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NOTICE OF COMPLIANCE

New Jersey Family Leave Insurance Benefits

Hartford Life and Accident Insurance Company, Hartford, Connecticut, a stock insurance company, hereby gives notice of compliance with the provisions of the Law.

SCHEDULE

New Jersey Family Leave Insurance Benefits are provided for all Covered Employees during periods of Family Leave as follows:

ELIGIBLE CLASSES: All Employees of the Policyholder

WEEKLY BENEFITS: 85 percent of Average Weekly Wage subject to a maximum of \$1,055.

BENEFITS COMMENCE: 1st day of Family Leave or the expiration of any paid sick leave, vacation time or other leave at full pay made available by a Policyholder.

The Policyholder of a Covered Employee may, notwithstanding any other provision of law, permit the Covered Employee, during a period of Family Leave, to use any paid sick leave, vacation time or other leave at full pay made available by the Policyholder before the Covered Employee uses Family Leave Insurance benefits, pursuant to the Law.

A Covered Employee who is entitled to leave under the provisions of the NJ Family Leave Act or the federal Family and Medical Leave Act of 1993 shall take any Family Leave Insurance benefits concurrently with leave taken pursuant to those Acts.

EMPLOYEE CONTRIBUTION: Each Employee covered by the Law will be required to contribute to the cost of benefits in the amount of .09% of Taxable Wages prescribed by law as the amount of worker contribution to the New Jersey State Disability Benefits Fund. The Policyholder will collect the required contribution, if any, by deduction from current Wages, or in the next succeeding pay period, but will not thereafter collect a contribution with respect to Wages previously paid. The Policyholder will contribute to the cost of benefits for Employees.

MAXIMUM PAYMENT DURATION:

- 1) No more than 12 weeks with respect to any one period of Family Leave; or more than 56 days with respect to any one period of Family Leave taken on an intermittent basis, where permitted by applicable Law; and
- 2) No more than 12 weeks of Family Leave during any 12-Month Period; or more than 56 days of Family Leave taken during any 12-Month Period, on an intermittent basis, where permitted by applicable Law.

POLICYHOLDER'S NAME: Inova Health Care Services

POLICY NUMBER: LNJ 698172

DEFINITIONS

AVERAGE WEEKLY WAGE

Average Weekly Wage means:

- 1) the amount derived by dividing a Covered Employee's total Wages earned from the Covered Employee's most recent covered employer during the Base Weeks in the Base Year immediately preceding the calendar week in which a period of Family Leave commenced, or in which the Covered Employee submits an advance claim for benefits pursuant to R.S.43:21-49(a)(3), by the number of such Base Weeks; or
- 2) if the computation in item 1 yields a result which is less than the Covered Employee's Average Weekly Wage in employment with all covered employers during the Base Weeks in the Base Year, then the Average Weekly Wage shall be computed on the basis of Wages from all covered employers during the Base Weeks in the Base Year immediately preceding the week in which the period of Family Leave commences, or in which the Covered Employee submits a claim for benefits.
- 3) with respect to a period of Family Leave for a Covered Employee who has a period of Family Leave immediately after the Covered Employee's own period of disability, the period of disability is deemed, for the purposes of specifying the time of the 52-week period in which Base Weeks or Wages are required to be established for benefit eligibility, to have commenced at the beginning of the period of disability for the Covered Employee's own disability, not the period of Family Leave.
- 4) if there are no Base Weeks in the Covered Employee's employment with all covered employers during the Base Year immediately preceding the week in which the period of Family Leave commences, or in which the Covered Employee submits an advance claim for benefits pursuant to R.S.43:21-49(a)(3), then the Average Weekly Wage shall be computed on the basis of Wages from all covered employer during the Base Year.

BASE WEEK

Base Week means any calendar week during which a Covered Employee earned, in employment from a covered employer, remuneration equal to not less than 20 times the state minimum wage in effect on October 1 of the previous calendar year rounded to the next higher multiple of \$1.00. In the case of a Covered Employee who is laid off or furloughed by a covered employer curtailing operations because of a State of Emergency, any week in which the Covered Employee is separated from employment due to that layoff or furlough, up to a maximum of 13 weeks, shall be regarded as a week which is a Base Week for the purpose of determining whether the Covered Employee becomes eligible for benefits, but shall not be regarded as a Base Week when calculating the Average Weekly Wage.

Benefits, contribution and wages are as follows:

Weekly Benefit Amount Maximum	\$1,055 per week
Taxable Wage Base	\$161,000
Base Week Amount	\$283
Alternative Wages	\$14,200

BASE YEAR

Base Year means the first four of the last five completed Calendar Quarters immediately preceding the period of Family Leave; except that, if the Covered Employee does not have sufficient qualifying weeks or wages in that base year to qualify for benefits, the Covered Employee shall have the option of designating that the Covered Employee's base year shall be the "alternative base year," which means the last four completed Calendar Quarters immediately preceding the period of Family Leave; and except that if the Covered Employee also does not have sufficient qualifying weeks or wages in the last four completed Calendar Quarters immediately preceding the period of Family Leave, "alternative base year" means the last three completed Calendar Quarters immediately preceding the Covered Employee's benefit year and, of the Calendar Quarter in which the period of Family Leave commences, the portion of the quarter which occurs before the commencing period of Family Leave.

CALENDAR QUARTER

Calendar Quarter means a period of three consecutive calendar months ending on March 31, June 30, September 30 or December 31.

CHILD

Child means a biological, adopted, or foster Child, stepchild or legal ward of a Covered Employee, Child of a Domestic Partner of the Covered Employee or Child of a Civil Union partner of the Covered Employee, including a Child who becomes the Child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

CIVIL UNION

Civil Union means a Civil Union formed in New Jersey. Civil Union also includes same-sex partnerships from other jurisdictions which provide substantially all of the rights and benefits of marriage.

COVERED EMPLOYEE

Covered Employee means any covered individual as defined by the Law with respect to a period of family temporary disability leave, who is in employment as defined by the Law, for which the individual is entitled to remuneration from a covered employer, or who has been out of such employment for less than 2 weeks, and is eligible for benefits pursuant to The Policy.

DOMESTIC PARTNER

Domestic Partner means a Domestic Partner under New Jersey Law and includes a same-sex partner in a relationship formed in another jurisdiction which provides some, but not all of the rights and responsibilities of marriage.

EMPLOYEE

Employee means a New Jersey employee who works for the Policyholder, is subject to the Law, and is covered by The Policy. No Employee is eligible for benefits under The Policy unless the Employee has, within the Base Year preceding the week in which the leave commenced, or within the Base Year preceding the week in which the Employee submits an advance claim for benefits pursuant to the Law, established at least 20 Base Weeks or earned not less than 1,000 times the NJ minimum wage.

FAMILY LEAVE

Family Leave means leave taken by a Covered Employee from work with the Policyholder to:

- 1) participate in the providing of care for a Family Member of the Covered Employee made necessary by a Serious Health Condition of the Family Member;
- 2) be with a Child during the first 12 months after the Child's birth, if the Covered Employee, or the Domestic Partner or Civil Union partner of the Covered Employee, is a biological parent of the Child, or the first 12 months after the Child's Placement for Adoption or foster care with the Covered Employee;
- 3) engage in activities for which unpaid leave may be taken pursuant to the New Jersey Security and Financial Empowerment Act on the Covered Employee's behalf or to assist a Family Member of the Covered Employee; or
- 4) in the event of a State of Emergency declared by the President of the United States or Governor of New Jersey, or when indicated to be needed by the New Jersey Commissioner of Health, or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, provide in-home care or treatment of the Covered Employee's Family Member as allowed under the Law; and

which is payable to the Covered Employee consistent with the Law and the terms and condition of The Policy.

Family Leave does not include any period of time in which a Covered Employee is paid benefits pursuant to P.L.1948, c. 100 (C:43:21-25 et seq.) because the Covered Employee is unable to perform the duties of the Covered Employee's employment due to the Covered Employee's own disability.

FAMILY MEMBER

Family Member means a Child, spouse, Domestic Partner, Civil Union Partner, Parent of a Covered Employee, siblings, grandparents, grandchildren, parents-in-law, and others related by blood or relationship equivalent to a family relationship.

HEALTH CARE PROVIDER

A Health Care Provider means any person licensed under federal, state or local law or the law of a foreign nation, to provide health care services; or any other person who has been authorized to provide health care by a licensed Health Care Provider.

Health Care Provider means a Health Care Provider as defined in the "Family Leave Act", P.L. 1989, c.261 (C:34:11B-1 et seq.) and any regulations adopted pursuant to that act.

LAW

Law means New Jersey Temporary Disability Benefits Law.

PARENT OF A COVERED EMPLOYEE

Parent of a Covered Employee means a biological parent, foster parent, adoptive parent or step-parent of the Covered Employee or a person who was a legal guardian of the Covered Employee when the Covered Employee was a Child or who became the parent of the Covered Employee pursuant to a valid written agreement between the parent and a gestational carrier.

PLACEMENT FOR ADOPTION

Placement for Adoption means the time when a Covered Employee adopts a Child or becomes responsible for a Child pending adoption by the Covered Employee.

PLAN JURISDICTION

Whether an Employee is covered by the state plan or The Policy shall be determined based on:

- 1) the coverage provided by the employer at the time of the first claim or Reestablished Claim is filed; or
- 2) where the Employee has become unemployed within the 14 days immediately preceding the claim, the Employee's most recent employer at the time the first claim or Reestablished Claim is filed.

REESTABLISHED CLAIM

Reestablished Claim means a claim for Family Leave insurance benefits filed subsequent to a first claim within the same 12-Month Period, which claim is either a claim for a different care recipient or a claim during or following employment with a different covered employer.

SERIOUS HEALTH CONDITION

Serious Health Condition means an illness, injury, impairment or physical or mental condition which requires:

- 1) inpatient care in a hospital, hospice or residential medical care facility, or
- 2) continuing medical treatment or continuing supervision by a Health Care Provider.

During a State of Emergency declared by the President of the United States or Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, Serious Health Condition shall also include an illness caused by an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease, which requires in-home care or treatment of a Family Member of a Covered Employee due to:

- 1) the issuance by a healthcare provider or the commissioner or other public health authority of a determination that the presence in the community of a Family Member may jeopardize the health of others; and
- 2) the recommendation, direction, or order of the provider or authority that the Family Member be isolated or quarantined because of suspected exposure to the communicable disease.

STATE OF EMERGENCY

State of Emergency means a natural or man-made disaster or emergency for which a state of emergency has been declared by the President of the United States or the Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

THE COMPANY

The Company means Hartford Life and Accident Insurance Company.

THE POLICY

The Policy means the policy issued to the Policyholder by The Company under the Policy Number shown on the face page.

12-MONTH PERIOD

12-Month Period means, with respect to a Covered Employee who establishes a valid claim for Family Leave Insurance Benefits during a period of Family Leave, the 365 consecutive days that begin with the first day that the Covered Employee first established the claim.

WAGES

Wages mean all compensation payable by covered employers to Covered Employees for personal services, including commissions and bonuses and the cash value of all compensation payable in any medium other than cash.

TO EMPLOYEES

NEW JERSEY FAMILY LEAVE INSURANCE BENEFITS

If a Covered Employee becomes eligible for New Jersey Family Leave Insurance Benefits, The Company will pay Family Leave benefits.

Class: ALL COVERED EMPLOYEES OF THE POLICYHOLDER	Maximum Weekly Benefit: 85 percent of your Average Weekly Wage subject to a maximum of \$1,055
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Benefit payments will be rounded to the next higher multiple of \$1.00 if not already a \$1.00 multiple. Benefits will not be paid:

- 1) for more than 12 weeks with respect to any one period of Family Leave, or more than 56 days with respect to any one period of Family Leave taken on an intermittent basis, where permitted by applicable Law; and
- 2) for more than 12 weeks of Family Leave during any 12-Month Period, or more than 56 days of Family Leave taken during any 12-Month Period, on an intermittent basis, where permitted by applicable Law;
- 3) for any period of Family Leave which did not commence while the Employee was a Covered Employee;
- 4) for any period of Family Leave for a Serious Health Condition of a Family Member of the Employee during which the Family Member is not receiving inpatient care in a hospital, hospice or residential medical care facility or is not subject to continuing medical treatment or continuing supervision by a Health Care Provider, who, when requested by The Company, shall certify within the scope of the provider's practice, the Serious Health Condition of the Family Member, the probable duration thereof, and, where applicable, the medical facts within the provider's knowledge;
- 5) for any period the Employee is disabled due to willfully and intentionally self-inflicted injury, or due to injury sustained in the perpetration by the Employee of a crime of the first, second, third or fourth degree, or for any period during which the Employee would be qualified for unemployment compensation benefits for gross misconduct under subsection (b) of R.S.43:21-5;
- 6) for any period during which the Employee performs any work for remuneration or profit except with the Employee has more than one covered employer, the Employee has the option of claiming benefits for Family Leave taken from one covered employer based on the Wages paid by that covered employer, on the condition that the Employee does not during the period for which the Family Leave benefits are paid, increase the amount of employment time with any other covered employer;
- 7) in a weekly amount which together with any remuneration the Employee continues to receive from the employer would exceed his or her regular weekly Wages immediately prior to Family Leave;
- 8) for any period during which the Employee would be disqualified for unemployment compensation benefits under the New Jersey Unemployment Compensation Law due to a labor dispute, unless the Family Leave commenced prior to such disqualification; or
- 9) for any period during which the Employee receives any paid sick leave, vacation time or other leave at full pay from the Policyholder.

NON-DUPLICATION OF BENEFITS

No benefits will be required or paid under The Policy for any period with respect to benefits paid or payable under any unemployment compensation or similar law, or under any disability or cash sickness benefit or similar law, of this state or of any other state or of the federal government.

However, if benefits are paid under another state's disability benefit law or under a disability or cash sickness program as provided by the Jones Act, the amount paid under The Policy will be reduced by the amount paid concurrently under the other law or the Jones Act. No benefits will be required or paid for any period with respect to which benefits, other than benefits for permanent partial or permanent total disability previously incurred, are paid or payable on account of disability under any workers' compensation law, occupational disease law or similar legislation, of this state or of any other state or of the federal government.

However, if an Employee is eligible for benefits and their claim for temporary disability is contested and delayed, the Employee shall be paid until and unless the Employee receives the contested and delayed compensation. The state fund or the private plan may be entitled to subrogation if an Employee received workers' compensation benefits, other than those for permanent partial or permanent total disability previously incurred, and if the Employee received payment from workers' compensation as well as benefits from the state fund or private plan.

If the Employee received a settlement from workers' compensation which is less than the amount that the Employee was eligible to receive under the Law and it is for the same illness or injury, the Employee is entitled to receive disability benefits, reduced by the amount from the settlement. The state fund or a private plan seeking to recover any amount of disability benefit payments from a workers' compensation award shall be required to demonstrate that the recovery is in compliance with the Law.

Disability benefits required under the Law will be reduced by the amount paid concurrently under any governmental or private retirement, pension or permanent disability benefit or allowance program to which his or her most recent employer contributed on his behalf.

CLAIM PROCEDURES

NOTICE OF CLAIM

An Employee must give The Company, or any authorized agent of The Company, written notice of claim within 30 days after the commencement of the period of Family Leave. If notice cannot be given within that time required, it may be given as soon as reasonably possible. Notice must provide sufficient information to properly identify the Employee.

CLAIM FORMS

When The Company receives a notice of claim, forms will be sent to the Employee for providing The Company proof of loss. If the Employee does not receive the forms within 15 days after The Company receives Notice of Claim, the Employee may submit any other written proof which fully describes the nature and extent of the claim.

PROOF OF LOSS

Written proof of loss must be sent to The Company within 30 days after the commencement of the period for which The Company is liable. When requested, such proof shall include certification of disability of the Family Member by the attending physician or a record of hospital confinement, or such other proof of the need for Family Leave as is permitted by Law. If proof is not given by the time it is due, the claim will not be affected if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible.

ADVANCE CLAIM SUBMISSION

If an Employee knows of an anticipated period of Family Leave in advance, the Employee may provide Proof of Loss prior to, but not more than 60 days before, the date the period of Family Leave is expected to commence. If satisfactory Proof of Loss has been provided, The Company will initiate benefit payment as of the Benefit Commence date.

If The Company is unable to make a determination on the Employee's claim, the Employee will be advised prior to the first date of Family Leave as to what additional information is needed and given the opportunity to resubmit their claim. If Proof of Loss is provided less than 30 days before the period of Family Leave commences, The Company will initiate benefit payment within 30 days of receipt of satisfactory Proof of Loss.

PAYMENT OF CLAIM

Benefits payable under The Policy for loss of time will be payable:

- 1) not more than 60 days after receipt of proof; and
- 2) not later than at the expiration of each period of 30 days.

Any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of such proof.

All claims are payable to the Covered Employee. If the Covered Employee dies, upon receipt of a completed first claim form accompanied by an affidavit executed by such persons discharging the obligation of The Company and the Policyholder to the extent of such payment, claims will be paid to:

- 1) a surviving spouse, Domestic Partner, or Civil Union partner; or
- 2) if there is no surviving spouse, Domestic Partner, or Civil Union partner, the Covered Employee's estate.

OVERPAYMENT RECOVERY

An overpayment occurs when The Company determines that the total amount The Company has paid in benefits is more than the amount that was due to the Employee under The Policy.

Pursuant to the Law, if the overpayment results because of an error made by the Policyholder, Physician, or The Company, and the Employee did not knowingly misrepresent or withhold any material fact to obtain the benefits, the following limits apply:

- 1) the amount withheld from any subsequent benefit check shall be an amount not greater than 50% of the amount the check; and
- 2) any repayments of overpayments will be waived in cases where the Employee is permanently disabled or deceased.

LEGAL ACTIONS

Legal actions cannot be taken against The Company:

- 1) sooner than 60 days after due proof of commencement of leave has been furnished; or
- 2) after 3 years after the time written proof of commencement of leave is required to be furnished according to the terms of The Policy.

This does not affect an Employee's right to appeal under the Law.

PROTECTION FROM RETALIATION

Pursuant to the Law, the Policyholder shall not discharge, harass, threaten, or otherwise discriminate or retaliate against an Employee with respect to the compensation, terms, conditions, or privileges of employment on the basis that the Employee requested or took any Family Leave Insurance Benefits. Any such violation allows the Employee to bring a civil action in New Jersey Superior Court for any remedies and relief allowable by law.

RIGHT OF APPEAL

An Employee may within 1 year of the start of a claim file a written complaint with:

New Jersey Department of Labor and Workforce Development
Division of Temporary Disability Insurance
Private Plan Compliance Section
P.O. Box 957
Trenton, NJ 08625-0957

THE COMPANY'S RIGHT TO EXAMINATION

A Covered Employee claiming benefits under The Policy to provide care for a Family Member with a Serious Health Condition shall, if requested by The Company, have the Family Member submit to an examination by a Health Care Provider as designated by The Company. The examinations shall not be more frequent than once a week, shall be made without cost to the Covered Employee or the Family Member and shall be held at a reasonable time and place. Refusal of the Family Member to submit to an examination requested pursuant to this subsection shall disqualify the Covered Employee from all benefits for the period in question, except from benefits already paid.

GUARANTEE CLAUSE

The benefits payable to each Covered Employee under The Policy shall be at least equal, in both weekly amount and duration, to those which would be payable to the Covered Employee under the state plan, but for their inclusion in this New Jersey Family Leave Insurance Benefit Policy.

This notice must be posted conspicuously in and about the Policyholder's place of business.