

Customer Privacy Notice
The Hartford Financial Services Group, Inc. and Affiliates*
(herein called “we, our, and us”)

This Privacy Policy applies to our United States Operations

We value your trust. We are committed to the responsible:

- a) management;
- b) use; and
- c) protection;

of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
- b) market our services;

to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;
- c) insurance companies;
- d) administrators; and
- e) service providers;

who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We, and third parties we partner with, may track some of the pages **You** visit through the use of:

- a) cookies;
- b) pixel tagging; or
- c) other technologies;

and currently do not process or comply with any web browser’s “do not track” signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services.

For more information, our Online Privacy Policy, which governs information we collect on our website and our affiliate websites, is available at <https://www.thehartford.com/online-privacy-policy>.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) “opt-out;” or
 - b) “opt-in;”
- as required by law.

We only disclose **Personal Health Information** with:

- a) your authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

Personal Information that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal**

Information include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data; and
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our privacy policies and procedures may be subject to discipline, which may include termination of their employment with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

As used in this Privacy Notice:

Application means your request for our product or service.

Personal Financial Information means financial information such as:

- a) credit history;
- b) income;

- c) financial benefits; or
- d) policy or claim information.

Personal Financial Information may include Social Security Numbers, Driver's license numbers, or other government-issued identification numbers, or credit, debit card, or bank account numbers.

Personal Health Information means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

Personal Information means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

Transaction means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

You means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
 - b) applying for; or
 - c) obtaining;
- a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

If you have any questions or comments about this privacy notice, please feel free to contact us at The Hartford – Consumer Rights and Privacy Compliance Unit, One Hartford Plaza, Mail Drop: HO1-09, Hartford, CT 06155, or at ConsumerPrivacyInquiriesMailbox@thehartford.com.

This Customer Privacy Notice is being provided on behalf of The Hartford Financial Services Group, Inc. and its affiliates (including the following as of February 2023), to the extent required by the Gramm-Leach-Bliley Act and implementing regulations:

1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; Business Management Group, Inc.; Cervus Claim Solutions, LLC; First State Insurance Company; FTC Resolution Company LLC; Hart Re Group L.L.C.; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Distributors, LLC; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford Holdings, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Insurance, Ltd.; Hartford Integrated Technologies, Inc.; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford Management, Ltd.; Hartford Productivity Services LLC; Hartford of the Southeast General Agency, Inc.; Hartford of Texas General Agency, Inc.; Hartford Residual Market, L.C.C.; Hartford Specialty Insurance Services of Texas, LLC; Hartford STAG Ventures LLC; Hartford Strategic Investments, LLC; Hartford Underwriters General Agency, Inc.; Hartford Underwriters Insurance Company; Heritage Holdings, Inc.; Heritage Reinsurance Company, Ltd.; HLA LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lattice Strategies LLC; Maxum Casualty Insurance Company; Maxum Indemnity Company; Maxum Specialty Services Corporation; Millennium Underwriting Limited; MPC Resolution Company LLC; Navigators (Asia) Limited; Navigators Corporate Underwriters Limited; Navigators Holdings (UK) Limited; Navigators Insurance Company; Navigators International Insurance Company Ltd.; Navigators Management Company, Inc.; Navigators Management (UK) Limited; Navigators Specialty Insurance Company; Navigators Underwriting Agency Limited; Navigators Underwriting Limited; New England Insurance Company; New England Reinsurance Corporation; New Ocean Insurance Co., Ltd.; NIC Investments (Chile) SpA; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Property and Casualty Insurance Company of Hartford; Sentinel Insurance Company, Ltd.; The Navigators Group, Inc.; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company; Y-Risk, LLC.



2022 Group Benefits Employer Markets Legislative Notice

Employer Version

Note: The purpose of this Notice is to provide an overview of new laws primarily passed in 2022 that may impact existing Employer Market policies and certificates. These laws may apply to the extent that policyholders have applicable provisions in their contracts. Laws related to Association Market only and insurer business practices are not included in this Notice.

DISCLAIMER: The Hartford provides this Notice for informational purposes only. This Notice includes information that may impact policies issued by The Hartford, but does not constitute legal advice. You should continue to consult your own internal legal and HR resources for guidance on the application of the law(s) cited in this Notice.

Policy Provisions

State and Title: Washington; WA House Bill 1052

(RCW 48.30.150; 48.30.140; 48:30:360 (new))

Effective Date: 6/9/2022

Summary: The WA legislature added a new section to the unfair practices section of the insurance code pertaining to performance standards (guarantees) in insurance contracts, indicating they are not considered illegal rebating of premium provided the performance standards are included in the insurance contract and that the language is filed. Note this requirement does not apply to small groups i.e., 50 lives or less.

Impact: Any insurance contracts (all products) subject to performance guarantee agreements must include the terms of the performance guarantee agreement in the policy.

State and Title: Colorado; CO Reg 3 CCR 702-4-2-40, et al.

Effective Date: 6/14/2022

Summary: The CO Department of Insurance (DOI) updated and adopted new rules relative to minimum standards for limited benefit (excepted benefit) health coverages. The changes that impact policies include updated disclosures to advise that the coverage purchased is a limited benefit health coverage, limits wellness benefits to be included with accident, disability income and hospital indemnity policies and requires wellness benefits to be fully disclosed within the



policy, and identifies prohibited practices restricting certain benefits (sickness) within accident policies and restricts disability income policies from including any loan payment benefits.

Note: The regulation applies to newly filed form series and existing forms filed for provision changes or rate changes.

Impact: Disability Income, Accident Indemnity, Accidental Death and Dismemberment, Hospital Indemnity, Critical Illness

State: Illinois; IL Insurance code 215 ILCS 5/231.1

Effective: 05/06/2022

Summary: The IL insurance code section on group life standard provisions has been updated with additional requirements pertaining to preventing the loss of coverage for active employees when the policy is replacing an in-force policy of a different carrier. If active employment is a condition of insurance, the statute lays out requirements for those benefits remaining in effect if specified conditions outlined in the statute are met.

Impact: Life insurance (Continuity from a Prior Policy provision)

Disclosures/Notices

Guaranty Association Notices:

The purpose of the Life and Health Insurance Guaranty Associations is to provide certain insureds with a limited benefit in the event the insurance company becomes insolvent and can no longer pay claims. Each state provides coverage according to its Life and Health Insurance Guaranty Association laws for certain certificate holders under a group insurance policy. All insurance companies (with limited exceptions) licensed to write life and health insurance or annuities in these states are required, as a condition of doing business in the state, to be members of the Guaranty Association. The Hartford is required by law to provide or make available the Guaranty Association Notice as a means of informing policyholders of the existence and purpose of the Guaranty Association. The following states have made changes to their Guaranty Association coverage limits:

State and Title: North Carolina; NC Regulatory Activity Memorandum dated March 18, 2022

Effective Date: 3/18/2022

Summary: The NC Life and Health Insurance Guaranty Association updated their address, which will require changes to the current guaranty notice.

NOTICE CONCERNING COVERAGE

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. © 2023 The Hartford



LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

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

The North Carolina Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The North Carolina Life and Health Insurance Guaranty Association

4441 SIX FORKS RD STE 106-153

RALEIGH NC 27609-5729 <https://www.nclifega.org/>

North Carolina Department of Insurance, Consumer Services Division 1201 Mail Service Center

Raleigh, North Carolina 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. *On the back of this page* is a brief summary of this law's coverages, 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 guaranty association.



COVERAGE

Generally, individuals will be protected by the life and health 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 or HMO. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- 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 insurer was not authorized to do business in this state;
- Their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.
- They acquired rights to receive payments through a structured settlement factoring transaction

The 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, such as a variable contract sold by prospectus;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed the average rate specified in the law;
- Dividends;
- Experience or other credits given in connection with the administration of a policy by a group contractholder;
- 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 (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.
- A policy or contract commonly known as Medicare Part C, Medicare Part D, Medicaid or any regulations issued pursuant thereto.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out as follows:

- (1) The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.



(2) Except as provided in (3) (4) and (5) below, the guaranty association will pay a maximum of \$300,000 per individual, per insolvency, no matter how many policies or types of policies issued by the insolvent company.

(3) The guaranty association will pay a maximum of \$500,000 with respect to a health benefit plan.

(4) The guaranty association will pay a maximum of \$1,000,000 with respect to the payee of a structured settlement annuity.

(5) The guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.

State and Title: Nevada; NV Regulatory Activity Notice dated January 7, 2022

Effective Date: 7/1/2022

Summary: The Nevada Life and Health Insurance Guaranty Association published a revised version of the Notice

**NOTICE OF PROTECTION PROVIDED BY NEVADA LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION**

Effective On or Before July 1, 2022

This notice provides a **brief summary** regarding the protections provided to policyholders by the Nevada Life and Health Insurance Guaranty Association (“the Association”). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies and health maintenance organizations licensed in Nevada to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is limited and is *not* a substitute for consumers' care in selecting insurers. **Your policy or contract may not be covered, and if covered, there are substantial coverage limitations and exclusions. Further, coverage is dependent on continued residence in Nevada.** Below is a brief summary of the coverages, exclusions, and limits provided by the Association. This summary does not cover all provisions of the law, and the law may change.

COVERAGE

Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in Nevada at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in Nevada.



Amounts of Coverage

For any one life, per company, the coverage protections provided by the Association shall not exceed:

Life Insurance

- Death benefits: \$300,000
- Cash surrender or withdrawal values: \$100,000

Annuities and Structured Settlement Annuities

- Present value of annuity benefits and structured settlement annuities, including cash surrenders or withdrawal values: \$250,000
- Participants in a government retirement plan covered by an unallocated annuity as described by NRS 686.C.035: \$250,000.

Health Insurance

- Disability Income and long-term care insurance, including net cash surrender values: \$300,000
- Health Benefit Plan: \$500,000
- Health insurance, other than disability income, long-term care insurance or Health Benefit Plan: \$100,000

Please note that the maximum protection provided by the Association to an individual for all life insurance, annuities, and structured settlement annuities with one insurer is \$300,000; or for all life insurance, annuities, structured settlement annuities, and benefits for health benefit plans with one insurer, \$500,000, regardless of the number of policies or contracts covering the individual.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The following policies and persons are examples of those excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in Nevada when it issued the policy or contract
- A policy or contract issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or an organization that is only licensed to issue charitable gift annuities
- Persons provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual except for annuities owned by a governmental retirement plan established under section 401, 403(b), or 457 of the Internal Revenue Code
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields exceed an average rate



NOTICES

Member insurers or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. The member insurer and its agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance or coverage offered by a health maintenance organization. You may file a complaint with the Nevada Insurance Commissioner if you believe any provision of the Nevada Life and Health Insurance Guarantee Association law has been violated. To learn more about coverage provided by the Association, please visit the Association's website at www.nvlifega.org, or contact either of the following:

Nevada Life and Health Insurance
Guaranty Association
2377 Gold Meadow Way, Suite 100
Gold River, CA 95670

Nevada Division Insurance
Department of Business and Industry
1818 E. College Pkwy., Suite 103
Carson City, NV 89706

When selecting an insurer, you should not rely on Association coverage. If there is any inconsistency between this notice and Nevada law, Nevada law will control.

State and Title: Texas; TX 28 TAC Ch. 3

Effective Date: 5/11/2022

Summary: The TX Department of Insurance updated their address, which will require changes to the current guaranty notice.

How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

- **Accident, accident and health, or health insurance (including HMOs):**
 - Up to \$500,000 for health benefit plans, with some exceptions.
 - Up to \$300,000 for disability income benefits.
 - Up to \$300,000 for long-term care insurance benefits.
 - Up to \$200,000 for all other types of health insurance.



- **Life insurance:**
 - Up to \$100,000 in net cash surrender or withdrawal value.
 - Up to \$300,000 in death benefits.

- **Individual annuities:** Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

- **Other policy types:** Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.

- **Individual aggregate limit:** Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.

- **Parts of some policies might not be protected:** For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

<p>To learn more about the Association and your protections, contact:</p> <p>Texas Life and Health Insurance Guaranty Association 1717 West 6th Street, Suite 230 Austin, TX 78703-4776 1-800-982-6362 or www.txlifega.org</p>	<p>For questions about insurance, contact:</p> <p>Texas Department of Insurance P.O. Box 12030 Austin, TX 78711 1-800-252-3439 or www.tdi.texas.gov</p>
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Note: You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary



2022 Group Benefits Employee Markets Legislative Notice

Employee Version

Note: The purpose of this Notice is to provide an overview of new laws primarily passed in 2022 that may impact your insurance policy. These laws may apply to the extent that your policy has the applicable provisions in the contract.

DISCLAIMER: The Hartford provides this Notice for informational purposes only. This Notice includes information that may impact policies issued by The Hartford, but does not constitute legal advice. You should continue to consult your employer's legal and HR resources for guidance on the application of the law(s) cited in this Notice.

Policy Provisions

State and Title: Washington; WA House Bill 1052

(RCW 48.30.150; 48.30.140; 48:30:360 (new))

Effective Date: 6/9/2022

Summary: The WA legislature added a new section to the unfair practices section of the insurance code pertaining to performance standards (guarantees) in insurance contracts, indicating they are not considered illegal rebating of premium provided the performance standards are included in the insurance contract and that the language is filed.

State and Title: Colorado; CO Reg 3 CCR 702-4-2-40, et al.

Effective Date: 6/14/2022

Summary: The CO Department of Insurance (DOI) updated and adopted new rules relative to minimum standards for limited benefit (excepted benefit) health coverages. The changes that impact policies include updated disclosures to advise that the coverage purchased is a limited benefit health coverage, limits wellness benefits to be included with accident, disability income and hospital indemnity policies and requires wellness benefits to be fully disclosed within the policy, and identifies prohibited practices restricting certain benefits (sickness) within accident policies and restricts disability income policies from including any loan payment benefits.

State: Illinois; IL Insurance code 215 ILCS 5/231.1



Effective: 05/06/2022

Summary: The IL insurance code section on group life standard provisions has been updated with additional requirements pertaining to preventing the loss of coverage for active employees when the policy is replacing an in-force policy of a different carrier. If active employment is a condition of insurance, the statute lays out requirements for those benefits remaining in effect if specified conditions outlined in the statute are met.

Disclosures/Notices

Guaranty Association Notices:

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State and Title: **North Carolina;** NC Regulatory Activity Memorandum dated March 18, 2022

Effective Date: **3/18/2022**

Summary: The NC Life and Health Insurance Guaranty Association updated their address, which will require changes to the current guaranty notice.

State and Title: **Nevada;** NV Regulatory Activity Notice dated January 7, 2022

Effective Date: **7/1/2022**

Summary: The Nevada Life and Health Insurance Guaranty Association published a revised version of the Notice.

State and Title: **Texas;** TX 28 TAC Ch. 3

Effective Date: **5/11/2022**

Summary: The TX Department of Insurance updated their address, which will require changes to the current guaranty notice.