

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
P.O. Box 2999
Hartford, CT 06104-2999
NAIC Number 70815



Hartford Life

GROUP INSURANCE APPLICATION

Application is hereby made to Hartford Life and Accident Insurance Company ("HLA") on the basis of the information contained in this application, the group risk specifications, the enrollment data, and available experience data. The application in its entirety, and any required additional information, is subject to Home Office approval before insurance can become effective.

If this application is approved by HLA's Home Office, it will be attached to and made part of the Group Policy(ies). Insurance will become effective on the requested effective date shown below, unless HLA sends written notice of a different effective date.

If this application is not approved by HLA's Home Office, no insurance is in effect at any time, and any deposit premium HLA has received will be returned.

This application is made with the following deposit premium. The premium amount is estimated, as the amount due for the first month, and will be applied toward the first premium on the proposed Group Policy(ies): \$ _____

If any insurance requires employee contributions, any underwriting requirements for enrollment must be met before insurance can become effective.

Requested effective date: 2/1/09

Coverages being applied for:

☒ Life ☒ AD&D ☐ Short Term Disability ☒ Long Term Disability
☐ Other: _____

[W-2 Services Option (for Short Term Disability and Long Term Disability coverage only)]

- ☒ Option 1: Withhold state and federal income taxes, and the employee's portion of FICA. Prepare and file W-2 Forms.
☐ Option 2: Withhold federal income taxes, and the employee's portion of FICA. Applicant waives W-2 Forms services.

A detailed description of the W-2 services elected by applicant pursuant to this application will be sent to the applicant via mail. Such services will be performed in accordance with the above election and established standard procedures.]

Are there any companies that are subsidiaries or affiliates of the applicant, which are also to be insured? If yes, please furnish a listing, giving the name, address, effective date of coverage, and number of employees for each such company ☒ Yes ☐ No

[Is the benefit plan, for which insurance is being requested, subject to the requirements of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended? ☐ Yes ☒ No

If yes, identify the Plan Number: _____]

Sales Representative for HLA: JACOB BROUWER

Regional Office: _____

Name of Agent/Broker: JOHN E. RYAN / WELLS FARGO INSURANCE SERVICES

For Applicant: CITY OF FORT WAYNE

Legal Name of Entity

Patricia R. Reller

Signature

Patricia Reller - Controller

Name and Title of Authorized Signer

1/15/09

Date

35-6001029

Employer Tax ID No.

GR-12100-0 HLA (L/D)

Please see the enclosure for important information on disclosure

**Tax Service Agreement
Long Term Disability (LTD)**



POLICYHOLDER NAME CITY OF FORT WAYNE

EFFECTIVE DATE OF REQUEST (current or future date only) 2/1/09

By completing the following agreement, you authorize The Hartford* to report, withhold and deposit the taxes described below.

A. STANDARD TAX SERVICES

- The Hartford will withhold and deposit applicable or properly elected additional federal income taxes as well as applicable Employee FICA taxes from disability benefits/sick pay, and make timely filings with the appropriate governmental agencies.
- The Hartford will deposit the taxes using The Hartford's tax identification number and will timely notify Policyholder of these payments.
- The Hartford assumes no responsibility for the Policyholder's share of FICA (unless elected below).
- The Hartford assumes no responsibility for any other payroll or employment related tax, fee, premium or the like including Federal Unemployment Insurance (FUTA) and State Unemployment Insurance (SUTA), State Disability Insurance, State or Local Occupational Taxes, other jurisdictional taxes such as municipal, city or county taxes, or any Workers' Compensation Tax which may be applicable to the disability benefits The Hartford is paying.
- The Hartford will prepare and deliver to Policyholder annual summary reports of benefits paid.

B. W-2 SERVICES (select one)

- ☒ Policyholder authorizes The Hartford to prepare Forms W-2 for payees and file Federal and State Information returns reporting disability benefits/sick pay
- In addition to providing Standard Tax Services defined above, The Hartford will also withhold and deposit applicable or properly elected additional state income taxes from employee's disability benefit/sick pay and make timely filings with the appropriate governmental agencies.
 - The Hartford will postmark by January 31st of each year, or such other date required by law, Forms W-2 containing sick pay information to payees and make information return filings in accordance with Federal and State requirements regarding income tax, Social Security, and Medicare tax.
 - The Hartford will issue Forms W-2 using The Hartford's tax identification number
 - If the Policy is terminated, The Hartford will continue to provide Forms W-2 and make information return filings for disability benefits/sick pay payments on all claims incurred prior to termination of the Policy.
- ☐ Policyholder declines The Hartford service to prepare Forms W-2 for payees or file Federal and State Information returns reporting disability benefits/sick pay. The Hartford will provide Policyholder by January 15th of each year the information required by Federal law to enable Policyholder to prepare Forms W-2 for its employees.

If Policyholder declines W2 services, FICA Match Service may not be selected below.

*The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life Insurance Company, Hartford Life and Accident Insurance Company and its administrative services company Hartford Comprehensive Employee Benefit Services Company, and any of their parents, affiliates, subsidiaries and/or third contractors. Policies sold in New York are underwritten by Hartford Life Insurance Company. Home Office of both companies is Simsbury, CT.

C FICA MATCH SERVICE (W-2 Services must be selected above if Policyholder authorizes FICA Match Services.)

- ☒ Policyholder authorizes The Hartford to prepare Forms W-2 as selected in section B, and to pay Policyholder's share of FICA taxes (FICA Match Service).
- ☐ Policyholder declines The Hartford's FICA Match Service and will report and deposit its share of any FICA tax withheld from LTD benefits paid, if applicable.

D. HOW TAX SERVICES APPLY TO POLICYHOLDER'S LOCATIONS, DIVISIONS, OR EMPLOYEE CLASSES

Tax Services selected under sections B and C of this agreement apply to all locations, divisions and/or classes of the Policyholder. ☒ Yes ☐ No

If no, the Policyholder must provide the Hartford with a listing of all locations, divisions and/or classes that will have Tax Services that differ from the selections under Sections B and C of this agreement.

E. GENERAL PROVISIONS

1. Changing Selected Tax Services

This Agreement may be terminated by either party by giving 60 days prior written notice to the other party.

Policyholder agrees that any service change regarding Forms W-2 must be requested in writing on or before November 15th of the current tax year. Any change in W-2 Services after November 15th may result in Employees receiving Forms W-2 after January 31st or possible duplicate forms issued from both The Hartford and Policyholder.

Policyholder agrees that any service change regarding Employer FICA Match service will be effective on January 1st following the date on which a new Tax Service Agreement has been signed and submitted to The Hartford.

2. Accurate and Timely Information

Policyholder agrees to provide The Hartford with accurate and timely information to provide selected tax services, including information to determine the taxable portion of the benefits. Submission of incorrect taxable portion of benefits by the Policyholder which later requires The Hartford to retroactively correct claimant net benefits may result in fees payable to The Hartford to cover reasonable processing.

3. Hold Harmless

Policyholder agrees to indemnify and hold The Hartford harmless from any and all liability, including but not limited to fines or penalties that may result from erroneous, incomplete, or untimely information provided by Policyholder to The Hartford in connection with The Hartford's performance of its duties under this Agreement.

CITY OF FORT WORTH
Legal Name of Entity

Patricia Rolles
Signature

1/15/09
Date

Patricia Rolles - Controller
Name and Title of Authorized Signer

*The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life Insurance Company, Hartford Life and Accident Insurance Company and its administrative services company Hartford Comprehensive Employee Benefit Services Company, and any of their parents, affiliates, subsidiaries and/or third contractors. Policies sold in New York are underwritten by Hartford Life Insurance Company. Home Office of both companies is Simsbury, CT.



Name of Policyholder: CITY OF FORT WAYNE

Policy Number:
GL/GLT-677686

Policy Effective Date:
February 1, 2009

Place of Delivery:
Indiana

Anniversary Date:
February 1 of each year, beginning in 2010

Premium Due Dates:
Monthly, on the first day
of each policy month

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
200 Hopmeadow Street, Simsbury, Connecticut 06089
(A stock insurance company, herein called The Company)
will pay benefits according to the terms and conditions of The Policy.

Signed for The Company:

Richard G. Costello, *Secretary*

John C. Walters, *President*

TEN DAY RIGHT TO EXAMINE POLICY

The Company urges you to examine this policy closely. If you are not satisfied with it, you may send it back to The Company for any reason within 10 days after the date you receive it. If so returned, your insurance will be canceled, and any premium paid will be refunded in full.

Countersigned by.....
Licensed Resident Agent or Registrar

Table of Contents

Schedule of Insurance
Premiums
Policy Provisions
Incorporation Provision

SCHEDULE OF INSURANCE

The Schedule(s) of Insurance for The Policy benefits listed below are shown in the Certificate(s), as Incorporated into The Policy.

- 1) Basic Life Insurance
- 2) Supplemental Life Insurance
- 3) Dependent Life Insurance
- 4) Long Term Disability Insurance
- 5) Accidental Death and Dismemberment Benefits
- 6) Supplemental Dependent Accidental Death and Dismemberment Benefit

The Schedule(s) of Insurance will control the:

- 1) benefit amounts and maximum limits;
- 2) eligibility and effective date requirements; and
- 3) other schedule amounts and limits;

which apply to the employees of the Policyholder.

PREMIUM PROVISIONS

Initial Monthly Premium Rates

The initial monthly premium rates to be charged for employee Coverage and/or child/spouse coverage, if applicable are shown on the following page(s).

The first premium is due and payable on the effective date of The Policy. Subject to The Policy's grace period provision, all premiums after the first must be paid when or before they are due.

Premiums are based on the Employee's age on his or her effective date and on each January 1st thereafter.

For Long Term Disability Benefits, the amount of an employee's Earnings which is disregarded in determining his Monthly Benefit because of the Maximum Monthly Benefit limitation will also be disregarded in determining the amount of the total insured payroll.

The Initial Monthly Premium Rates may be converted as follows:

To Convert Rates to:	Use a Conversion Factor of:
-- annual rates	11.8227
-- semi-annual rates	5.9557
-- quarterly rates	2.9852

Grace Period

The Company will allow the Policyholder a 45 day grace period for the payment of all premiums after the first. During this 45 day period, The Policy will stay in force. If the owed premium is not paid by the 45th day, The Policy will automatically terminate. If the Policyholder gives The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date. Premium is due for each day The Policy is in force.

Monthly Premium Rate Guarantee

Initial Monthly Premium rates are guaranteed as follows:

Benefit	Rate Guarantee Period
Long Term Disability Benefits	until February 1, 2012
Basic Life Insurance	until February 1, 2012
Supplemental Life Insurance	until February 1, 2012
Supplemental Dependent Life Insurance	until February 1, 2012
Basic Accidental Death, Dismemberment and Loss of Sight Benefit	until February 1, 2012
Supplemental Accidental Death, Dismemberment and Loss of Sight Benefit	until February 1, 2012

The Company has the right to change premium rates on any premium due date if:

- 1) written notice is delivered to the Policyholder's last address on record; and
- 2) the change is effective at least 31 days after the date of notice.

The Rate Guarantee supersedes only those provisions appearing elsewhere in this policy which give The Company the right to change the premium rates, and then, only for the period of time for which the rates are guaranteed. However, The Company may change the premium rates during the Rate Guarantee period if there is a change in the Group Policy or if there is a 10% increase or decrease in the number of insured employees, or if the Policyholder adds or deletes a subsidiary or affiliated business entity. The Company may also change the premium rates during the Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee in no way affects, amends or supersedes any other provision in The Policy.

PREMIUM PROVISIONS

Calculation

Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after The Policy is in force, the premium charges will begin on:

- 1) the day the coverage is effective, if it is also the first day of a policy month; or
- 2) the first day of the next policy month.

For insurance which is terminated, premium charges will stop as of the first day of the next policy month.

With respect to Dependent Life Insurance only, the premium rate per Dependent Unit or per \$1,000 of insurance, whichever is applicable, will be based on actuarial assumptions, due to the difficulty in obtaining the ages of all Dependents who are covered under this benefit. The actuarial assumptions will produce, in the opinion of The Company, the same total amount of premium as would be obtained by the use of the actual ages of the Dependents covered.

Premiums may be calculated by any other method which both The Company and the Policyholder agree to in writing.

Premium Payments

Premium payments are due and payable in full to a place designated by The Company or, with respect to the initial premium payment, premium payments may be made to an authorized agent of The Company. Payment of premiums for a period before it is due will not guarantee the insurance for that period.

Experience Rating

If The Policy is experience rated, any credit amount due the Policyholder will be allowed on the Policy Anniversary Date and, at the Policyholder's request, will be:

- 1) paid to the Policyholder in cash;
- 2) used to reduce the Policyholder premiums; or
- 3) used to provide additional insurance for Covered Persons.

Any credit amount shall be determined by the rating plan or plans used by The Company.

PREMIUM SCHEDULE

Long Term Disability Benefits: \$.43 per \$100 of covered payroll

Basic Life Insurance: \$.37 per \$1,000

Supplemental Life Insurance: for each \$1,000 of Supplemental Life Insurance the monthly premium rate shall be determined in accordance with the employee's age as follows:

Employee Age	Rate
Less than 25	\$.07
25 - 29	\$.07
30 - 34	\$.07
35 - 39	\$.11
40 - 44	\$.17
45 - 49	\$.28
50 - 54	\$.50
55 - 59	\$.82
60 - 64	\$1.09
65 - 69	\$1.70
70 - 74	\$3.00
75 or over	\$4.94

Supplemental Dependent Life Insurance:

FORT WAYNE SUPP DEP LIFE ONLY:

Spouse: for each \$1,000 of Supplemental Dependent Life Insurance the monthly premium rate shall be determined in accordance with the employee's age as follows:

Employee Age	Rate
Less than 25	\$.07
25 - 29	\$.07
30 - 34	\$.07
35 - 39	\$.11
40 - 44	\$.17
45 - 49	\$.28
50 - 54	\$.50
55 - 59	\$.82
60 - 64	\$1.09
65 - 69	\$1.70
70 - 74	\$3.00
75 or over	\$4.94

Child(ren): \$.07 per \$1,000 unit

FORT WAYNE SUPP DEP LIFE/AD&D:

PREMIUM SCHEDULE

Spouse: for each \$1,000 of Supplemental Dependent Life Insurance the monthly premium rate shall be determined in accordance with the employee's age as follows:

Employee Age	Rate
Less than 25	\$.07
25 - 29	\$.07
30 - 34	\$.07
35 - 39	\$.11
40 - 44	\$.17
45 - 49	\$.28
50 - 54	\$.50
55 - 59	\$.82
60 - 64	\$1.09
65 - 69	\$1.70
70 - 74	\$3.00
75 or over	\$4.94

Child(ren): \$.10 per \$1,000 unit

Spouse AD: \$.03 per \$1,000

Basic Accidental Death & Dismemberment and Loss of Sight Benefit: \$.03 per \$1,000

Supplemental Accidental Death & Dismemberment and Loss of Sight Benefit: \$.03 per \$1,000

POLICY PROVISIONS

Entire Contract

The contract between the parties consists of:

- 1) The Policy;
- 2) any certificates incorporated and made a part of The Policy;
- 3) any riders issued in connection with such certificates;
- 4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued; and
- 5) any individual Application submitted by the Employee and accepted by The Company in connection with The Policy.

All statements made by the Policyholder or persons insured under The Policy will be deemed representations and not warranties. No statement made to effect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary.

Incontestability

Except for non-payment of premium, the insurance provided by The Policy cannot be contested after such insurance has been in effect for a period of 2 years. This provision will only apply to the Life Insurance Benefits under The Policy.

Changes

The Company reserves the right to make changes in The Policy, after The Policy has been in force for 12 months. The Company will give the Policyholder 31 days advance written notice of any change. No agent has authority to change or waive any part of The Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of The Policy.

Clerical Error

Clerical error (whether by the Policyholder, the Plan Administrator, or us) in keeping the records having to do with The Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by The Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and The Policy.

Conformity with Law

If any provision of The Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law. If any change to state or federal law, including but not limited to the Federal Social Security Act, affects The Company's liability under The Policy, The Company may change The Policy, the premiums or both. Such change:

- 1) will be effective as of the date of the change to the state or federal law; and
- 2) will not be made until The Company gives the Policyholder 31 days notice.

Termination of Policy

The Company may terminate The Policy for the following reasons by giving the Policyholder 31 days written notice:

- 1) The Policyholder fails to furnish any information which The Company may reasonably require;
- 2) The Policyholder fails to perform any of his other obligations pertaining to this policy;
- 3) Less than 100% of the persons eligible for coverage on a Non-contributory Basis are insured;
- 4) Less than 75% of the persons eligible for coverage on a Contributory Basis are insured; or
- 5) Fewer than 10 persons are insured.

In addition, The Company may terminate this policy on any premium due date after The Policy has been in force for 12 months by providing 31 days written notice.

The Company reserves the right to terminate Dependent Life Insurance Benefits on any premium due date on which:

- 1) there are fewer than 10 persons insured for Dependent Coverage; or
- 2) less than 75% of the persons eligible for Dependent Coverage on a Contributory Basis are insured.

The Company shall give the Policyholder 31 days notice of its intent to terminate the Dependent Life Insurance Benefit.

POLICY PROVISIONS

Certificates

The Company will give individual certificates to:

- 1) the Policyholder; or
 - 2) any other person according to a mutual agreement among the other person, the Policyholder, and us;
- for delivery to persons covered under The Policy and which will explain the important features of The Policy.

Data To Be Furnished

The Policyholder, or any other person designated by the Policyholder, will give The Company all information The Company needs regarding matters pertaining to the insurance. At any reasonable time while The Policy is in force and for 12 months after that, The Company may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this policy.

The Policyholder will, upon our request, give us:

- 1) the names of all persons initially eligible for coverage;
- 2) the names of all additional persons who become eligible for coverage;
- 3) the names of all persons whose amount of insurance is to be changed;
- 4) the names of all persons whose eligibility or insurance is terminated; and
- 5) any data necessary to administer the insurance provided by The Policy.

Simplified medical underwriting is subject to certain participation levels.

If the Policyholder gives The Company any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

Right to Audit

The Company reserves the right to audit, once every 2 years, the Policyholder's billing records and premium accounting practices. If The Company discovers:

- 1) an underpayment of premium by the Policyholder, the Policyholder will be obligated to remit, in a timely manner, the underpayment amount; or
- 2) an overpayment of premium, The Company will return any overpayment amount in a timely manner; for the previous 2 year period.

Not in Lieu of Worker's Compensation

This Policy does not satisfy any requirement for worker's compensation insurance.

Time Period

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

INCORPORATION PROVISION

The Certificate(s) of Insurance and Riders listed below are attached to, incorporated in and made a part of, this Policy.

Certificate of Insurance

GBD-1100 A.1 (677686) GL 1.07

GBD-1100 A.1 (677686) GL 2.05

GBD-1100 A.1 (677686) GL 3.03

GBD-1100 A.1 (677686) GL 4.03

GBD-1100 A.1 (677686) GL 5.02

GBD-1200 A.1 (677686) GLT 5.02

GBD-1100 A.1 (677686) GL 6.03

GBD-1200 A.1 (677686) GLT 6.03

GBD-1100 A.1 (677686) GL 7.01

Certificate Rider

GBD RIDER A (677686) 1.02

GBD RIDER A (677686) 2.03

GBD RIDER A (677686) 3.03

GBD RIDER A (677686) 4.03

GBD RIDER A (677686) 5.03

GBD RIDER A (677686) 6.03

GBD RIDER A (677686) 7.02

GBD RIDER A (677686) 8.02

GBD RIDER A (677686) 9.02

GBD RIDER A (677686) 10.02

GBD RIDER A (677686) 11.04

GBD RIDER A (677686) 12.02

GBD RIDER A (677686) 13.02

GBD RIDER A (677686) 14.02

The provisions found in the Certificate will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

**Indiana Life and Health Insurance
Guaranty Association Act
Summary Document**

Residents of Indiana who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the Indiana Life and Health Insurance Guaranty Association ("ILHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted in the box below, and is not a substitute for consumers' care in selecting insurers.

DISCLAIMER

The Indiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.** Even if coverage is provided, there are significant limitations and exclusions. Coverage is generally conditional on continued residence in Indiana and is subject to possible change as a result of future amendments and court decisions. Other conditions may also preclude coverage.

You should not rely on availability of coverage under the Indiana Life and Health Insurance Guaranty Association when selecting an insurer. Your insurer and its agents are prohibited by law from using the existence of the Association in selling, soliciting, or inducing you to purchase any form of insurance.

The Indiana Life and Health Insurance Guaranty Association will respond to any questions you may have which are not answered by this document. You may contact the Indiana Life and Health Insurance Guaranty Association as follows:

Indiana Life and Health Insurance
Guaranty Association
251 E Ohio Street, Suite 1070
Indianapolis, IN 46204
(317) 636-8204
www.inlifega.org

or

Indiana Department of Insurance
311 W. Washington Street
Indianapolis, IN 46204
(317) 232-2385
www.in.gov/idoi

The state law that provides for this safety-net coverage is called the Indiana Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverage, exclusions and limits. This summary does not cover all provisions of the law nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

Evidence of compliance will be retained by the insurer until the policy or contract for which the notice is given is no longer in effect.

COVERAGE

Generally, individuals will be protected by the Indiana Life and Health Insurance Guaranty Association if they live in this State and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

(please turn to next page)

POLICIES COVERED

Indiana Life and Health Insurance Guaranty Association provides coverage for certain life, health and annuity insurance policies.

COMPLAINTS AND COMPANY FINANCIAL INFORMATION

A written complaint to allege violation of any provision of Indiana Life and Health Insurance Guaranty Association must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Indianapolis, IN 46204 (317) 232-2385 www.in.gov/idoi. Financial information for an insurance company, if the insurance information is not proprietary, is available at the same address and telephone number. ILHIGA should not be contacted regarding the financial information of an insurance company.

EXCLUSIONS FROM COVERAGE

Persons holding such policies are **NOT** protected by ILHIGA if:

- they are not residents of the State of Indiana;
- the insurer was not authorized to do business in Indiana at the time the policy or contract was issued;
- they are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state;
- the policy or contract is issued by an organization that is not a member of Indiana Life and Health Insurance Guaranty Association.

Indiana Life and Health Insurance Guaranty Association also does **NOT** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- any policy of reinsurance, unless assumption certificates have been issued;
- plans of employers, association or similar entities to the extent they are self-funded or uninsured (that is, not insured by an insurance company, even if an insurance company administers them);
- interest rate yields that exceed an average rate;
- any portion of a policy or contract to the extent that it provides dividends or experienced rating;
- a funding agreement;
- benefit plans or benefit plan's trustee that is not an affiliate of the insurer;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts issued to or in connection with a benefit plan protected by the federal Pension Guaranty Corporation, regardless of whether the federal Pension Benefit Guaranty Corporation has yet been required to make payments with respect to the benefit plan (which give rights to group contractholders, not individuals).
- unallocated annuity contracts or part of an unallocated annuity contract that is not issued to or in connection with a benefit plan or a government lottery.

LIMITS ON AMOUNTS OF COVERAGE

The act also limits the amount that ILHIGA is obligated to pay. ILHIGA cannot pay more than what the insurance company would owe under a policy or contract. Also, with respect to any one life, regardless of the number of policies or contracts with the member insurer, ILHIGA will pay \$300,000 in death benefits but not more than \$100,000 in net cash surrender or withdrawal values; and in the case of health insurance, \$300,000 in health insurance benefits, including net cash surrender or withdrawal values; and with respect to annuities, \$100,000 in the present value of annuity benefits, including net cash surrender or withdrawal values and \$100,000 in the present value of annuity benefits for individuals participating in certain government retirement plans covered by an unallocated annuity contract. The limit for coverage of unallocated annuity contracts other than those issued to

certain governmental retirement plans is \$5,000,000 in benefits per policyholder, regardless of the number of contracts.