



The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

# HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)

## CERTIFICATE OF INSURANCE

**Policyholder: Independent Drivers Guild**  
**Policy Number: AGP-5969**  
**Policy Effective Date: November 1, 2022**  
**Policy Anniversary Date: November 1, 2023**

We have issued The Policy to the Policyholder. Our name, the Policyholder's 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 form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made; however nothing in The Policy invalidates or impairs any rights granted in the certificate. The Policy and certificate are on file with Us at Our home office. The Policy and certificate may be inspected at the office of the Policyholder.

Signed for the Company

Kevin Barnett, Secretary

Jonathan Bennett, President

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### READ YOUR CERTIFICATE CAREFULLY

You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original Certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

*A note on capitalization in this certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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## SCHEDULE OF INSURANCE

### HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

#### DISABILITY INCOME INSURANCE

**POLICYHOLDER:** Independent Drivers Guild

**POLICY NUMBER:** AGP-5969

**CERTIFICATE EFFECTIVE DATE:**

Class 1: November 1, 2022

Class 2: After November 1, 2022, members under age 70, the date You enrolled in The Black Car Fund Drivers Benefit Program

**POLICY AGE LIMIT:** Age 80

#### DISABILITY BENEFIT

**Monthly Benefit:**

In no event will the Monthly Benefit exceed 70% of Your Pre-disability Earnings, or \$1,500.

However, if Your Monthly Benefit is less than \$1,000 per month due to Your Pre-disability Earnings, then the minimum Monthly Benefit under The Policy will be \$1,000 per month.

**Maximum Payment Period:**

For Disability caused by Accident, 1 year

**Elimination Period:**

30 days

**Disabled and Working Benefit:**

See benefit in certificate

Note This Is Not A Premium Notice.

## PERIOD OF COVERAGE

### **Effective Date:**

You will become covered under The Policy on the Certificate Effective Date shown in the Schedule of Insurance.

### **Termination:**

Your coverage will end on the earliest of:

- 1) the date The Policy terminates;
- 2) the date the Policyholder withdraws its sponsorship of, or cancels, The Policy;
- 3) the Premium Due Date on or next following the date:
  - a) You cease to be an active member of the Policyholder; or
  - b) You attain the Policy Age Limit;
- 4) the date You cease to be Actively at Work, except due to disability covered by The Policy; or
- 5) the Premium Due Date any required premium contribution is not made, subject to the Individual Grace Period.

### **Individual Grace Period:**

You will be allowed an Individual Grace Period of 31 days from the Premium Due Date for payment of each premium due after the initial premium. Your insurance will be continued during the Individual Grace Period.

The Individual Grace Period will not continue coverage beyond a date shown in the Termination provision.

### **Extension of Benefits for Disability:**

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

## BENEFITS

### **Disability Benefit:**

If You become Totally Disabled as the result of Injury while covered under The Policy, We will pay the Monthly Benefit due for the period of Total Disability. The period of Total Disability must require the Regular Care of a Physician.

We will not pay benefits for any part of a period of Total Disability that:

- 1) is applied to the Elimination Period; or
- 2) exceeds the Maximum Payment Period.

The Elimination Period and Maximum Payment Period apply separately to each period of Total Disability.

### **Recurrent Disability:**

If You cease to be Totally Disabled and return to work for a total of 14 days or less during the Elimination Period, the Elimination Period will not be interrupted. Except for the 14 days or less that You work, You must be Totally Disabled by the same condition for the total Elimination Period.

Periods of Disability:

- 1) due to the same or related medical causes; and
- 2) separated by less than 6 months during which You are Actively at Work; will be considered one Period of Disability.

Periods of Disability separated by at least 6 months during which You are Actively at Work will be considered separate Periods of Disability.

Benefits during any Period of Disability as the result of more than one Injury will be considered the same as if the disability resulted from only one cause.

**Period of Disability** means a continuous length of time during which You are disabled under The Policy.

**Minimum Monthly Benefit:**

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

**Termination of Payment:**

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician, unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You;
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the last day benefits are payable according to the Maximum Payment Period; or
- 7) the date no further benefits are payable under any provision in The Policy that limits benefit duration.

**Disabled and Working Benefit:**

If You are Disabled and Working, We will pay a Monthly Benefit for each month You are Disabled.

The Disability must begin:

- 1) before You attain age 80; and
- 2) while You are covered under this benefit.

Payment will begin on the first day following the day You have been Disabled and Working for as long as You would have been required to be Totally Disabled in order to have satisfied the Disability Elimination Period, whether or not You are Totally Disabled.

We will not pay for any part of a period that You are Disabled and Working that exceeds the Maximum Payment Period for this Benefit for any one Injury.

To determine the Disabled and Working Monthly Benefit, use the following calculation:

$$(A \text{ divided by } B) \times C = D$$

- A** = Your Pre-disability Earnings less Your Current Monthly Earnings.  
**B** = Your Pre-disability Earnings.  
**C** = The Monthly Benefit payable if You were otherwise Totally Disabled. (Disregard all other income from any employer or for any work when determining this figure).  
**D** = The Disabled and Working Monthly Benefit payable.

If a Disabled and Working Benefit is payable for less than a month, We will pay 1/30 of the Monthly Benefit for each day You are Disabled and Working. This minimum Monthly Benefit will never be less than \$500.00.

The Maximum Payment Period is applied separately to each Disability.

Disabled and Working Benefit payments will cease on the first to occur of:

- 1) the date Your Monthly earnings while You are Disabled and Working exceed 80% of Your Pre-disability Earnings;  
or
- 2) the date You are eligible for benefits under the Disability Benefit due to the same or related causes.

**Disabled and Working** means a Disability that:

- 1) is caused by the same Injury that caused the Total Disability that immediately preceded the period You are Disabled and Working;
- 2) continues while You are performing at least one of the material duties of Your own occupation on either a full-time or part-time basis;
- 3) causes a loss of earnings of at least 20% (and less than 80%); and
- 4) requires the Regular Care of a Physician.

A disability that causes a loss of earnings of 80% or more is considered to be a Total Disability and will be payable under the Total Disability Benefit.

## EXCLUSIONS AND LIMITATIONS

### Exclusions:

This Policy does not cover any Disability or loss caused by:

- 1) illness, accident, treatment or medical condition arising out of:
  - a) war or act of war (whether declared or undeclared); participation in a felony; service in the Armed Forces or units auxiliary thereto;
  - b) suicide, attempted suicide or intentionally self-inflicted injury;
  - c) aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline; or
- 2) pregnancy or childbirth, except Complications of Pregnancy; or
- 3) any Injury for which workers' compensation benefits are provided.

## GENERAL PROVISIONS

### Notice of Claim:

You must give Us, or Our representative, written notice of a claim within 90 days after Disability or loss occurs. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address and the Policy Number.

### Claim Forms:

We or Our representative will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

### Proof of Loss:

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
  - a) the date Your Disability began;
  - b) the cause of Your Disability;
  - c) the prognosis of Your Disability;
  - d) Your Pre-disability Earnings, Current Monthly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
  - e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release:
  - a) medical, employment and financial information; and
  - b) any other information We may reasonably require.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us.

### Additional Proof of Loss:

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with Our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

**Sending Proof of Loss:**

Written Proof of Loss must be sent to Us within 90 days after the start of the period for which We are liable for payment. If proof is not given by the time it is due, it will not affect the claim if:

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

We may request Proof of Loss throughout Your Disability, as reasonably required.

**Claim Payment:**

Payment will be made within 60 days of claim receipt. Periodic benefit payments will be made on a monthly basis after We receive the Proof of Loss satisfactory to Us and will continue while the loss and Our liability continue. We will pay any other benefit due immediately after We receive the Proof of Loss satisfactory to Us.

**Claims to be Paid:**

Payment will be made within 60 days of claim receipt. All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

**Claim Appeal:**

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so You:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our final decision on the claim.

**Overpayment:**

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

**Overpayment Recovery:**

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
  - a) You; and
  - b) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

**Legal Actions:**

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is given; or
- 2) more than 3 years after the date Proof of Loss is required to be given according to the terms of The Policy.

**Insurance Fraud:**

Insurance fraud is a crime. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You and/or the perpetrator insurance fraud.

**Misstatements:**

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

**Physical Examinations and Autopsy:**

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We feel is necessary; and
- 2) to make an autopsy in case of death where it is not forbidden by law.

**Assignment:**

You have the right to absolutely assign Your rights and interest under The Policy. We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

You do not have the right to collaterally assign Your rights and interest under The Policy.

## **DEFINITIONS**

**Actively at Work** means You are performing all the Essential Duties of Your Occupation for wage or profit (at least an average of 10 hours per week).

**Age** means Your attained age as of January 1 of each year.

**Bonuses** means the monthly average of monetary bonuses You received from Your self-employment as a driver over:

- 1) the 1 year(s) period ending immediately prior to the last day You were Actively at Work before You became Disabled; or
- 2) the total period of time You worked as a self-employed driver, if less than the above period.



**Complications of Pregnancy** means a condition requiring hospital confinement whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy, such as:

- 1) acute nephritis or nephrosis;
- 2) cardiac decompensation;
- 3) missed abortion; and
- 4) similar medical and surgical conditions of comparable severity.

Complications of Pregnancy will also include:

- 1) pre-eclampsia;
- 2) placenta previa;
- 3) physician prescribed bed rest for intra-uterine growth retardation, funneling, incompetent cervix;
- 4) termination of ectopic pregnancy;
- 5) spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible; and
- 6) similar medical and surgical conditions of comparable severity.

However, the term Complications of Pregnancy will not include:

- 1) elective Cesarean section;
- 2) false labor, occasional spotting, or morning sickness;
- 3) hyperemesis gravidarum; or
- 4) similar conditions associated with the management of a difficult pregnancy not consisting of a nosologically distinct Complication of Pregnancy.

**Current Monthly Earnings** means monthly earnings You receive from Your self-employment as a driver while You are Disabled and eligible for the Disabled and Working Benefit, including Bonuses, Tips and Tokens, overtime pay or any other fringe benefits or extra compensation.

**Disabled and Working** means that You are prevented by Injury from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis before the Policy Age Limit and as a result, Your Current Monthly Earnings are more than 20%, but are less than 80% of Your Pre-disability Earnings.

**Disability or Disabled** means Total Disability or Disabled and Working Disability.

**Elimination Period** means the number of consecutive days at the beginning of any one period of Total Disability which must elapse before benefits are payable.

**Essential Duty** means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty. However, working more than 50 hours per week is not an Essential Duty.

**Injury** means bodily injury resulting:

- 1) directly from accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

**Monthly Benefit** means a monthly sum payable to You while You are Disabled, subject to the terms of The Policy.

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You or Related to You by blood or marriage.

**Pre-disability Earnings** means the monthly average of earnings from driving as a For Hire Vehicle driver reported as "net earnings from self-employment" for federal income tax purposes for:

- 1) the one full tax year immediately prior to the last day You were Actively at Work before You became Disabled; or
- 2) the total number of calendar months (up to 12) immediately prior the last day You were Actively at Work before You became Disabled, if less than above period.

Pre-disability Earnings includes Bonuses, tips and tokens, but not dividends, capital gains and returns of capital and interest.

**Regular Care of a Physician** means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
  - a) consistent with the diagnosis of the disabling condition;
  - b) according to guidelines established by medical, research, and rehabilitative organizations; and
  - c) administered as often as needed;to achieve the maximum medical improvement.

**Related** means Your spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

**The Policy** means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

**Tips and Tokens** means the monthly average of tips and tokens You received from Your self-employment as a driver over:

- 1) the 1 year(s) period ending immediately prior to the last day You were Actively at Work before You became Disabled; or
- 2) the total period of time You worked as a self-employed driver, if less than the above period.

**Total Disability or Totally Disabled** means disability which, during the Elimination Period and the first 12 months during which Total Disability Benefits are payable, wholly and continuously prevents You from performing the Essential Duties of Your Occupation.

**We, Our, or Us** means the insurance company named on the face page of The Policy.

**Your Occupation** means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

**You or Your** means the person to whom this certificate is issued.