



Multnomah County Oregon

Your Voluntary Group Life Insurance Plan

Identification No. 285369 011

Underwritten by Unum Life Insurance Company of America

9/4/2014

CERTIFICATE OF COVERAGE

Unum Life Insurance Company of America (referred to as Unum) welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Unum has written your certificate of coverage in plain English. However, a few terms and provisions are written as required by insurance law. If you have any questions about any of the terms and provisions, please consult Unum's claims paying office. Unum will assist you in any way to help you understand your benefits.

If the terms and provisions of the certificate of coverage (issued to you) are different from the Summary of Benefits (issued to the Employer), the Summary of Benefits will govern. The Summary of Benefits may be changed in whole or in part. Only an officer or registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to the Summary of Benefits. Any other person, including an agent, may not change the Summary of Benefits or waive any part of it.

The Summary of Benefits is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the Summary of Benefits, Unum has discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the Summary of Benefits.

For purposes of effective dates and ending dates under the group Summary of Benefits, all days begin at 12:01 a.m. and end at 12:00 midnight at the Employer's address.

Unum Life Insurance Company of America
2211 Congress Street
Portland, Maine 04122

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BENEFITS AT A GLANCE

LIFE INSURANCE PLAN

This life insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death. The amount your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death according to the terms and provisions of the plan. You also have the opportunity to have coverage for your Spouse/Domestic Partner.

The below items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.

EMPLOYER'S ORIGINAL PLAN

EFFECTIVE DATE: July 1, 2003

PLAN YEAR:

July 1, 2003 to July 1, 2004 and each following July 1 to July 1

IDENTIFICATION

NUMBER: 285369 011

ELIGIBLE GROUP(S):

All Employees in active employment in the United States with the Employer

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 20 hours per week.

WAITING PERIOD:

For employees in an eligible group on or before July 1, 2003: The greater of the waiting period in effect under the prior Unum plan, if any, or None

For employees entering an eligible group after July 1, 2003: None

REHIRE:

If employment ends or you are no longer eligible and you are rehired or regain eligibility within 12 months, you may be insured on your eligibility date for the coverage you had under the plan when you ended employment or you became ineligible without having to submit evidence of insurability.

If employment ends or you are no longer eligible and you are rehired or regain eligibility within 12 months after you became ineligible and you had not elected coverage prior to ending employment or you are ineligible, you will be required to submit evidence of insurability for any elected amount.

WHO PAYS FOR THE COVERAGE:

For You:

You pay the cost of your coverage.

For Your Spouse/Domestic Partner:

You pay the cost of your Spouse/Domestic Partner coverage.

ELIMINATION PERIOD:

Premium Waiver: 90 days

Disability-based benefits begin the day after Unum approves your claim and the elimination period is completed.

LIFE INSURANCE BENEFIT:

AMOUNT OF LIFE INSURANCE FOR YOU

Amounts in \$10,000 benefit units as applied for by you and approved by Unum.

AMOUNT OF LIFE INSURANCE AVAILABLE IF YOU BECOME INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED

All employees life insurance will terminate on the employee's retirement date.

All age reductions will take effect on July 1st coincident with or next following your date of birth.

<u>Age</u>	<u>Percentage of Chosen Amount</u>	<u>Maximum Amount After Reduction</u>
70 through 74	65%	\$195,000
75 through 79	45%	135,000
80 through 84	30%	90,000
85 through 89	20%	60,000
90 through 94	15%	45,000
95 and over	10%	30,000

EVIDENCE OF INSURABILITY IS REQUIRED FOR THE AMOUNT OF YOUR INSURANCE OVER:

\$100,000

Evidence of Insurability **is required** for amounts of life insurance in excess of the amount(s) of life insurance over the amount shown above.

MINIMUM BENEFIT OF LIFE INSURANCE FOR YOU:

\$30,000

OVERALL MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOU:

\$300,000

AMOUNT OF LIFE INSURANCE FOR YOUR SPOUSE/DOMESTIC PARTNER

Amounts in \$10,000 benefit units as applied for by you and approved by Unum.

THE AMOUNT OF YOUR SPOUSE/DOMESTIC PARTNER'S LIFE INSURANCE WILL REDUCE BY THE SAME PERCENTAGE AND AT THE SAME TIME YOUR LIFE INSURANCE REDUCES.

EVIDENCE OF INSURABILITY IS REQUIRED FOR THE AMOUNT OF YOUR SPOUSE/DOMESTIC PARTNER'S INSURANCE OVER:

\$30,000

Evidence of Insurability **is required** for amounts of life insurance in excess of the amount(s) of life insurance over the amount shown above.

MINIMUM BENEFIT OF LIFE INSURANCE FOR YOUR SPOUSE/DOMESTIC PARTNER:

\$30,000

MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOUR SPOUSE/DOMESTIC PARTNER:

\$300,000.

SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.

OTHER FEATURES:

Accelerated Benefit

Conversion

Portability

NOTE: Portability under this plan is available to an insured spouse in the event of divorce from an insured employee, subject to all terms and conditions otherwise applicable to ported spouse coverage.

CLAIM INFORMATION

LIFE INSURANCE

WHEN DO YOU OR YOUR AUTHORIZED REPRESENTATIVE NOTIFY UNUM OF A CLAIM?

We encourage you or your authorized representative to notify us as soon as possible, so that a claim decision can be made in a timely manner.

If a claim is based on your disability, written notice and proof of claim must be sent no later than 90 days after the end of the elimination period.

If a claim is based on death, written notice and proof of claim must be sent no later than 90 days after the date of death.

If it is not possible to give proof within these time limits, it must be given no later than 1 year after the proof is required as specified above. These time limits will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

The claim form is available from your Employer, or you or your authorized representative can request a claim form from us. If you or your authorized representative does not receive the form from Unum within 15 days of the request, send Unum written proof of claim without waiting for the form.

If you have a disability, you must notify us immediately when you return to work in any capacity, regardless of whether you are working for your Employer.

HOW DO YOU FILE A CLAIM FOR PREMIUM WAIVER?

You or your authorized representative, and your Employer must fill out your own sections of the claim form and then give it to your attending physician. Your physician should fill out his or her section of the form and send it directly to Unum.

WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

If your claim is based on your disability, your proof of claim, provided at your expense, must show:

- that you are under the **regular care** of a **physician**;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation or any gainful occupation; and
- the name and address of any **hospital or institution** where you received treatment, including all attending physicians.

We may request that you send proof of continuing disability indicating that you are under the regular care of a physician. This proof, provided at your expense, must be received within 45 days of a request by us.

If claim is based on death, proof of claim, provided at your or your authorized representative's expense, must show the cause of death. Also a certified copy of the death certificate must be given to us.

In some cases, you will be required to give Unum authorization to obtain additional medical and non-medical information as part of your proof of claim or proof of continuing disability. Unum will deny your claim if the appropriate information is not submitted.

WHEN CAN UNUM REQUEST AN AUTOPSY?

In the case of death, Unum will have the right and opportunity to request an autopsy where not forbidden by law.

HOW DO YOU DESIGNATE OR CHANGE A BENEFICIARY? (Beneficiary Designation)

At the time you become insured, you should name a beneficiary on your enrollment form for your death benefits under your life insurance. You may change your beneficiary at any time by filing a form approved by Unum with your Employer. The new beneficiary designation will be effective as of the date you sign that form. However, if we have taken any action or made any payment before your Employer receives that form, that change will not go into effect.

It is important that you name a beneficiary and keep your designation current. If more than one beneficiary is named and you do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before you, or the share of a beneficiary who is disqualified, will pass to any surviving beneficiaries in the order you designated.

If you do not name a beneficiary, or if all named beneficiaries do not survive you, or if your named beneficiary is disqualified, your death benefit will be paid to your estate.

Instead of making a death payment to your estate, Unum has the right to make payment to the first surviving family members of the family members in the order listed below:

- Spouse/Domestic Partner;
- child or children;
- mother or father; or
- sisters or brothers.

If we are to make payments to a beneficiary who lacks the legal capacity to give us a release, Unum may pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of the beneficiary. This payment made in good faith satisfies Unum's legal duty to the extent of that payment and Unum will not have to make payment again.

Also, at Unum's option, we may pay up to \$1,000 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

In addition, if you do not survive your Spouse/Domestic Partner, and Spouse/Domestic Partner life coverage is continued, then your surviving

Spouse/Domestic Partner should name a beneficiary according to the requirements specified above for you.

HOW WILL UNUM MAKE PAYMENTS?

If your or your Spouse/Domestic Partner's life claim is at least \$10,000, Unum will make available to the beneficiary a **retained asset account** (the Unum Security Account).

Payment for the life claim may be accessed by writing a draft in a single sum or drafts in smaller sums. The funds for the draft or drafts are fully guaranteed by Unum.

If the life claim is less than \$10,000, Unum will pay it in one lump sum to you or your beneficiary.

Also, you or your beneficiary may request the life claim to be paid according to one of Unum's other settlement options. This request must be in writing in order to be paid under Unum's other settlement options.

If you do not survive your Spouse/Domestic Partner, and Spouse/Domestic Partner life coverage is continued, then your surviving Spouse/Domestic Partner's death claim will be paid to your surviving Spouse/Domestic Partner's beneficiary.

All other benefits will be paid to you.

WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?

Unum has the right to recover any overpayments due to:

- fraud; and
- any error Unum makes in processing a claim.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Unum will not recover more money than the amount we paid you.

WHAT ARE YOUR ASSIGNABILITY RIGHTS FOR THE DEATH BENEFITS UNDER YOUR LIFE INSURANCE? (Assignability Rights)

The rights provided to you by the plan for life insurance are owned by you, unless:

- you have previously assigned these rights to someone else (known as an "assignee"); or
- you assign your rights under the plan(s) to an assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- the assignment is in writing, signed by you, and acceptable to us in form; and
- a signed or certified copy of the written assignment has been received and registered by us at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the plan(s') provisions before receiving and registering an assignment.

IMPORTANT INFORMATION REGARDING THE ACCELERATED BENEFIT

The insurance evidenced by this certificate provides life insurance, with the accelerated benefit option (An accelerated payment of your or your Spouse/Domestic Partner's death benefit).

- This accelerated benefit product is NOT a long-term care policy.
- Accelerated benefits paid under the Summary of Benefits may be taxable and assistance should be sought from a personal tax advisor.
- If you receive payment of accelerated benefits under the Summary of Benefits, you may lose your right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI) and possibly others.
- Amount of accelerated benefit:
If you or your Spouse/Domestic Partner becomes terminally ill while you or your Spouse/Domestic Partner is insured by the plan, Unum will pay you a portion of your or your Spouse/Domestic Partner's life insurance benefit one time. The payment will be based on 50% of your or your Spouse/Domestic Partner's life insurance amount. However, the one-time benefit paid will not be greater than \$750,000.
- Your or your Spouse/Domestic Partner's amount of life insurance will be reduced by the accelerated benefit payment.
- Example of accelerated benefit amount and the effect of the payment on the remaining amount of life insurance.

\$75,000	Your life amount
\$37,500	The accelerated benefit amount (accelerated payment of your death benefit)
\$37,500	The amount of life insurance remaining after payment of the accelerated benefit. (This is what will be paid to the beneficiary upon your death).

- Your or your Spouse/Domestic Partner's right to exercise this option and to receive payment is subject to the following:
 - you or your Spouse/Domestic Partner requests this election, in writing;
 - you or your Spouse/Domestic Partner must be terminally ill at the time of payment of the Accelerated Benefit;
 - your or your Spouse/Domestic Partner's physician must certify, in writing, that you or your Spouse/Domestic Partner is terminally ill and your or your Spouse/Domestic Partner's life expectancy has been reduced to less than 12 months; and
 - the physician's certification must be deemed satisfactory to Unum.

- There may be up to a 3% adjustment to the manual rates for this accelerated benefit.

GENERAL PROVISIONS

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by Unum and may include attachments. It tells you:

- the coverage for which you may be entitled;
- to whom Unum will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are working for your Employer in an eligible group, the date you are eligible for coverage is the later of:

- the plan effective date; or
- the day after you complete your **waiting period**.

WHEN DOES YOUR LIFE INSURANCE COVERAGE BEGIN?

This plan provides benefit units that you can choose. When you first become eligible for coverage, you may apply for any number of benefit units, however, you cannot be covered for more than the maximum benefit available under the plan.

Evidence of insurability is required for any amount of life insurance over the amount shown in the LIFE INSURANCE "**BENEFITS AT A GLANCE**" page.

You pay 100% of the cost yourself for any benefit unit. You will be covered at 12:01 a.m. on the later of:

- the first of the month coincident with or next following the date you are eligible for coverage, if you apply for insurance on or before that date, for any amount of insurance that is not subject to evidence of insurability requirements; or
- the first of the month coincident with or next following the date you apply for insurance, if you apply within 31 days after your eligibility date, for any amount of insurance that is not subject to evidence of insurability requirements; and
- the first of the month coincident with or next following the date Unum approves your evidence of insurability form, if you apply for insurance on or before your eligibility date or within 31 days after your eligibility date, for any amount of insurance that is subject to evidence of insurability requirements.

WHEN CAN YOU APPLY FOR LIFE INSURANCE COVERAGE IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR ELIGIBILITY DATE?

You can apply for coverage at anytime during the plan year. Evidence of insurability is required for any amount of insurance.

Coverage will begin at 12:01 a.m. on the first of the month coincident with or next following the date Unum approves your evidence of insurability form.

WHEN CAN YOU CHANGE YOUR LIFE INSURANCE COVERAGE?

You can change your coverage by applying for additional benefit units at anytime during the plan year. You can increase your coverage any number of benefit units up to the maximum benefit available under the plan.

Evidence of insurability is required for any amount of life insurance applied for during the plan year.

A change in coverage that is made during a plan year will begin at 12:01 a.m. on the first of the month coincident with or next following the date Unum approves your evidence of insurability form.

In addition, you can decrease your coverage any number of benefit units during the plan year. Any decrease in coverage will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?

If you are absent from work due to injury, sickness or temporary leave of absence, your coverage will begin on the first of the month coincident with or next following the date you return to **active employment**.

ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE NOT WORKING DUE TO INJURY OR SICKNESS?

If you are not working due to injury or sickness, and if premium is paid, you may continue to be covered up to your retirement date.

ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?

If you are on an approved paid **leave of absence**, and if premium is paid, coverage will be continued through the end of month following 6 months after the leave of absence begins, except for Workers Compensation Supplemental Pay leaves.

If you are on an approved unpaid leave of absence, and if premium is paid, coverage will be continued through the end of the month following the month in which the leave of absence begins. This provision also applies to Workers Compensation Supplemental Pay leaves.

If you return to active employment within 6 months from the date your approved paid leave of absence or approved unpaid leave of absence begins, your coverage will be reinstated and we will not require you to submit evidence of insurability.

If you are not working due to a strike or work stoppage, and if premium is paid, coverage will be continued for up to 60 days.

WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?

Once your coverage begins, any increased or additional coverage due to a change in your annual earnings or due to a plan change requested by your Employer will take effect on the first of the month coincident with or next following the date the change occurs or on the first of the month coincident with or next following the date Unum approves your evidence of insurability form, if evidence of insurability is required. You must be in active employment.

If you are not in active employment due to a covered leave of absence unrelated to injury or sickness, any increased or additional coverage due to a change in your annual earnings or due to a plan change will take effect immediately or on the date Unum approves your evidence of insurability form.

If you are not in active employment due to injury or sickness, any increased or additional coverage due to a change in your annual earnings or due to a plan change will begin on the first of the month coincident with or next following the date you return to active employment.

Any decrease in coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

WHEN DOES YOUR COVERAGE END?

Your coverage under the Summary of Benefits or a plan ends on the earliest of:

- the date the Summary of Benefits or a plan is cancelled;
- the date your eligible group is no longer covered; or
- the later of:
 - the date you no longer are in an eligible group;
 - the end of the month in which you no longer are in active employment unless continued due to a labor dispute, a leave of absence or due to an injury or sickness, as described in this certificate of coverage.

Unum will provide coverage for a payable claim which occurs while you are covered under the Summary of Benefits or plan.

WHEN IS YOUR SPOUSE/DOMESTIC PARTNER ELIGIBLE FOR COVERAGE?

The date your Spouse/Domestic Partner is eligible for coverage is the later of:

- the date your insurance begins; or
- the date you first acquire a Spouse/Domestic Partner.

WHAT DEPENDENTS ARE ELIGIBLE FOR COVERAGE?

The following Spouse/Domestic Partner is eligible for coverage under the plan:

- Your lawful spouse, including a legally separated spouse. You may not cover your spouse as a Spouse/Domestic Partner if your spouse is enrolled for coverage as an employee.

"Spouse" wherever used includes domestic partner.

- Your domestic partner. Your domestic partner is the person named in your declaration of domestic partnership. You must execute and provide the plan administrator with such a declaration which states and gives proof that the domestic partner has had the same permanent residence as you for a minimum of 6 consecutive months prior to the date insurance would become effective for that domestic partner. You must not have signed a declaration of domestic partnership with anyone else within the last 6 months of signing the latest declaration of domestic partnership. Also, the domestic partner must be at least 18 years of age, competent to contract, not married to anyone else and the declaration of domestic partnership must be approved and recorded by the plan administrator. You may not cover your domestic partner as a Spouse/Domestic Partner if your domestic partner is enrolled for coverage as an employee.

WHEN DOES YOUR SPOUSE/DOMESTIC PARTNER LIFE INSURANCE COVERAGE BEGIN?

This plan provides benefit units that you can choose for your Spouse/Domestic Partner. When your Spouse/Domestic Partner first become eligible for coverage, you may apply for any number of benefit units, however, your Spouse/Domestic Partner cannot be covered for more than the maximum benefits available under the plan.

Evidence of insurability is required for any amount of Spouse/Domestic Partner life insurance over the amount shown in the LIFE INSURANCE "**BENEFITS AT A GLANCE**" page.

You pay 100% of the cost yourself for Spouse/Domestic Partner coverage. Your Spouse/Domestic Partner will be covered at 12:01 a.m. on the later of:

- the first of the month coincident with or next following the date your Spouse/Domestic Partner is eligible for coverage, if you apply for Spouse/Domestic Partner insurance on or before that date, for any amount of insurance that is not subject to evidence of insurability requirements; or
- the first of the month coincident with or next following the date you apply for Spouse/Domestic Partner insurance, if you apply for Spouse/Domestic Partner insurance within 31 days after your Spouse/Domestic Partner's eligibility date, for any amount of insurance that is not subject to evidence of insurability requirements; and
- the first of the month coincident with or next following the date Unum approves your Spouse/Domestic Partner's evidence of insurability form, if you apply for Spouse/Domestic Partner insurance on or before your Spouse/Domestic Partner's eligibility date or within 31 days after your Spouse/Domestic Partner's eligibility date for any amount of insurance that is subject to evidence of insurability requirements.

WHEN CAN YOU APPLY FOR SPOUSE/DOMESTIC PARTNER LIFE INSURANCE COVERAGE IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR SPOUSE/DOMESTIC PARTNER'S ELIGIBILITY DATE?

You can apply for Spouse/Domestic Partner coverage at anytime during the plan year. Evidence of insurability is required for any amount of Spouse/Domestic Partner life insurance.

Spouse/Domestic Partner coverage will begin at 12:01 a.m. on the first of the month coincident with or next following the date Unum approves your Spouse/Domestic Partner's evidence of insurability form.

WHEN CAN YOU CHANGE YOUR SPOUSE/DOMESTIC PARTNER LIFE INSURANCE COVERAGE?

You can change your Spouse/Domestic Partner coverage by applying for additional benefit units at anytime during the plan year. You can increase your Spouse/Domestic Partner coverage any number of benefit units up to the maximum benefits available under the plan.

Evidence of insurability is required for any amount of Spouse/Domestic Partner life insurance applied for during the plan year.

A change in coverage that is made during a plan year will begin at 12:01 a.m. on the first of the month coincident with or next following the date Unum approves your Spouse/Domestic Partner's evidence of insurability form.

In addition, you can decrease your coverage any number of benefit units during the plan year. Any decrease in coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

WHAT IF YOUR SPOUSE/DOMESTIC PARTNER IS TOTALLY DISABLED ON THE DATE YOUR SPOUSE/DOMESTIC PARTNER'S COVERAGE WOULD NORMALLY BEGIN?

If your eligible Spouse/Domestic Partner is **totally disabled**, your Spouse/Domestic Partner's coverage will begin on the first of the month coincident with or next following the date your eligible Spouse/Domestic Partner no longer is totally disabled.

WHEN WILL CHANGES TO YOUR SPOUSE/DOMESTIC PARTNER'S COVERAGE TAKE EFFECT?

Once your Spouse/Domestic Partner's coverage begins, any increased or additional Spouse/Domestic Partner coverage due to a plan change requested by your Employer will take effect on the first of the month coincident with or next following the date the change occurs or on the first of the month coincident with or next following the date Unum approves your Spouse/Domestic Partner's evidence of insurability form, if evidence of insurability is required, provided your Spouse/Domestic Partner is not totally disabled. You must be in active employment or on a covered leave of absence.

If you are not in active employment due to injury or sickness, any increased or additional Spouse/Domestic Partner coverage due to a plan change will begin on the first of the month coincident with or next following the date you return to active employment.

If your Spouse/Domestic Partner is totally disabled, any increased or additional Spouse/Domestic Partner coverage will begin on the first of the month coincident with or next following the date your Spouse/Domestic Partner is no longer totally disabled.

Any decreased coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

WHEN DOES YOUR SPOUSE/DOMESTIC PARTNER'S COVERAGE END?

Your Spouse/Domestic Partner's coverage under the Summary of Benefits or a plan ends on the earliest of:

- the date the Summary of Benefits or a plan is cancelled;
- the date your eligible group is no longer covered;
- the date of your death; or
- the later of:
 - the date you no longer are in an eligible group;
 - the last day of the period for which you made any required contributions; or
 - the end of the month in which you no longer are in active employment unless continued due to a labor dispute, a leave of absence or due to an injury or sickness, as described in this certificate of coverage.

Coverage for any one Spouse/Domestic Partner will end on the earliest of:

- the date your coverage under a plan ends;
- the date your Spouse/Domestic Partner ceases to be an eligible Spouse/Domestic Partner;
- for a spouse, the date of divorce or annulment; or
- for a domestic partner, the date your domestic partnership ends.

Unum will provide coverage for a payable claim which occurs while your Spouse/Domestic Partner is covered under the Summary of Benefits or plan.

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

You or your authorized representative can start legal action regarding a claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?

Unum considers any statements you or your Employer make in a signed application for coverage or an evidence of insurability form a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

We will use only statements made in a signed application or an evidence of insurability form as a basis for doing this.

Except in the case of fraud, Unum can take action only in the first 2 years coverage is in force.

If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.

HOW WILL UNUM HANDLE INSURANCE FRAUD?

Unum wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if you knowingly, and with intent to injure, defraud or deceive Unum, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

DOES THE SUMMARY OF BENEFITS REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The Summary of Benefits does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

DOES YOUR EMPLOYER ACT AS YOUR AGENT OR UNUM'S AGENT?

For the purposes of the Summary of Benefits, your Employer acts on its own behalf or as your agent. Under no circumstances will your Employer be deemed the agent of Unum.

LIFE INSURANCE

BENEFIT INFORMATION

WHEN WILL YOUR BENEFICIARY RECEIVE PAYMENT?

Your beneficiary(ies) will receive payment when Unum approves your death claim.

WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF DEATH?

Unum will require a certified copy of the death certificate, enrollment documents and a Notice and Proof of Claim form.

HOW MUCH WILL UNUM PAY YOU IF UNUM APPROVES YOUR DEPENDENT'S DEATH CLAIM?

Unum will determine the payment according to the amount of insurance shown in the LIFE INSURANCE "**BENEFITS AT A GLANCE**" page.

HOW MUCH WILL UNUM PAY YOUR BENEFICIARY IF UNUM APPROVES YOUR SPOUSE/DOMESTIC PARTNER'S DEATH CLAIM?

Unum will determine the payment according to the amount of insurance shown in the LIFE INSURANCE "**BENEFITS AT A GLANCE**" page.

WHAT ARE YOUR ANNUAL EARNINGS?

"Annual Earnings" means your gross annual income from your Employer in effect just prior to the date of loss. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation or income received from sources other than your Employer.

WHAT WILL WE USE FOR ANNUAL EARNINGS IF YOU BECOME DISABLED DURING A COVERED LEAVE OF ABSENCE?

If you become disabled while you are on a covered leave of absence, we will use your annual earnings from your Employer in effect just prior to the date your absence began.

WHAT HAPPENS TO YOUR LIFE INSURANCE COVERAGE IF YOU BECOME DISABLED?

Your life insurance coverage may be continued for a specific time and your life insurance premium will be waived if you qualify as described below.

HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO HAVE LIFE PREMIUMS WAIVED?

You must be disabled through your **elimination period**.

Your elimination period is 90 days.

WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER BEGIN?

Your life insurance premium waiver will begin when we approve your life insurance premium waiver claim, if the elimination period has ended and you meet the following conditions.

Your life insurance premium will be waived if you meet these conditions:

- you are less than 60 and insured under the plan.
- you become disabled and remain disabled during the elimination period.
- you meet the notice and proof of claim requirements for disability while your life insurance is in effect or within three months after it ends.
- your claim is approved by Unum.

After we approve your claim, Unum does not require further premium payments for you while you remain disabled according to the terms and provisions of the plan.

Premium payments for your dependent's inforce Unum life insurance amount will also be waived during any period for which your life insurance premium payments are waived.

Your or your Spouse's/Domestic Partner's life insurance amount will not increase while your life insurance premiums are being waived. Your or your Spouse's/Domestic Partner's life insurance amount will reduce or cease at any time it would reduce or cease if you had not been disabled.

WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER END?

The life insurance premium waiver will automatically end if:

- you recover and you no longer are disabled;
- you fail to give us proper proof that you remain disabled;
- you refuse to have an examination by a physician chosen by Unum;
- you reach age 65; or
- premium has been waived for 12 months and you are considered to reside outside the United States. You will be considered to reside outside the United States when you have been outside the United States for a total period of 6 months or more during any 12 consecutive months for which premium has been waived.

HOW DOES UNUM DEFINE DISABILITY?

You are disabled when Unum determines that:

- during the elimination period, you are not working in any occupation due to your **injury** or **sickness**; and
- after the elimination period, due to the same injury or sickness, you are unable to perform the duties of any **gainful occupation** for which you are reasonably fitted by training, education or experience.

You must be under the regular care of a physician in order to be considered disabled.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

We may require you to be examined by a physician, other medical practitioner or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Unum Representative.

APPLYING FOR LIFE INSURANCE PREMIUM WAIVER

Ask your Employer for a life insurance premium waiver claim form.

The form has instructions on how to complete and where to send the claim.

WHAT INSURANCE IS AVAILABLE WHILE YOU ARE SATISFYING THE DISABILITY REQUIREMENTS? (See Conversion Privilege)

You may use this life conversion privilege when your life insurance terminates while you are satisfying the disability requirements. Please refer to the conversion privilege below. You are not eligible to apply for this life conversion if you return to work and, again, become covered under the plan.

If an individual life insurance policy is issued to you, any benefit for your death under this plan will be paid only if the individual policy is returned for surrender to Unum. Unum will refund all premiums paid for the individual policy.

The amount of your death benefit will be paid to your named beneficiary for the plan. If, however, you named a different beneficiary for the individual policy and the policy is returned to Unum for surrender, that different beneficiary will not be paid.

If you want to name a different beneficiary for this group plan, you must change your beneficiary as described in the Beneficiary Designation page of this group plan.

WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)

When coverage ends under the plan, you and your Spouse/Domestic Partner can convert your coverages to individual life policies, without evidence of insurability. The maximum amounts that you can convert are the amounts you and your Spouse/Domestic Partner are insured for under the plan. You may convert a lower amount of life insurance.

You and your Spouse/Domestic Partner must apply for individual life insurance under this life conversion privilege and pay the first premium within 31 days after the date:

- your employment terminates; or
- you or your Spouse/Domestic Partner no longer are eligible to participate in the coverage of the plan.

If you convert to an individual life policy, then return to work, and, again, become insured under the plan, you are not eligible to convert to an individual life policy again. However, you do not need to surrender that individual life policy when you return to work.

Converted insurance may be of any type of the level premium whole life plans then in use by Unum. The person may elect one year of Preliminary Term insurance under the level premium whole life policy. The individual policy will not contain disability or other extra benefits.

WHAT LIMITED CONVERSION IS AVAILABLE IF THE SUMMARY OF BENEFITS OR THE PLAN IS CANCELLED? (CONVERSION PRIVILEGE)

You and your Spouse/Domestic Partners may convert a limited amount of life insurance if you have been insured under your Employer's group plan with Unum for at least five (5) years and the Summary of Benefits or the plan:

- is cancelled with Unum; or
- changes so that you no longer are eligible.

The individual life policy maximum for each of you will be the lesser of:

- \$10,000; or
- your or your Spouse/Domestic Partner's coverage amounts under the plan less any amounts that become available under any other group life plan offered by your Employer within 31 days after the date the Summary of Benefits or the plan is cancelled.

PREMIUMS

Premiums for the converted insurance will be based on:

- the person's then attained age on the effective date of the individual life policy;
- the type and amount of insurance to be converted;
- Unum's customary rates in use at that time; and
- the class of risk to which the person belongs.

If the premium payment has been made, the individual life policy will be effective at the end of the 31 day conversion application period.

DEATH DURING THE THIRTY-ONE DAY CONVERSION APPLICATION PERIOD

If you or your Spouse/Domestic Partner die within the 31 day conversion application period, Unum will pay the beneficiary(ies) the amount of insurance that could have been converted. This coverage is available whether or not you have applied for an individual life policy under the conversion privilege.

APPLYING FOR CONVERSION

Ask your Employer for a conversion application form which includes cost information.

When you complete the application, send it with the first premium amount to:

Unum - Conversion Unit
2211 Congress Street
Portland, Maine 04122-1350
1-800-343-5406

WILL UNUM ACCELERATE YOUR OR YOUR SPOUSE/DOMESTIC PARTNER'S DEATH BENEFIT FOR THE PLAN IF YOU OR YOUR SPOUSE/DOMESTIC PARTNER BECOMES TERMINALLY ILL? (ACCELERATED BENEFIT)

If you or your Spouse/Domestic Partner becomes terminally ill while you or your Spouse/Domestic Partner is insured by the plan, Unum will pay you a portion of your or your Spouse/Domestic Partner's life insurance benefit one time. The payment will be based on 50% of your or your Spouse/Domestic Partner's life insurance amount. However, the one-time benefit paid will not be greater than \$750,000.

Your or your Spouse/Domestic Partner's right to exercise this option and to receive payment is subject to the following:

- you or your Spouse/Domestic Partner requests this election, in writing, on a form acceptable to Unum;
- you or your Spouse/Domestic Partner must be terminally ill at the time of payment of the Accelerated Benefit;
- your or your Spouse/Domestic Partner's physician must certify, in writing, that you or your Spouse/Domestic Partner is terminally ill and your or your Spouse/Domestic Partner's life expectancy has been reduced to less than 12 months; and
- the physician's certification must be deemed satisfactory to Unum.

The Accelerated Benefit is available on a voluntary basis. Therefore, you or your Spouse/Domestic Partner is not eligible for benefits if:

- you or your Spouse/Domestic Partner is required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
- you or your Spouse/Domestic Partner is required by a government agency to use this benefit in order to apply for, get, or otherwise keep a government benefit or entitlement.

Premium payments must continue to be paid on the full amount of life insurance unless you qualify to have your life premium waived.

Also, premium payments must continue to be paid on the full amount of your Spouse/Domestic Partner's life insurance unless your life premium payments are waived.

If you have assigned your rights under the plan to an assignee or made an irrevocable beneficiary designation, Unum must receive consent, in writing, that the assignee or irrevocable beneficiary has agreed to the Accelerated Benefit payment on your behalf in a form acceptable to Unum before benefits are payable.

An election to receive an Accelerated Benefit will have the following effect on other benefits:

- the death benefit payable will be reduced by any amount of Accelerated Benefit that has been paid; and
- any amount of life insurance that would be continued under a disability continuation provision or that may be available under the conversion privilege will be reduced by the amount of the Accelerated Benefit paid. The remaining life insurance amount will be paid according to the terms of the Summary of Benefits subject to any reduction and termination provisions.

Benefits paid may be taxable. Unum is not responsible for any tax or other effects of any benefit paid. As with all tax matters, you or your Spouse/Domestic Partner should consult your personal tax advisor to assess the impact of this benefit.

WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?

Your plan does not cover any losses where death is caused by, contributed to by, or results from:

- suicide occurring within 24 months after your or your Spouse/Domestic Partner's initial effective date of insurance; and
- suicide occurring within 24 months after the date any increases or additional insurance become effective for you or your Spouse/Domestic Partner.

The suicide exclusion will apply to any amounts of insurance for which you pay all or part of the premium.

The suicide exclusion also will apply to any amount that is subject to evidence of insurability requirements and Unum approves the evidence of insurability form and the amount you or your Spouse/Domestic Partner applied for at that time.

LIFE INSURANCE

OTHER BENEFIT FEATURES

WHAT COVERAGE IS AVAILABLE IF YOU END EMPLOYMENT OR YOU WORK REDUCED HOURS? (Portability)

If your employment ends with or you retire from your Employer or you are working less than the minimum number of hours as described under Eligible Groups in this plan, you may elect portable coverage for yourself and/or your Spouse/Domestic Partner.

In case of your death, your insured Spouse/Domestic Partner also may elect portable coverage for themselves.

PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE

The portable insurance coverage will be the current coverage and amounts that you and your Spouse/Domestic Partner are insured for under your Employer's group plan.

However, the amount of portable coverage for you will not be more than:

- the highest amount of life insurance available for employees under the plan; or
- 5x your annual earnings; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

The amount of ported life insurance must be equal to or greater than the amount of ported accidental death and dismemberment insurance.

The amount of portable coverage for your Spouse/Domestic Partner will not be more than:

- the highest amount of life insurance available for your Spouse/Domestic Partner under the plan; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

The amount of ported life insurance must be equal to or greater than the amount of ported accidental death and dismemberment insurance.

The minimum amount of coverage that can be ported is \$5,000 for you and \$1,000 for your Spouse/Domestic Partner. If the current amounts under the plan are less than \$5,000 for you and \$1,000 for your Spouse/Domestic Partner you and your Spouse/Domestic Partner may port the lesser amounts.

Your or your Spouse/Domestic Partner's amount of life insurance will reduce or cease at any time it would reduce or cease for your eligible group if you had continued in active employment with your Employer.

APPLYING FOR PORTABLE COVERAGE

You must apply for portable coverage for yourself and/or your Spouse/Domestic Partner and pay the first premium within 45 days after the date:

- your coverage ends or you retire from your Employer; or
- you begin working less than the minimum number of hours as described under Eligible Groups in this plan.

Your Spouse/Domestic Partner must apply for portable coverage and pay the first premium within 45 days after the date you die.

You are not eligible to apply for portable coverage for yourself if:

- you have an **injury** or **sickness**, under the terms of this plan, which has a material effect on life expectancy;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan.

You are not eligible to apply for portable coverage for a Spouse/Domestic Partner if:

- you have an injury or sickness, under the terms of this plan, which has a material effect on life expectancy ;
- your Spouse/Domestic Partner has an injury or sickness, under the terms of this plan, which has a material effect on life expectancy;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan.

In case of your death, your Spouse/Domestic Partner is not eligible to apply for portable coverage if:

- your surviving Spouse/Domestic Partner is not insured under this plan;
- your surviving Spouse/Domestic Partner has an injury or sickness, under the terms of this plan, which has a material effect on life expectancy;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan for your Spouse/Domestic Partner.

If we determine that because of an injury or sickness, which has a material effect on life expectancy, you or your Spouse/Domestic Partner were not eligible for portability at the time you or your Spouse/Domestic Partner elected portable coverage, the benefit will be adjusted to the amount of whole life coverage the premium would have purchased under the Conversion Privilege.

APPLYING FOR INCREASES OR DECREASES IN PORTABLE COVERAGE

You or your Spouse/Domestic Partner may increase or decrease the amount of portable life insurance coverage. The minimum and maximum benefit amounts are shown above. However, the amount of life insurance coverage cannot be decreased below \$5,000 for you and \$1,000 for your Spouse/Domestic Partners. All increases are subject to evidence of insurability. Portable coverage will reduce at the ages and amounts shown in the LIFE INSURANCE "**BENEFITS AT A GLANCE**" page.

ADDING PORTABLE COVERAGE FOR DEPENDENTS

If you choose not to enroll your Spouse/Domestic Partner when your Spouse/Domestic Partner was first eligible for portable coverage, you may enroll your Spouse/Domestic Partner at any time for the amounts allowed under the group plan.

Evidence of insurability is required for any Spouse/Domestic Partner coverage amount over \$30,000 or if you enroll your Spouse/Domestic Partner for coverage more than 31 days after your Spouse/Domestic Partner's eligibility date.

WHEN PORTABLE COVERAGE ENDS

Portable coverage for you will end for the following reasons:

- the date you fail to pay any required premium; or
- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates).

Portable coverage for a Spouse/Domestic Partner will end for the following reasons:

- the date you fail to pay any required premium;
- the date your surviving Spouse/Domestic Partner fails to pay any required premium; or
- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates).

If portable coverage ends due to failure to pay required premium, portable coverage cannot be reinstated.

PREMIUM RATE CHANGES FOR PORTABLE COVERAGE

Unum may change premium rates for portable coverage at any time for reasons which affect the risk assumed, including those reasons shown below:

- changes occur in the coverage levels;
- changes occur in the overall use of benefits by all insureds;
- changes occur in other risk factors; or
- a new law or a change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis according to Unum's underwriting risk studies. Unum will notify the insured in writing at least 31 days before a premium rate is changed.

APPLYING FOR CONVERSION, IF PORTABLE COVERAGE ENDS OR IS NOT AVAILABLE

If you or your Spouse/Domestic Partner is not eligible to apply for portable coverage or portable coverage ends, then you or your Spouse/Domestic Partner may qualify for conversion coverage. Refer to Conversion Privilege under this plan.

Ask your Employer for a conversion application form which includes cost information.

When you complete the application, send it with the first premium amount to:

Unum - Conversion Unit
2211 Congress Street
Portland, Maine 04122-1350
1-800-343-5406

GLOSSARY

ACTIVE EMPLOYMENT means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under Eligible Group(s) in each plan.

Your work site must be:

- your Employer's usual place of business;
- an alternative work site at the direction of your Employer, including your home; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

ACTIVITIES OF DAILY LIVING means:

- Bathing - the ability to wash oneself either in the tub or shower or by sponge bath with or without equipment or adaptive devices.
- Dressing - the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn.
- Toileting - the ability to get to and from and on and off the toilet; to maintain a reasonable level of personal hygiene, and to care for clothing.
- Transferring - the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
- Continence - the ability to either:
 - voluntarily control bowel and bladder function; or
 - if incontinent, be able to maintain a reasonable level of personal hygiene.
- Eating - the ability to get nourishment into the body.

A person is considered unable to perform an activity of daily living if the task cannot be performed safely without another person's stand-by assistance or verbal cueing.

ANNUAL EARNINGS means your annual income received from your Employer as defined in the plan.

COGNITIVELY IMPAIRED means a person has a deterioration or loss in intellectual capacity resulting from injury, sickness, advanced age, Alzheimer's disease or similar forms of irreversible dementia and needs another person's assistance or verbal cueing for his or her own protection or for the protection of others.

ELIMINATION PERIOD means a period of continuous disability which must be satisfied before you are eligible to have your life premium waived by Unum.

EMPLOYEE means a person who is in active employment in the United States with the Employer.

EMPLOYER means the Employer/Applicant named in the Application For Participation in the Select Group Insurance Trust, on the first page of the Summary of Benefits and in all amendments. It includes any division, subsidiary or affiliated company named in the Summary of Benefits.

EVIDENCE OF INSURABILITY means a statement of your or your Spouse/Domestic Partner's medical history which Unum will use to determine if you or your Spouse/Domestic Partner is approved for coverage. Evidence of insurability will be at Unum's expense.

GAINFUL OCCUPATION means an occupation that within 12 months of your return to work is or can be expected to provide you with an income that is at least equal to 60% of your annual earnings in effect just prior to the date your disability began.

GRACE PERIOD means the period of time following the premium due date during which premium payment may be made.

HOSPITAL OR INSTITUTION means an accredited facility licensed to provide care and treatment for the condition causing your disability.

INJURY means:

- **for purposes of Portability**, a bodily injury that is the direct result of an accident and not related to any other cause.
- **for all other purposes**, a bodily injury that is the direct result of an accident and not related to any other cause. Disability must begin while you are covered under the plan.

INSURED means any person covered under a plan.

LEAVE OF ABSENCE means you are on a temporary personal absence from active employment for a period of time that has been agreed to in advance in writing by your Employer.

Your normal vacation time or any period of disability is not considered a leave of absence.

LIFE THREATENING CONDITION is a critical health condition that possibly could result in your Spouse/Domestic Partner's loss of life.

PAYABLE CLAIM means a claim for which Unum is liable under the terms of the Summary of Benefits.

PHYSICIAN means:

- a person performing tasks that are within the limits of his or her medical license; and
- a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Unum will not recognize you, or your Spouse/Domestic Partner, children, parents or siblings as a physician for a claim that you send to us.

PLAN means a line of coverage under the Summary of Benefits.

REGULAR CARE means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care which conforms with generally accepted medical standards, for your disabling condition(s) by a physician whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

RETAINED ASSET ACCOUNT is an interest bearing account established through an intermediary bank in the name of you or your beneficiary, as owner.

SICKNESS means:

- **for purposes of Portability**, an illness, disease or symptoms for which a person, in the exercise of ordinary prudence, would have consulted a health care provider.
- **for all other purposes**, an illness or disease. Disability must begin while you are covered under the plan.

TOTALLY DISABLED means that, as a result of an injury, a sickness or a disorder, your Spouse/Domestic Partner:

- is confined in a hospital or similar institution; or
- is unable to perform two or more activities of daily living (ADLs) because of a physical or mental incapacity resulting from an injury or a sickness; or
- is cognitively impaired; or
- has a life threatening condition.

TRUST means the policyholder trust named on the first page of the Summary of Benefits and all amendments to the policy.

WAITING PERIOD means the continuous period of time (shown in each plan) that you must be in active employment in an eligible group before you are eligible for coverage under a plan.

WE, US and **OUR** means Unum Life Insurance Company of America.

YOU means an employee who is eligible for Unum coverage.

Additional Claim and Appeal Information

APPLICABILITY OF ERISA

If this Summary of Benefits provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. Whether a Plan is governed by ERISA is determined by a court, however, your Employer may have information related to ERISA applicability. If ERISA applies, the following items constitute the Plan: the additional information contained in this document, the Summary of Benefits, including your certificate of coverage, and any additional summary plan description information provided by the Plan Administrator. Benefit determinations are controlled exclusively by the Summary of Benefits, your certificate of coverage, and the information in this document.

HOW TO FILE A CLAIM

If you wish to file a claim for benefits, you should follow the claim procedures described in your insurance certificate. To complete your claim filing, Unum must receive the claim information it requests from you (or your authorized representative), your attending physician and your Employer. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum directly.

CLAIMS PROCEDURES

If a claim is based on death

In the event that your claim is denied, either in full or in part, Unum will notify you in writing within 90 days after your claim was filed. Under special circumstances, Unum is allowed an additional period of not more than 90 days (180 days in total) within which to notify you of its decision. If such an extension is required, you will receive a written notice from Unum indicating the reason for the delay and the date you may expect a final decision. Unum's notice of denial shall include:

- the specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
- a description of any additional material or information necessary to complete the claim and why that material or information is necessary; and
- a description of the Plan's procedures and applicable time limits for appealing the determination, including a statement of your right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

If a claim is based on your disability

Unum will give you notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if Unum both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you of the circumstances requiring the extension of time and the date by which Unum expects to render a decision. If such an extension is necessary due to

your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information within the time specified, any 30 day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your claim without that information.

If your claim for benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

- state the specific reason(s) for the determination;
- reference specific Plan provision(s) on which the determination is based;
- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal; and
- disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

APPEAL PROCEDURES

If an appeal is based on death

If you or your authorized representative appeal a denied claim, it must be submitted within 90 days after you receive Unum's notice of denial. You have the right to:

- submit a request for review, in writing, to Unum;
- upon request and free of charge, reasonable access to and copies of, all relevant documents as defined by applicable U.S. Department of Labor regulations; and
- submit written comments, documents, records and other information relating to the claim to Unum.

Unum will make a full and fair review of the claim and all new information submitted whether or not presented or available at the initial determination, and may require additional documents as it deems necessary or desirable in making such a review. A final decision on the review shall be made not later than 60 days following receipt of the written request for review. If special circumstances require an extension of time for processing, you will be notified of the reasons for the extension and the date by which the Plan expects to make a decision. If an extension is required due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the necessary information and the date by which

you need to provide it to us. The 60-day extension of the appeal review period will begin after you have provided that information.

The final decision on review shall be furnished in writing and shall include the reasons for the decision with reference, again, to those Summary of Benefits' provisions upon which the final decision is based. It will also include a statement describing your access to documents and describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the determination.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

If an appeal is based on your disability

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If Unum determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). Unum will notify you in writing if an additional 45 day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days to provide the specified information. If you deliver the requested information within the time specified, the 45 day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your appeal without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be conducted by Unum and will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, Unum will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, Unum will provide you with the names of each such expert, regardless of whether the advice was relied upon.

A notice that your request on appeal is denied will contain the following information:

- the specific reason(s) for the determination;

- a reference to the specific Plan provision(s) on which the determination is based;
- a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);
- a statement describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the decision;
- the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- the statement that "You or your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency".

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

OTHER RIGHTS

Unum, for itself and as claims fiduciary for the Plan, is entitled to legal and equitable relief to enforce its right to recover any benefit overpayments caused by your receipt of deductible sources of income from a third party. This right of recovery is enforceable even if the amount you receive from the third party is less than the actual loss suffered by you but will not exceed the benefits paid you under the Summary of Benefits. You agree that Unum and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.

DISCRETIONARY ACTS

The Plan, acting through the Plan Administrator, delegates to Unum and its affiliate Unum Group discretionary authority to make benefit determinations under the Plan. Unum and Unum Group may act directly or through their employees and agents or further delegate their authority through contracts, letters or other documentation or procedures to other affiliates, persons or entities. Benefit determinations include determining eligibility for benefits and the amount of any benefits, resolving factual disputes, and interpreting and enforcing the provisions of the Plan. All benefit determinations must be reasonable and based on the terms of the Plan and the facts and circumstances of each claim.

Once you are deemed to have exhausted your appeal rights under the Plan, you have the right to seek court review under Section 502(a) of ERISA of any benefit determinations with which you disagree. The court will determine the standard of review it will apply in evaluating those decisions.