

Certificate of Insurance

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Simsbury, Connecticut



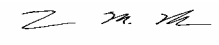
Policyholder: The Professional Educators of Tennessee

Policy Number: ADD-11038

Policy Effective Date: September 1, 2004

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. The Policy may be inspected at the office of the Policyholder.


Christine Hayer Repasy, Secretary


Thomas M. Marra, President

SCHEDULE

BENEFIT AMOUNTS: See Attached Schedule.

Accidental Death and Dismemberment Reduction on Age 65: The amount of Principal Sum in force upon an Insured Person or Spouse will reduce 50% upon such individual's attainment of age 65.

Limitation: If you have more than one Certificate under the Policy's Voluntary Plan, the total amount of Voluntary coverage under all Certificates may not exceed the Maximum Amount under the Voluntary Accidental Death and Dismemberment Benefit. If coverage exceeds the Maximum Amount, premiums paid for coverage over the Maximum Amount will be refunded. In no event will the amount of Principal Sum in force upon the Spouse exceed the amount in force upon the Insured.

30 DAY RIGHT TO EXAMINE CERTIFICATE: We urge you to examine this certificate closely. If you are not satisfied, return it to us within 30 days of your Effective Date. In that event, we will consider it void from the certificate Effective Date and any premium paid will be refunded. Any claims paid during the initial 30 day period will be deducted from the refund.

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. Covered Person means you or your Eligible Dependent while you, he or she is covered under the policy. **Actively-at-Work** means a person who is performing all the regular duties of his or her occupation on a 20 hours or more per week basis at his or her regular place of employment or while on a Business Trip. Actively-at-Work does not include every day travel to and from work. **Business Trip** means a bona-fide trip while on assignment at the direction of the Policyholder for the purpose of furthering the business of the Policyholder: a) which begins when a person leaves his or her residence or place of regular employment, whichever last occurs, for the purpose of beginning the trip; b) which ends when he or she returns to his or her place of regular employment, whichever first occurs. **Injury** means bodily injury resulting directly from accident and independently of all other causes which occurs while the Covered Person is 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. **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. **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. **Physician** means a licensed practitioner of the healing arts acting within the scope of his license. He may not be: 1) a Covered Person; 2) a member of the Covered Person's household; 3) a member of a Covered Person's immediate family; or 4) a Covered Person's employer. **Written Request** means any form provided by us for the particular request.

INSURED PERSON PERIOD OF COVERAGE: Effective Date: Your coverage for Basic Benefits becomes effective on the later of: a) the Policy Effective Date; or b) the first day of the month on or next following the date you become eligible. If you are eligible for Voluntary Benefits and give us a Written Request for those Benefits, you become covered for those Benefits on the later of: a) the Policy Effective Date; b) the first date of the month on or next following the date we receive the request. **Termination:** Your coverage as an Insured Person terminates on the earlier of: a) the date the policy is terminated; or b) the Premium due date on or next following the date You: 1) cease to be an Eligible Person, or 2) attain the Policy Age Limit, if any, shown in the Schedule. Your coverage for Voluntary Benefits terminates on the earlier of: a) the date you request that your Voluntary Benefits be terminated; b) the Premium Due Date on or next following the date you cease to be eligible for Voluntary Benefits; or c) the Premium Due Date on which you fail to pay any required premium for Voluntary Benefits. **Cancellation:** (either by Us or the Policyholder) will not affect any claim for loss due to an

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Printed in U.S.A.

accident which occurs before the effective date of the cancellation. **Request For Change In Coverage:** If you give us Written Request for a change in your coverage, and if you: a) are not eligible for the coverage requested, the change will not become effective; b) are eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date we receive the request.

DEPENDENTS PERIOD OF COVERAGE (VOLUNTARY PLAN): You are insured with Dependent Coverage if it is indicated in the attached Schedule. You are not an Eligible Dependent. **Eligible Dependents:** 1) **Spouse** means your spouse unless you and your spouse are legally separated or divorced. 2) **Child or Children** means your unmarried child, newborn child, stepchild, legally adopted child, foster child or child in the process of adoption: a) who is over 14 days of age but under age 19 and primarily dependent on you for support and maintenance; or b) who is at least age 19 but less than age 25 who regularly attends an institution of learning and is primarily dependent on you for support and maintenance. **Effective Date:** Each Eligible Dependent will become covered under the policy on the later of: a) the date you become an Insured Person; b) the first day of the month following receipt of your Written Request for coverage of Dependents; or c) the date the person qualifies as an Eligible Dependent. **Termination:** Coverage of each Eligible Dependent terminates on the Premium Due Date next following the earlier of: a) the date you cease to be an Insured Person; or b) the date he or she ceases to qualify as an Eligible Dependent. **Spouse Continuation:** If You die while covered under the Policy, your Covered Spouse, if any: a) will become the Insured Person; and b) will be able to continue coverage for himself or herself and any Covered Dependent Children subject to the terms and conditions of the Policy. If upon your death there is no Covered Spouse, any coverage for Dependent Children will terminate at the end of the period for which premium has been paid. **Incapacitated Child:** Coverage of a child who, on the date he or she reaches age 19 or 25, is: a) covered under the policy; b) mentally or physically incapable of earning his or her own living; and c) unmarried and primarily dependent on you for support and maintenance; will not terminate solely due to age. However, you must give us notice of the incapacity within 31 days of the termination date. Coverage will continue as long as: a) the incapacity continues; and b) the required premium is paid. We may, from time to time, require proof of continued incapacity and dependency. After the first two years, we cannot require proof more than once each year. **Request For Change In Coverage:** If you give us a Written Request for a change in coverage, and: a) are not eligible for the coverage requested, it will not become effective; or b) are eligible for the coverage requested, the change will become effective the first day of the month following receipt of your request.

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 riding On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft; 4. 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; 5. 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; 6. Injury sustained while committing or attempting to commit a felony; 7. Injury sustained while legally intoxicated from the use of alcohol.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (BASIC PLAN – INSURED PERSON ONLY): If your Injury results in any of the following losses within 365 days after the date of accident, we will pay the sum stated opposite the Loss shown in the Loss Table. We will not pay more than the Principal Sum for all losses due to the same accident. Your amount of the Principal Sum under the Basic Plan is shown in the Schedule.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (VOLUNTARY PLAN): If a Covered Person's 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 in the Loss Table shown below. We will not pay more than the Principal Sum for all losses due to the same accident. Your amount of the Principal Sum for the Voluntary Plan, if elected, is shown in the Schedule. The amount of Principal Sum for each of your Covered Dependents is 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
Either Hand and Sight of One Eye	The Principal Sum
Either Foot and Sight of One Eye	The Principal Sum
Either Hand or Foot	One-Half The Principal Sum
Sight of One Eye	One-Half The Principal Sum
Speech	One-Half The Principal Sum
Hearing in Both Ears.....	One-Half The Principal Sum

Loss means with regard to: a) hands and feet, actual severance through or above the 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.

ACCIDENTAL DEATH BENEFIT (VOLUNTARY PLAN): If Your Injury results in Loss of Life within 365 days after the date of the accident, we will pay the Principal Sum as determined in the Schedule. The Accidental Death Benefit will be paid in accordance with the Beneficiary Designation Provision of the Policy.

COMMON CARRIER COVERAGE (VOLUNTARY PLAN): If a Loss is sustained by a Covered Person while riding as a passenger on any Common Carrier, the amount of Principal Sum payable under the Voluntary Accidental Death and Dismemberment Benefit will be doubled. **Common Carrier** means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire, with published schedules, and operated by an employee of that concern.

ACCIDENT HOSPITAL INDEMNITY BENEFIT (VOLUNTARY PLAN): We will pay the Daily Benefit Amount when a Covered Person is Confined during one or more periods of Hospital Confinement if the Confinement is due to Injury received in a Covered Accident as defined. Benefit Amounts for Covered Accidents are stated in the Schedule. The first day of Confinement must occur within 90 days after the accident. We will not pay for any day of Confinement which: a) exceeds the Payment Period of 365 days; b) occurs after 2 years from the date of accident; or c) exceeds the Daily Benefit

Amount. If we pay benefits for a Covered Person under this Benefit, and the Covered Person is subsequently Confined to a Hospital for the same Injury within 180 days, we will consider it to be the same period of Confinement. **Confined and Confinement** means: a) being admitted to a Hospital for receiving inpatient hospital services; and b) the patient is charged for at least one day's room and board by the hospital for each time a Covered Person is admitted. A period of Confinement consists of consecutive days of Confinement following the date the Covered Person is admitted as an inpatient. The last calendar day of a period of Confinement is not counted as a day of Confinement unless a charge is made for the last day. **Hospital** means an institution which: a) operates pursuant to law; b) primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis; c) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and d) provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.). Hospital does not mean any institution or part thereof which is used primarily as: a) a nursing home, convalescent home, or skilled nursing facility; b) a place for drug addicts or alcoholics; or c) a place for rest, custodial care, or for the aged.

EDUCATION BENEFIT (VOLUNTARY PLAN): If: a) your Eligible Dependent Child(ren) are covered under the policy; and b) 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 as provided below. A Student is a person for whom we receive proof that he or she: a) is covered as your Eligible Dependent on the date of your death; and b) is a full-time post-high school student in a school for higher learning on the date of your death; or c) 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 an amount determined by applying the Percent to the amount of your Principal Sum. We will not pay more than one Education Benefit to any one Student during any one school year. The Education Benefit is payable to each person: a) on the date; and b) for whom; we have received 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 2% of your Principal Sum under the Voluntary Plan in accordance with the claims provision for payment of benefits for loss of life.

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 30 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 of 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, but not later than 60 days, after we receive the Proof of Loss. **Payment of Claims:** We will pay any benefit due for loss of your life: a) according to the beneficiary designation in effect under the policy at the time of your death; otherwise b) to the survivors, in equal shares, in the first of the following classes to have a survivor at your death: 1) spouse, 2) children 3) parents, 4) brothers and sisters. If there is no survivor in these classes, payment will be made to your estate. All other benefits due and not assigned will be paid to you, if living. Otherwise, the benefits will be paid according to the above. If a benefit due is payable to: a) your estate; or b) you or any person who is either a minor or not competent to give a valid release for the payment; we may pay up to \$1,000 of the amount to some other person. The other person will be someone related to the minor or the incompetent person by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith. **Appealing Denial of Claims:** If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to the Insured Person. This written decision will: a) give the specific reason or reasons for denial; b) make specific reference to policy provisions on which the denial is based; c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and d) provide an explanation of the review procedure. On any denied claim, an Insured Person or his representative may appeal to Us for a full and fair review. The claimant may: a) request a review upon written application within 60 days of receipt of claim denial; b) review pertinent documents; and c) submit issues and comments in writing. We will make a decision no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after We receive the request for review. The written decision will include specific reasons for the decision on which the decision is based. **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.

The Hartford Life and Accident Insurance Company has contracted with an independent Third Party Administrator, NEBCO, to provide administrative services under a Policy issued to the Policyholder named in this Certificate.

The insurance carrier for the Policy is:	The Administrator for the Policy is:
The Hartford Life and Accident Insurance Company	NEBCO
200 Hopmeadow Street	8500 Freeport Parkway South, Ste. 450
Simsbury, CT 06089	Irving, TX 75063

SCHEDULE

ELIGIBLE PERSONS:

Description

All member of the Association who:

- a) are under age 70;
- b) are Actively-at-Work 20 or more hours per week; and
- c) are full-time residents of the United States.

ELIGIBLE SPOUSE:

An Eligible Member's Spouse who is:

- a) under age 70; and
- b) not legally separated or divorced from the Eligible Member; and
- c) a full-time resident of the United States

ELIGIBLE CHILD(REN): An Eligible Member's unmarried child, newborn child, stepchild, legally adopted child, foster child or child in the process of adoption who is over 14 days of age but under 19 years of age, or 25 years of age if a full-time student.

ELIGIBILITY RESTRICTIONS: An Eligible Person may not be covered under more than one Certificate of Insurance under this Policy at any time. In case of any duplication, only one Certificate (which shall be elected by the Eligible Person, the Beneficiary or the estate) shall be valid. Any premiums paid for any other Certificates of Insurance shall be returned.

When an Eligible Person and his or her Spouse are both Eligible Persons:

- a) coverage may not be duplicated by enrolling as Dependents of each other; and
- b) coverage for an Eligible Child may be requested only by the Eligible Person.

POLICY AGE LIMIT: 70 years of age.

EVIDENCE OF INSURABILITY: None