- 5) the date the Dependent ceases to be an eligible Dependent;
- 6) the date You are no longer in a class eligible for Dependents' insurance;
- 7) the date of termination of Dependents' insurance under the Policy;
- 8) the date Your Dependent enters the armed forces of any country. Membership in the reserves, or a call to active duty for 2 months or less is not deemed entry into the armed forces;
- 9) the date of a final decree of divorce (applicable to spouse coverage, if any).

ADCD-10AA

#### ***Under what conditions can Your unmarried handicapped Dependent Child continue to qualify for coverage?***

We will continue coverage beyond the termination age for Your unmarried covered Dependent Child who is not capable of self-support due to physical or mental handicap. Coverage for such Dependent Child will continue while he remains disabled, Your coverage stays in force and the required premium is paid.

We will require proof of the disability and dependency of the Child within 31 days after the date coverage would

## **UNIFORM PROVISIONS**

### ***Time of Payment of Claim***

Benefits payable under the Policy will be paid no later than 60 days after We receive due written proof of loss.

### ***Notice of Claim***

Written notice of claim must be given to Us within 20 days after any loss covered by the Policy. If notice cannot be given within that time, it must be given as soon as reasonably possible.

Notice will be sufficient if it identifies You and the Policy. The notice must be sent to Us at Our Claim Office, P.O. Box 946790, Maitland, FL 32794-6790, or given to Our agent.

### ***Claim Forms***

After We receive the written notice of claim, We will furnish claim forms within 15 days. If We do not, the Covered Person will be considered to have met the requirements for written proof of loss if We are sent written proof as described below. The proof must describe the occurrence, extent and nature of the loss.

### ***Written Proof of Loss***

Written proof of loss must be given to Us within 90 days after the date of such loss. If it is not reasonably possible to give the proof within 90 days, the claim is not affected if the proof is given as soon as reasonably possible.

### ***Physical Examination***

At Our expense, We will have the right to examine the Covered Person as often as reasonably necessary while a claim is pending.

### ***Autopsy***

We have the right to have an autopsy performed unless forbidden by law.

### ***Legal Actions***

No action at law or in equity can be brought until after 60 days following the date written proof of loss was given. No action can be brought after 2 years from the date written proof is required.

### ***Conformity with State Statutes***

If any provision of the Policy is in conflict with the statutes of the state in which the Policy was delivered or issued for delivery, the provision is automatically amended to meet the minimum requirements of the statute.

ADCUP-1AA-31

## **GENERAL PROVISIONS**

### ***How will Your statements made in any application for this insurance be used?***

Any statement made by You will be deemed a representation and not a warranty. No statement will be used to void or reduce benefits, or be used in defense to a claim unless:

- 1) it is in writing;
- 2) it was signed by You; and
- 3) a copy has been given to You, Your Beneficiary or Your personal representative.

We will not use any statement to contest the validity of Your insurance after it has been continuously in force under the Policy for a period of 2 years during Your lifetime.

ADC-19AA

### ***What is the Grace Period if the premium is not paid?***

A grace period of 45 days will be allowed for the payment of any unpaid premium after the first payment is made. Your insurance will remain in force during the grace period. If the premium is not paid by the end of the grace period, Your coverage under the Policy ends.

The grace period will not apply if:

- 1) at least 30 days prior to the premium due date We send written notice to the Holder of Our intent not to renew the Policy; or
- 2) in the event of a late payment, the premium is paid within the grace period.

### ***Can You assign Your Ownership Rights?***

Your right, title, and interest in the Policy are evidenced by the certificate. You may assign such right, title, and interest to someone else (known as an assignee). This assignment will cover all of Your ownership rights under the Policy including, but not limited to the following:

- 1) the right to change the Beneficiary;
- 2) the right to receive any and all benefits under the Policy without notice to or consideration to You.

We will recognize an assignee as the owner of the rights assigned only if:

- 1) the assignment is in writing, signed by You, and on a form approved by Us; and
- 2) a signed or certified copy of the written assignment has been received and registered by Us.

You cannot assign Your Accident Insurance as collateral for a loan.

We will not be responsible for the legal, tax or other effects of any assignment; or for any action taken under the Policy's provisions before receiving and registering an assignment.

ADC-22AA

### ***Are proceeds protected from the claims of the Beneficiary's creditors?***

The benefits under the Policy are not subject to the claim of, or legal process by any creditor of Your Beneficiary.

ADC-23AA

### ***What if the age of someone covered under the Policy is misstated?***

If the age of a person covered under the Policy has been misstated and the benefits payable under the Policy are subject to any age reduction requirements, any benefits payable will be adjusted to reflect the correct amount of benefits payable had the true age of the person covered been known.

ADC-24AA

### ***What happens if there is a record keeping error?***

An error in keeping records will not cancel insurance that should otherwise continue in force. Such error will not continue insurance that should otherwise end. Your insurance coverage will not be prejudiced by the failure on the part of the Holder to transmit reports, pay premium or comply with any of the provisions of the Policy when such failure is due to an inadvertent error or clerical mistake.

We have the right to examine the Holder's records for the Policy at any reasonable time. This right will extend until 2 years after the expiration of the Policy or until final adjustment and settlement of all claims hereunder, whichever is later.

ADC-25AA

### ***How is this Policy affected by Workers' Compensation Insurance?***

The policy is not in lieu of and does not affect any requirements for coverage by Workers' Compensation Insurance.

ADC-26AA







## ***IMPORTANT ERISA WELFARE PLAN INFORMATION***

The following section contains information provided to You at the request of the Plan Administrator of Your Plan to meet certain requirements of the Employee Retirement Income Security Act of 1974, as amended, (ERISA). All inquiries related to the following material should be referred directly to Your Plan Administrator.

### ***DISCRETIONARY AUTHORITY***

The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto. The plan administrator and other plan fiduciaries have discretionary authority to determine Your eligibility for and entitlement to benefits under the Policy. The plan administrator has delegated sole discretionary authority to CNA Group Life Assurance Company to determine Your eligibility for benefits and to interpret the terms and provisions of the plan and any policy issued in connection with it.

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## Hartford Life Insurance Company

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Home Office: 2 North LaSalle Street, Suite 2500  
Chicago, Illinois 60602  
Executive Offices: 200 Hopmeadow Street  
Simsbury, Connecticut 06089

A Stock Company



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### **ENDORSEMENT**

CHANGE IN NAME OF UNDERWRITING COMPANY

**Policyholder:** St. John Fisher College

**Policy Number:** 83091269

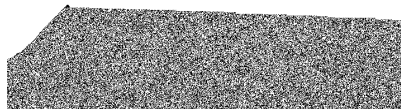
This endorsement is made a part of, and terminates and takes effect at the same time as, the policy or certificate to which it is attached.

It amends the policy or certificate as stated below:

The name CNA Group Life Assurance Company is replaced with the name Hartford Life Insurance Company wherever it appears.

In all other respects, the policy and certificate to which this amendment is attached will remain the same.

Signed for Hartford Life Insurance Company



Richard G. Costello, Secretary

Thomas M. Marra, President

