

# Enrollment

*Please review the Terms and Definitions within the Administration Overview*

This section of the Administrative Reference Manual includes information on the following topics related to the process of enrolling Insureds in your plan. This is intended to serve as a general guide, however in all cases you should reference your policy for specific details pertaining to your Hartford<sup>1</sup> coverage. In the event of a conflict between the guide and your policy, the policy will control.

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<sup>1</sup> The Hartford Financial Services Group, Inc., (NYSE: HIG) operates through its subsidiaries, including underwriting companies Hartford Life and Accident Insurance Company and Hartford Fire Insurance Company, under the brand name, The Hartford®, and is headquartered at One Hartford Plaza, Hartford, CT 06155. For additional details, please read The Hartford's legal notice at [www.thehartford.com](http://www.thehartford.com). The Hartford also provides administrative and claim services for employer self-funded disability benefit plans.

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It is important that enrollment be done completely and correctly. (The information provided for enrollment is used in determining whether a claim is payable and if plan participation levels have been met).

## Enrollment Documentation and Retention

You are responsible for enrolling employees in coverage, retaining the enrollment record, and providing the enrollment record at our request, all in accordance with this guide and the terms of the Policy. The Hartford offers a variety of forms and services to assist policyholders in conducting their own enrollments. These include customized Benefit Highlight Sheets, customized Enrollment Forms, and the BenSelect enrollment platform, all of which can be requested by contacting your assigned service representative, and a Beneficiary Designation Form, which is available through the Employer Portal.

**New York Employers.** We recommend that New York Employers utilize a customized New York Enrollment Form for enrolling employees in contributory coverage. If you have not received your customized enrollment form, please request one by contacting your assigned service representative. A generic New York Enrollment Form approved by the New York Department of Financial Services is also available through the Employer Portal. The New York Enrollment form should serve as the basis for your enrollment solution and the content of your Enrollment solution should align with the content of this form.

State and Federal laws governing electronic transactions, including ESIGN, also apply to enrollments conducted electronically and you should make sure any electronic enrollment systems meet these requirements.

**Record Keeping Responsibilities.** Whether conducted electronically or via paper, it is critical that you (directly or through your enrollment vendor) accurately capture and retain records of your employees' enrollment, census information, coverage elections and beneficiary elections, as well as any changes. Paper and electronic enrollment and beneficiary forms/records should be retained indefinitely, or as required by state or federal law. We may request these forms at any time, including, but not limited to, at point of claim, during a premium audit or in response to a regulator's request.

***All enrollment records and beneficiary designations should be maintained at your office or in your electronic storage system. Please DO NOT send these forms to The Hartford, unless requested by The Hartford.***

## Eligibility and Effective Dates of Coverage

The guidelines below are general guidelines for cases with annual enrollment periods. Please be aware however that eligibility and effective date guidelines may be modified to meet employer needs. Therefore, please consult your group policy for the specifics concerning your eligibility and effective date of coverage provisions. As the plan administrator, you are responsible for determining eligibility for coverage enrollment.

### Eligible Classes

There is a section titled "Eligible Classes for Coverage" in the Schedule of Insurance contained in your booklet. Individuals in the class or classes described in the "Eligible Classes for Coverage" section are eligible for insurance.

### When Employees Become Eligible for Coverage

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In general, employees become eligible for coverage on the latest of:

- the Policy Effective Date.
- the date they enter an eligible class; or
- the first day of the month after they complete the Eligibility Waiting Period for Coverage (if any).

## Eligibility Waiting Period for Coverage

The Eligibility Waiting Period is the period of time that an individual must be an Active employee working for the employer, before they become eligible for coverage. The Eligibility Waiting Period for Coverage is contained in the Schedule of Insurance in your booklet and is typically 30 or 60 days.

## When Insureds Become Eligible for Dependent Coverage

Insureds become eligible for dependent coverage on the latest of the date:

- they become insured for Insured coverage, or
- they acquire their first dependent.

Please be aware that a person cannot be covered as both an Insured and dependent under the policy or as a dependent of more than one Insured. For example, a married or domestic partnership couple cannot insure each other as dependents.

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As noted above, You are responsible for enrollment of employees in coverage, in accordance with this guide and the terms of the Policy.

### Contributory Coverage (coverage paid partially or wholly by the Insured)

You are responsible to ensure that eligible employees are provided a timely opportunity to enroll for contributory coverage. Insureds must enroll for coverage, satisfy any applicable Evidence of Insurability requirements, and authorize payroll deductions to pay for such coverage, in addition to designating their beneficiary(ies). Beneficiary designation and your responsibilities relating to coverage requiring Evidence of Insurability are addressed in more detail, below.

To enroll for contributory coverage, an Insured must make an election in the employer's online enrollment system or complete an enrollment form and give it to the employer. Any elections that require Evidence of Insurability will also require completion of a Personal Health Application. Evidence of Insurability is covered in more detail below.

Insureds who decline coverage under the group plan must also complete an enrollment election indicating that they have elected no coverage. If an Insured has selected dependent coverage and a new dependent becomes eligible after the initial enrollment period, the Insured must notify the employer within 31 days. *Please reference your policy for specific details pertaining to your plan.*

### Non-Contributory Coverage (coverage paid for by the employer)

Once an Insured enters an eligible class and has satisfied the Eligibility Waiting Period for Coverage, you are responsible for enrolling them for non-contributory Insured and dependent coverage (if applicable) up to the Guaranteed Issue Amount specified in your policy. Any amount above the Guaranteed Issue Amount will be subject to Evidence of Insurability requirements, as outlined in your policy.

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## Guaranteed Issue Amount

The guaranteed issue amount is the amount of life or disability insurance an individual may receive without providing Evidence of Insurability.

## Evidence of Insurability

Evidence of Insurability is information about the health of an applicant that we use to Medically Underwrite coverage. In other words, we use this information to determine whether an individual is eligible for coverage or an increase in coverage. Employees provide Evidence of Insurability by completing a Personal Health Application.

Evidence of Insurability is required for coverage: \*

- for amounts over the Guaranteed Issue Amount if Insureds enroll for coverage on themselves or their dependents within 31 days after the date they are first eligible to enroll
- for the entire amount if Insureds enroll for coverage on themselves or their dependents more than 31 days after the date they are first eligible to enroll.

In addition, Evidence of Insurability is required if an employee was eligible for employee or dependent coverage under your prior group policy but chose not to enroll, and he or she now wants to enroll for coverage.

*\*Evidence of Insurability is not required on children for amounts of \$15,000 or less.*

You are responsible for determining when an employee needs to submit a Personal Health Application to provide Evidence of Insurability based upon the Evidence of Insurability rules in place for your coverage with The Hartford. When Evidence of Insurability is required, it is your responsibility to ensure the applicant is provided the Personal Health Application.

Coverage elections requiring Evidence of Insurability will not become effective until approved in writing by The Hartford. **Premiums should not be deducted for any coverage requiring Evidence of Insurability until you have received approval from The Hartford. If you begin deducting premiums for such coverage before you are advised by The Hartford that Evidence of Insurability has been approved as per your policy, you may create a liability for your company or your plan.**

*Please reference your policy for specific details pertaining to your coverage. It is Your responsibility to properly administer Evidence of Insurability according to your coverage.*

## Using the Personal Health Application

During the implementation process, The Hartford will provide you with our approved paper and/or electronic form of Personal Health Application, which you are required to provide to employees electing coverage requiring Evidence of Insurability. Evidence of Insurability must be provided to The Hartford in the circumstances described in the Policy using the Personal Health Application. As the Employer, you are responsible for the Evidence of Insurability administration, including ensuring: the proper Evidence of Insurability rules are applied; the employee understands when a Personal Health Application is required; Personal Health Applications are provided to the applicant ; completed Personal Health Applications are submitted promptly to Us; and premiums are not deducted from an Insured until receiving notification that Evidence of Insurability has been approved as per your policy.

In order to expedite the processing of the Personal Health Application, the employer section of the Personal Health Application, including all coverage options, needs to be completed by the Employer.

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Please verify that the amount shown on the application is the correct amount of coverage for that applicant, based on the terms of the policy.

Once the completed Personal Health Application is received, The Hartford will then review the information and determine whether to approve or decline the coverage.

**Important Note:** The policy governs Insured eligibility and coverage amounts. Simply listing and remitting premium for an Insured on a Bill, where that Insured is not otherwise eligible, properly enrolled, or previously approved (where The Hartford's prior approval is required), does **not** create coverage for that Insured. The information you provide to The Hartford **must** be accurate. Immediately notify The Hartford of any errors.

Please contact The Hartford to learn what options may be available for PHA administration services.

## Late Enrollees Require a Personal Health Application

Evidence of Insurability is required when a person is a late enrollee. A person becomes a late enrollee when:

- the eligibility waiting period of a contributory plan has been satisfied and the subsequent enrollment period expires before the eligible Insured enrolls for coverage; or
- the person is eligible but initially elects to waive coverage under a plan, and then later decides to enroll for coverage after the enrollment period has ended; or
- a covered Insured acquires a new dependent (i.e., marriage or birth of child) and does not enroll for dependent life coverage within the enrollment period. \*Once the first dependent late enrollee has been approved, future dependents will be automatically covered and do not need to complete a Personal Health Application.

For plans with annual open enrollment (i.e., temporary waiving of late entrant restrictions), there may be some exceptions to the above. See your group policy for specific details.

## Amounts Exceeding the Guaranteed Issue Limit Require a Personal Health Application

When an Insured or dependent first exceeds the Guaranteed Issue (GI) limit for any reason, a Personal Health Application is required. The GI limit is the largest amount of insurance a person can have without having to submit evidence of insurability.

A Personal Health Application is not required for dependent children whose Amount of Life Insurance is \$15,000 or less.

*Please reference your policy for specific details pertaining to your plan.*

## Increasing your Election Option requires a Personal Health Application

Evidence of Insurability is also generally required when an Insured elects to increase coverage on themselves or their dependents to any higher option or increment level.

*Please see your group policy for specific details.*

## Earnings Increases May Require Evidence of Insurability

For benefit plans based on a multiple of earnings, Evidence of Insurability may also be required for increases in coverage over the GI amount which is due solely to an increase in earnings. Specific policy

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details should be confirmed. Instructional examples and any additional questions can be answered by contacting Group Benefit Division Customer Service at 1-800-523-2233.

As mentioned above, please see your group policy for the specific details of your plan's Guarantee Issue limit and related Evidence of Insurability requirements.

## Processing the Personal Health Application

### Personal Health Application Submission Date

To be considered valid, the Personal Health Application must be received by The Hartford within ninety (90) days of the date the application was signed by the applicant. ***If the application is not received within that time period, a newly completed, signed and dated application is required.***

If an applicant's request for coverage is approvable after the underwriting process is complete and the application is more than 90 days old, we will request an updated application. If the new application contains medical information that was not included on the original, we will investigate and underwrite as needed.

### ***Requests for Additional Information***

The Hartford will contact you directly for any employer-related missing information. For omitted or additional applicant information, we will contact the applicant directly. Requests for additional information may include (but are not limited to) exams, medical questionnaires, or medical records.

***If information is missing, a letter will be sent requesting the missing information.***

***Follow-up on Requested Information,*** We will send two follow-up letters to the applicant. The applicant's request for coverage will be re-opened only when the individual submits information.

### Final Decisions

**Important Notice:** Only The Hartford has the authority to approve or disapprove coverage applied for by the applicant. It is important that the employer never attempt to communicate approvals or disapprovals to any Insured. If the employer informs an applicant that they have coverage or begins deducting premiums for coverage, that is not approved by The Hartford, the employer may create a liability for itself or its plan. The employer must promptly inform The Hartford of any error so that we can work together to address the situation.

**Premiums should not be deducted for any coverage requiring Evidence of Insurability until approval is received by you from The Hartford. The employer should complete regular audits to ensure coverage is being administered correctly and premiums are being properly deducted. The employer's prompt identification and correction of errors is critical to preventing the risk of the employer creating a liability for itself or its plan.**

Notice of our Medical Underwriting decisions will be sent to both the employer and the applicant. If the applicant is declined, additional correspondence regarding our decision will be supplied to the applicant directly. If you would like correspondence distributed differently (subject to confidentiality limitations), please contact your Hartford Sales/Service Representative. Medical underwriting decisions may also be found on our Insured and Employer Portals.

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## Confidentiality

Information used to decline an applicant's request for coverage (e.g., personal physician, medical records, etc.) cannot be disclosed without written authorization from the applicant. Even then, we can only release medical information to a physician as authorized by the Insured. The physician's full name and address must accompany the applicant's authorization. There are no exceptions to these confidentiality guidelines.

## Effective Date of Coverage\* – Insured and Dependent (if applicable)

**Non-Contributory Coverage** – Non-Contributory coverage for **which Evidence of Insurability is not required**, will start on the date the Insured becomes eligible for coverage.

**Contributory Coverage** – Contributory coverage for **which Evidence of Insurability is not required**, will start on the latest of:

- the date the Insured becomes eligible, if they enroll on or before that date;
- the date the Insured enrolls, if they enroll within 31 days of becoming eligible; or
- the Annual Enrollment coverage effective date following the Annual Enrollment period, if they enroll during the Annual Enrollment period.

*\*The Effective Date of Coverage may be modified in your policy and/or it may be deferred based on the Deferred Effective Date provisions. Please reference your policy for specific details pertaining to your plan.*

**Coverage for which Evidence of Insurability is Required** – Any coverage for which Evidence of Insurability is required will not be effective until the individual is eligible for coverage and Evidence of Insurability has been approved by Hartford as per your policy.

- Do not deduct or remit premium for the additional coverage requested until the Hartford has advised you that Evidence of Insurability has been approved. Medical underwriting status reports are available to run on demand via the Employer Portal.
- If the employer informs an applicant that they have coverage or begins deducting premiums for coverage that is not approved by The Hartford, the employer may create a liability for itself or its plan.

## Deferred Effective Date – Insured

If an Insured is not Actively at Work due to a physical or mental condition on the date that coverage or an increase in coverage would become effective, that coverage will not be effective until the employee is Actively at Work. However, this deferral may not apply to initial coverage based on Continuity of Coverage from a Prior Plan. (Please see below.)

**Premiums should not be deducted for coverage or an increase in coverage until the employee is Actively at Work.**

## Deferred Effective Date – Dependent (if applicable)

If a dependent (other than a newborn) is confined in a hospital or elsewhere (unable to perform the normal functions of daily living or leave home or residence without assistance) on the date that coverage or an increase in coverage would become effective, that coverage will not be effective until they are no longer confined and has engaged in the normal activities for at least 15 consecutive days, as described in the policy. However, this deferral may not apply to initial coverage based on Continuity of Coverage from a Prior Plan. (Please see below.)

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**Premiums should not be deducted for coverage or an increase in coverage until the dependent is no longer confined and has engaged in normal activities for at least 15 consecutive days.**

## Life Insurance Continuity of Coverage from a Prior Plan – Insured

For Life Insurance, if an Insured was insured, (whether or not they were Actively at Work or on an authorized family and medical leave) on the day before our Policy Effective Date, coverage will not be deferred.

## Coverage Amount

The amount of coverage will be the lesser of life insurance and AD&D principal sum he or she had under the prior policy or the amount shown in our Schedule of Insurance reduced by any amount:

- in force, paid or payable under the prior policy, or
- that would have been payable under the prior policy if timely election had been made.

## Duration of Coverage

Coverage under the Continuity of Coverage provision ends on the **first** to occur of the following:

- the date the Insured is Actively at Work,
- the last day they would have been covered under the prior policy,
- the date insurance would terminate for any reason in the termination provision, or
- 12 consecutive months after the Policy Effective Date.

**Please remember that coverage will not extend longer than it would have under the prior policy.**

## Life Insurance Continuity of Coverage from a Prior Plan – Dependent

If a dependent was covered as a dependent under the prior policy on the day before our Policy Effective Date, initial coverage will not be deferred.

## Coverage Amount

The amount of coverage will be the lesser of the amount of life insurance and AD&D principal sum they had under the prior policy or the amount shown in our Schedule of Insurance, reduced by any amount:

- in force, paid or payable under the prior policy, or
- that would have been payable under the prior policy if timely election had been made.

## Disability Insurance Continuity of Coverage from a Prior Plan

Our standard policies generally contain language, referred to as "No Loss/No Gain", which protects Insureds from being penalized if their employer changes insurance carriers. If the employee was insured with the prior LTD carrier and then became insured under our policy, the insured would not be excluded for Disability due to or contributed to by a Pre-Existing Condition, however the insured's benefit may be limited to the lesser of the prior carrier's or The Hartford's benefits.

## Reinstatement

If an Insured's coverage ends because he or she no longer works for the employer or is no longer in an eligible class, and the Insured is later rehired or returns to his or her eligible class within 12 months, coverage for the Insured and covered dependents may be reinstated. Evidence of Insurability will not be required as long as the Insured returns within 12 months and requests reinstatement of coverage within 31 days of returning.



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The reinstated coverage will be the same amount that was in force when coverage ended, except we will not reinstate any amount which was converted or ported, unless that coverage is canceled.

## Reinstatement of Coverage for Insureds who enter Active Military Duty

If an Insured returns from active military duty after being discharged “under honorable conditions”, qualifies for employment reinstatement under applicable federal or state law, and becomes re-employed by that employer, they may once again be eligible for the coverage they had before the leave of absence began. (This must generally occur within 5 years of leaving employment, although exceptions may apply). Therefore, if they had previously satisfied the eligibility waiting period, no additional waiting period would be required. Similarly, if they had submitted Evidence of Insurability and been approved, they would not need to submit Evidence of Insurability again to reinstate their prior group life coverage.

## Beneficiary Designations

For Life and Accidental Death and Dismemberment coverage, a crucial aspect of the enrollment process is the designation of a beneficiary. **It is your responsibility to obtain and retain accurate beneficiary records for all coverage.** This may be done online via your enrollment site, in the appropriate section of the enrollment form, or on a separate beneficiary designation form. Beneficiary designation forms are available in the Employer Portal. Please see the Employer and Employee Guides to Beneficiary Designation (also available in the Employer Portal) for more information.

- Designations must be clear, so there is no question as to its meaning.
- If there is more than one beneficiary and proceeds are not intended to be divided equally, the details must be spelled out (i.e., 75% to John Doe, 25% to James Doe). The allocated percentages must total 100%.
- If an Insured wishes both his spouse and all his children to be considered equal beneficiaries, each child must be individually named. Each time a new baby is born, the Insured must add that child by name to the beneficiary designation.
- If the Insured has both Life and Accidental Death & Dismemberment coverage, the beneficiary for loss of life is assumed to be the same, unless separate Beneficiary Designations are completed for each coverage.
- With regard to Life and/or AD&D insurance coverage on dependents, benefits are automatically paid to the Insured and no beneficiary designation is required.
- Insureds with special circumstances, such as living trusts or estate planning vehicles, should contact their own legal or tax counsel to choose the beneficiary designation wording best suited to their needs.
- Insured’s choice to designate the employer or plan sponsor as a beneficiary cannot be compulsory.
- Beneficiary designations made under your Hartford group policy are normally revocable. This means an Insured may change the designation without requiring the consent of the existing beneficiary(ies).
- Insured may designate or change a beneficiary by doing so online or in writing on a form that meets the above requirements and is submitted to and retained by You. Only satisfactory forms sent to the Employer prior to death will be accepted.
- Generally, a beneficiary may not be changed by a power of attorney.

***Beneficiary Designations should be retained by you and kept with your Insured records. Please DO NOT send these forms to The Hartford, except in the event of a death claim.***

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## Absolute Assignments

- An absolute assignment is the transfer of all the insured person's right, title and interest under a life insurance policy (assignor) to another party (assignee). The assignee becomes the owner of the assignor's right, title and interest under the life policy. In a group term life insurance context, this principally includes the right to name a beneficiary and the right to convert to a personal policy in the event the insured qualifies for the group policy's conversion right.
- For an Insured to assign his right, title and interest under The Hartford group life insurance policy, the **Absolute Assignment Form (GR-10136)** must be completed.
- If the insured assigned his right, title and interest under your previous group life insurance policy, and wishes to continue the assignment under The Hartford policy, a **Statement of Intent Form (GR-10978)** must be completed.
- If the assignee decides to return his right, title and interest in the group policy to the assignor (the insured), a **Release of Assignment Form (GR-10067)** must be completed.
- The Absolute Assignment, Statement of Intent and Release of Assignment **Forms may be accessed on The Hartford's Employer Portal under the Documents tab.**