



**Municipal Insurance Trust of North
Carolina**

Cleveland County Water

**Your Group Life and Accidental Death
and Dismemberment Plan**

Identification No. 466877 378

Underwritten by Unum Life Insurance Company of America

5/26/2023

CERTIFICATE OF COVERAGE

SUBJECT: GROUP LIFE INSURANCE WITH ACCELERATED BENEFIT AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

IMPORTANT CANCELLATION INFORMATION - Please read the provision entitled "When Does Your Coverage End?" found under "General Provisions".

This Certificate provides all of the benefits mandated by the North Carolina Insurance Code, but it is issued under a group master policy located in another state and may be governed by that state's law.

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 Trust), 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.

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 Trust'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 dependents.

MUNICIPAL INSURANCE TRUST OF NORTH CAROLINA ORIGINAL PLAN

EFFECTIVE DATE: September 1, 2020

EMPLOYER'S PLAN

EFFECTIVE DATE: July 1, 2015

PLAN YEAR: September 1, 2020 to July 1, 2021 and each following July 1 to July 1

IDENTIFICATION

NUMBER: 466877 378

ELIGIBLE GROUP(S):

Group 1

All full-time employees of Cleveland County Water in active employment in the United States with the Employer

Group 2

All retirees of Cleveland County Water

For retirees, certain terms and conditions in this life insurance plan are affected as follows:

- references to "employee" will read "retiree", as it applies
- references to "active employment" will not apply
- references to "minimum hours" will not apply
- references to "waiting period" will not apply

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 30 hours per week.

WAITING PERIOD:

For employees in an eligible group on or before the Employer's effective date:

On completion of 30 days of continuous active employment unless your governmental unit has a waiting period longer than 30 days, if so coverage will become effective on the first day of satisfactory completion of your governmental unit's waiting period.

For employees entering an eligible group after the Employer's effective date:

On completion of 30 days of continuous active employment unless your governmental unit has a waiting period longer than 30 days, if so coverage will become effective on the first day of satisfactory completion of your governmental unit's waiting period.

You must be in continuous active employment in an eligible group during the specified waiting period.

REHIRE:

If your employment ends and you are rehired within 7 days, your previous work while in an eligible group will apply toward the waiting period. All other Summary of Benefits' provisions apply.

CREDIT PRIOR SERVICE:

Unum will apply any prior period of work with your Employer toward the waiting period to determine your eligibility date.

WHO PAYS FOR THE COVERAGE:

For You:

Group 1

If you participate in a supplemental Unum group life insurance plan with the Employer:

You and your Employer must make contributions for your coverage.

If you do not participate in a supplemental Unum group life insurance plan with the Employer:

Your Employer must make contributions for your coverage.

Group 2

Your Employer must make contributions for your coverage.

For Your Dependents:

You must make contributions for your dependent coverage.

LIFE INSURANCE BENEFIT:

AMOUNT OF LIFE INSURANCE FOR YOU

Group 1

\$25,000

Group 2

Retirees less than age 65:

If you are less than age 65, your amount of life insurance will be 50% of the amount of life insurance you had just prior to your retirement date on file with your Employer and approved by Unum rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

Retirees age 65-70:

If you have reached age 65, but not age 70, your amount of life insurance will be 15% of the amount of life insurance you had just prior to your retirement date on file with your Employer and approved by Unum, and prior to any age reductions that may have occurred when you were in active employment. Your amount of life insurance will be rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

Retirees age 70 or more:

If you have reached age 70 or more, your amount of life insurance will be \$1,000

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

Group 1

If you have reached age 65, but not age 70, your amount of life insurance will be:

- 65% of the amount of life insurance you had prior to age 65; or
- 65% of the amount of life insurance shown above if you become insured on or after age 65 but before age 70.

Your reduced amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

There will be no further increases in your amount of life insurance.

If you have reached age 70, but not age 75, your amount of life insurance will be:

- 45% of the amount of life insurance you had prior to your first reduction; or
- 45% of the amount of life insurance shown above if you become insured on or after age 70 but before age 75.

Your reduced amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

There will be no further increases in your amount of life insurance.

If you have reached age 75 or more, your amount of life insurance will be:

- 30% of the amount of life insurance you had prior to your first reduction; or
- 30% of the amount of life insurance shown above if you become insured on or after age 75.

Your reduced amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

There will be no further increases in your amount of life insurance.

AMOUNT OF LIFE INSURANCE FOR YOUR DEPENDENTS

Plan D

Spouse:

\$10,000

Children:

| | |
|--|----------|
| 14 days to 6 months: | \$1,000 |
| 6 months to age 19 or to 26 if a full-time student: | \$10,000 |

THE AMOUNT OF LIFE INSURANCE FOR A DEPENDENT WILL NOT BE MORE THAN 100% OF YOUR AMOUNT OF LIFE INSURANCE.

OTHER FEATURES:

Accelerated Benefit

Conversion

Continuity of Coverage

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

BENEFITS AT A GLANCE

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

This accidental death and dismemberment insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death or for you in the event of any other covered loss. The amount you or your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death or any other covered loss according to the terms and provisions of the plan.

MUNICIPAL INSURANCE TRUST OF NORTH CAROLINA ORIGINAL PLAN

EFFECTIVE DATE: September 1, 2020

EMPLOYER'S PLAN

EFFECTIVE DATE: July 1, 2015

PLAN YEAR: September 1, 2020 to July 1, 2021 and each following July 1 to July 1

IDENTIFICATION

NUMBER: 466877 378

ELIGIBLE GROUP(S):

All full-time employees of Cleveland County Water in active employment in the United States with the Employer

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 30 hours per week.

WAITING PERIOD:

For employees in an eligible group on or before the Employer's effective date:

On completion of 30 days of continuous active employment unless your governmental unit has a waiting period longer than 30 days, if so coverage will become effective on the first day of satisfactory completion of your governmental unit's waiting period.

For employees entering an eligible group after the Employer's effective date:

On completion of 30 days of continuous active employment unless your governmental unit has a waiting period longer than 30 days, if so coverage will become effective on the first day of satisfactory completion of your governmental unit's waiting period.

You must be in continuous active employment in an eligible group during the specified waiting period.

REHIRE:

If your employment ends and you are rehired within 7 days, your previous work while in an eligible group will apply toward the waiting period. All other Summary of Benefits' provisions apply.

CREDIT PRIOR SERVICE:

Unum will apply any prior period of work with your Employer toward the waiting period to determine your eligibility date.

WHO PAYS FOR THE COVERAGE:

Your Employer pays the cost of your coverage.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:

**AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR YOU
(FULL AMOUNT)**

\$25,000

**AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AVAILABLE IF YOU
BECOME INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED**

If you have reached age 65, but not age 70, your amount of AD&D insurance will be:

- 65% of the amount of AD&D insurance you had prior to age 65; or
- 65% of the amount of AD&D insurance shown above if you become insured on or after age 65 but before age 70.

Your reduced amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

There will be no further increases in your amount of AD&D insurance.

If you have reached age 70, but not age 75, your amount of AD&D insurance will be:

- 45% of the amount of AD&D insurance you had prior to your first reduction; or
- 45% of the amount of AD&D insurance shown above if you become insured on or after age 70 but before age 75.

Your reduced amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

There will be no further increases in your amount of AD&D insurance.

If you have reached age 75 or more, your amount of AD&D insurance will be:

- 30% of the amount of AD&D insurance you had prior to your first reduction; or
- 30% of the amount of AD&D insurance shown above if you become insured on or after age 75.

Your reduced amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

There will be no further increases in your amount of AD&D insurance.

REPATRIATION BENEFIT FOR YOU

Maximum Benefit Amount:

Up to \$5,000

The Repatriation Benefit is separate from any accidental death and dismemberment benefit which may be payable. To receive the Repatriation Benefit, your accidental death benefit must be paid first.

SEATBELT(S) AND AIR BAG BENEFIT FOR YOU

Benefit Amount:

Seatbelt(s): 10% of the Full Amount of your accidental death and dismemberment insurance benefit.

Air Bag: 5% of the Full Amount of your accidental death and dismemberment insurance benefit.

Maximum Benefit Payment:

Seatbelt(s): \$25,000

Air bag: \$5,000

The Seatbelt(s) and Air Bag Benefit is separate from any accidental death and dismemberment benefit which may be payable. To receive the Seatbelt(s) and Air Bag Benefit, your accidental death benefit must be paid first.

EDUCATION BENEFIT

Each Qualified Child

Benefit Amount per Academic Year for which a Qualified Child is enrolled:

6% of the Full Amount of the employee's accidental death and dismemberment insurance to a maximum of \$6,000.

Maximum Benefit Payments:

4 per lifetime

Maximum Benefit Amount:

\$24,000

Maximum Benefit Period:

6 years from the date the first benefit payment has been made.

The Education Benefit is separate from any accidental death and dismemberment benefit which may be payable. In order for your Qualified Child to receive the Education Benefit, your accidental death benefit must be paid first.

EXPOSURE AND DISAPPEARANCE BENEFIT FOR YOU

Maximum Benefit Amount: The Full Amount

SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.

Continuity of Coverage is available under this plan - refer to the **ACCIDENTAL DEATH AND DISMEMBERMENT OTHER BENEFIT FEATURES** for further details.

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

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 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 this time limit, it must be given as soon as reasonably possible.

The claim form is available from your Employer and/or the Trust, 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.

WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

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. 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;
- 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 \$3,000 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 \$250 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, and dependent life coverage is continued, then your surviving spouse should name a beneficiary according to the requirements specified above for you.

HOW WILL UNUM MAKE PAYMENTS?

If your or your dependent'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, and dependent life coverage is continued, then your surviving spouse's death claim will be paid to your surviving spouse'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.

CLAIM INFORMATION

ACCIDENTAL DEATH AND DISMEMBERMENT 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 death or other covered loss, written notice and proof of claim must be sent no later than 90 days after the date of death or the date of any other covered loss.

If a claim is based on the Education Benefit, written notice and proof of claim must be sent no later than 60 days after the date of your death.

If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible.

The claim form is available from your Employer and/or the Trust, 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 your request, send Unum written proof of claim without waiting for the form.

HOW DO YOU FILE A CLAIM FOR A COVERED LOSS?

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 CLAIM?

If claim is based on death or other covered loss, proof of claim for death or covered loss, provided at your or your authorized representative's expense, must show:

- the cause of death or covered loss;
- the extent of the covered loss;
- the date of covered loss; and
- the name and address of any **hospital or institution** where treatment was received, including all attending **physicians**.

Also, in case of death, 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. Unum will deny your claim if the appropriate information is not submitted.

If a claim is based on the Education Benefit, proof of claim, provided at your authorized representative's expense, must show:

- the date of enrollment of your qualified child in an accredited post-secondary institution of higher learning;
- the name of the institution;

- a list of courses for the current academic term; and
- the number of credit hours for the current academic term.

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 accidental death and dismemberment 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;
- 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 \$3,000 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 \$250 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

HOW WILL UNUM MAKE PAYMENTS?

If your accidental death or dismemberment claim is at least \$10,000 Unum will make available to you or your beneficiary a **retained asset account** (the Unum Security Account).

Payment for the accidental death or dismemberment 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 accidental death or dismemberment claim is less than \$10,000, Unum will pay it in one lump sum to you or your beneficiary.

Also, your beneficiary may request the accidental death 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.

The Education Benefit will be paid to your qualified child or the qualified child's legal representative.

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 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFITS? (Assignability Rights)

The rights provided to you by the plan(s) for accidental death insurance benefits 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 dependent's death benefit as a result of a terminal illness which reduces life expectancy to less than 12 months).

- Receipt of these accelerated benefits may be taxable. Assistance should be sought from a personal tax advisor.
- 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). |

- 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?

Group 1

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

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

Group 2

The date you are eligible for coverage is the later of:

- the Employer's plan effective date; or
- the date you retire.

WHEN DOES YOUR COVERAGE BEGIN?

When you are not required to make contributions for your coverage under a plan, you will be covered at 12:01 a.m. on the date you are eligible for coverage.

When you are required to make contributions for your coverage under a plan, you will be covered at 12:01 a.m. on the latest of:

- the date you are eligible for coverage, if you apply for insurance on or before that date;
- the date you apply for insurance, if you apply within 31 days after your eligibility date; or
- the date Unum approves your evidence of insurability form, if evidence of insurability is required.

Evidence of insurability is required if you:

- are a late applicant, which means you apply for coverage more than 31 days after the date you are eligible for coverage; or
- voluntarily cancelled your coverage and are reapplying.

An evidence of insurability form can be obtained from your Employer.

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**, temporary layoff or leave of absence, your coverage will begin on 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 for up to 6 months.

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

If you are on a temporary **layoff**, and if premium is paid, you will be covered for up to 60 days following the date your temporary layoff begins.

If you are on a **leave of absence**, and if premium is paid, you will be covered for up to 60 days following the date your leave of absence begins.

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 immediately or on the date Unum approves your evidence of insurability form, if evidence of insurability is required. You must be in active employment or on a covered layoff or leave of absence.

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 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 under the Summary of Benefits ends on the earliest of:

- the date the Master Summary is cancelled;
- the date you no longer are in an eligible group;
- the date your Employer no longer is a participating member of the Trust;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions;
- the last day you are in active employment unless continued due to a covered layoff or leave of absence or due to an injury or sickness or due to retirement, as described in this certificate of coverage; or
- the date the Summary of Benefits or a plan under the Summary of Benefits is cancelled. In addition to non-payment of premium, Unum may cancel the Summary of Benefits or a plan under the Summary of Benefits if:
 - participation requirements are not met;
 - fewer than 10 employees are insured under a plan;
 - the Employer or the Trust does not promptly provide Unum with information that is reasonably required;
 - the Employer or the Trust fails to perform any of its obligations that relate to the Summary of Benefits;

- the Employer does not promptly report to Unum the names of any employees who are added or deleted from the eligible group of an Employer; or
- Unum determines that there is a significant change, in the size, occupation or age of the eligible group of an Employer as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Trust and/or its Employers.

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

WHEN ARE YOU ELIGIBLE TO ELECT DEPENDENT COVERAGE?

If you elect coverage for yourself or are insured under the plan, you are eligible to elect dependent coverage for your spouse only, your dependent children only or both.

WHEN ARE YOUR DEPENDENTS ELIGIBLE FOR COVERAGE?

The date your dependents are eligible for coverage is the later of:

- the date your insurance begins; or
- the date you first acquire a dependent.

WHAT DEPENDENTS ARE ELIGIBLE FOR COVERAGE?

The following dependents are eligible for coverage under the plan:

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

Coverage for your domestic partner is not available unless requested by your Employer. If it is available, "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 related by blood closer than would bar marriage, the sole named domestic partner, 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 dependent if your domestic partner is enrolled for coverage as an employee.
- Your unmarried children from 14 days but less than age 19.
- Your unmarried dependent children age 19 or over but under age 26 also are eligible if they are a full-time student at an **accredited school**.
- Your unmarried dependent children age 19 or over who became handicapped prior to the child's attainment of age 19.

- Your unmarried **handicapped** dependent children age 26 or over, who were full-time students at an **accredited school** immediately prior to becoming handicapped and who became handicapped prior to the child's attainment of age 26.

Unum must receive proof within 31 days of the date the child is eligible for coverage under this Summary of Benefits, and as required during the first two years. After the first two years, Unum will ask for proof when needed, but not more than once a year.

Children include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on you for main support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement in your home.

No dependent child may be covered by more than one employee in the plan.

No dependent child can be covered as both an employee and a dependent.

WHEN DOES YOUR DEPENDENT COVERAGE BEGIN?

You are required to make contributions for your dependent coverage under a plan. Your dependents will be covered at 12:01 a.m. on the later of:

- the date your dependents are eligible for coverage, if you apply for insurance on or before that date; or
- the date you apply for dependent insurance, if you apply within 31 days after your dependents' eligibility date.

WHEN CAN YOU APPLY FOR DEPENDENT COVERAGE IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR DEPENDENT'S ELIGIBILITY DATE? (Late Entrants)

You can apply for dependent coverage during an annual enrollment period or within 31 days of a change in status. Evidence of insurability is not required.

Unum and your Employer determine when the annual enrollment period begins and ends. Dependent coverage applied for during an annual enrollment period will begin at 12:01 a.m. on the first day of the next plan year.

Dependent coverage applied for due to a change in status will begin at 12:01 a.m. on the later of:

- the date of the change in status, if you apply for dependent coverage on or before that date; or
- the date you apply, if you apply within 31 days after the date of the change in status.

WHAT IF YOUR DEPENDENT IS TOTALLY DISABLED ON THE DATE YOUR DEPENDENT'S COVERAGE WOULD NORMALLY BEGIN?

If your eligible dependent is **totally disabled**, your dependent's coverage will begin on the date your eligible dependent no longer is totally disabled.

WHEN WILL CHANGES TO YOUR DEPENDENT'S COVERAGE TAKE EFFECT?

Once your dependent's coverage begins, any increased or additional dependent coverage due to a plan change requested by your Employer will take effect immediately, provided your dependent is not totally disabled. You must be in active employment or on a covered layoff or leave of absence.

If you are not in active employment due to injury or sickness, any increased or additional dependent coverage due to a plan change will begin on the date you return to active employment.

If your dependent is totally disabled, any increased or additional dependent coverage will begin on the date your dependent 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 DEPENDENT'S COVERAGE END?

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

- the date the Master Summary is cancelled;
- the date you no longer are in an eligible group;
- the date your Employer no longer is a participating member of the Trust;
- the date your eligible group is no longer covered;
- the date of your death;
- the last day of the period for which you made any required contributions;
- the last day you are in active employment unless continued due to a covered layoff or leave of absence or due to an injury or sickness or due to retirement, as described in this certificate of coverage; or
- the date the Summary of Benefits or a plan under the Summary of Benefits is cancelled. In addition to non-payment of premium, Unum may cancel the Summary of Benefits or a plan under the Summary of Benefits if:
 - participation requirements are not met;
 - fewer than 10 employees are insured under a plan;
 - the Employer or the Trust does not promptly provide Unum with information that is reasonably required;
 - the Employer or the Trust fails to perform any of its obligations that relate to the Summary of Benefits;
 - the Employer does not promptly report to Unum the names of any employees who are added or deleted from the eligible group of an Employer; or
 - Unum determines that there is a significant change, in the size, occupation or age of the eligible group of an Employer as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Trust and/or its Employers.

Coverage for any one dependent will end on the earliest of:

- the date your coverage under a plan ends;
- the date your dependent ceases to be an eligible dependent;
- 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 dependents are covered under the Summary of Benefits or plan under the Summary of Benefits.

WILL COVERAGE CONTINUE FOR A HANDICAPPED CHILD INSURED UNDER THE PLAN?

Coverage will continue for a child who is handicapped, provided:

- the child is currently insured under the plan; and
- the child is unmarried; and
- you are the main source of support and maintenance.

Unum must receive proof within 31 days of the date the child attains age 19 or, if a full-time student age 26 and as required during the first two years. After the first two years, Unum will ask for proof when needed, but not more than once a year.

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, your Employer or the Trust 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, your Employer or the Trust 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 or the Trust 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, your Employer and the Trust 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.

DOES THE TRUST ACT AS YOUR AGENT OR UNUM'S AGENT?

For the purposes of the Master Summary and this Summary of Benefits, the Trust acts on its own behalf, as your Employer's agent or as your agent. Under no circumstances will the Trust 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 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?

Group 1

"Annual Earnings" means your gross annual income from your Employer, including shift differential, 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 or 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 LAYOFF OR LEAVE OF ABSENCE?

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

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

When coverage ends under the plan, you and your dependents 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 dependents are insured for under the plan. You may convert a lower amount of life insurance.

You and your dependents 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 dependents 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 dependents 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 dependent'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 dependents 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 and/or the Trust 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 DEPENDENT'S DEATH BENEFIT FOR THE PLAN IF YOU OR YOUR DEPENDENT BECOMES TERMINALLY ILL? (Accelerated Benefit)

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

Your or your dependent's right to exercise this option and to receive payment is subject to the following:

- you or your dependent requests this election, in writing, on a form acceptable to Unum;
- you or your dependent must be terminally ill at the time of payment of the Accelerated Benefit;
- your or your dependent's physician must certify, in writing, that you or your dependent is terminally ill and your or your dependent'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.

Premium payments must continue to be paid on the full amount of life insurance.

Also, premium payments must continue to be paid on the full amount of your dependent's life insurance.

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 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 dependent should consult your personal tax advisor to assess the impact of this benefit.

LIFE INSURANCE

OTHER BENEFIT FEATURES

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES GROUP INSURANCE CARRIERS TO UNUM? (CONTINUITY OF COVERAGE)

Unum will provide coverage for you and your dependent(s) if you and your dependent(s) are covered by the prior policy on the day before the effective date of this Summary of Benefits, and if you would be eligible for coverage under this Summary of Benefits if you were in active employment on the effective date of this Summary of Benefits.

If you are on a covered layoff or leave of absence on the effective date of this Summary of Benefits, we will consider your layoff or leave of absence to have started on that date, and coverage for you and your dependent(s) under this provision will continue for the layoff or leave of absence period provided in this Summary of Benefits, or the layoff or leave of absence period remaining under the prior policy on the effective date of this Summary of Benefits, whichever period is shorter.

If you are absent from work due to injury or sickness on the effective date of this Summary of Benefits, then coverage under this provision will continue until the earliest of the date:

- you are no longer injured or sick,
- you return to active employment,
- you are approved for a disability extension of benefits or accrued liability under the prior policy, including premium waiver, or
- your employment ends.

Also, if you incur a covered loss but are not in active employment under this Summary of Benefits, any benefits payable under this Summary of Benefits will be limited to the amount that would have been paid by the prior carrier. Unum will reduce your payment by any amount for which the prior carrier is liable.

Coverage for you and your dependent(s) are subject to payment of required premium and all other terms of this Summary of Benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

BENEFIT INFORMATION

WHEN WILL YOUR BENEFICIARY RECEIVE PAYMENT IN THE EVENT OF YOUR DEATH IF YOUR DEATH IS THE DIRECT RESULT OF AN ACCIDENT?

Your beneficiary(ies) will receive payment when Unum approves your death claim providing you meet certain conditions.

WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF ACCIDENTAL DEATH?

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

WHEN WILL YOU RECEIVE PAYMENT IN THE EVENT OF CERTAIN OTHER COVERED LOSSES IF THE LOSS IS THE DIRECT RESULT OF AN ACCIDENT?

You will receive payment when Unum approves the claim.

HOW MUCH WILL UNUM PAY YOUR BENEFICIARY IN THE EVENT OF YOUR ACCIDENTAL DEATH OR YOU FOR CERTAIN OTHER COVERED LOSSES?

If Unum approves the claim, Unum will determine the payment according to the Covered Losses and Benefits List below. The benefit Unum will pay is listed opposite the corresponding covered loss.

The benefit will be paid only if an **accidental bodily injury** results in one or more of the covered losses listed below within 365 days from the date of the accident.

Also, the accident must occur while you are insured under the plan.

Covered Losses

Benefit Amounts

Life

The Full Amount

Both Hands or Both Feet or Sight of Both Eyes

The Full Amount

One Hand and One Foot

The Full Amount

One Hand and Sight of One Eye

The Full Amount

One Foot and Sight of One Eye

The Full Amount

Speech and Hearing

The Full Amount

Quadriplegia

The Full Amount

Triplegia

Three Quarters The Full Amount

| | |
|-------------------------------------|--------------------------------|
| Paraplegia | Three Quarters The Full Amount |
| One Hand or One Foot | One Half The Full Amount |
| Sight of One Eye | One Half The Full Amount |
| Speech or Hearing | One Half The Full Amount |
| Hemiplegia | One Half The Full Amount |
| Thumb and Index Finger of Same Hand | One Quarter The Full Amount |
| Uniplegia | One Quarter The Full Amount |

The most Unum will pay for any combination of Covered Losses from any one accident is the full amount.

The Full Amount is the amount shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "**BENEFITS AT A GLANCE**" page.

WHAT ARE YOUR ANNUAL EARNINGS?

Group 1

"Annual Earnings" means your gross annual income from your Employer, including shift differential, 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 or 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 LAYOFF OR LEAVE OF ABSENCE?

If you have an accidental bodily injury that results in one or more of the covered losses while you are on a covered layoff or leave of absence, we will use your annual earnings from your Employer in effect just prior to the date your absence began.

WHAT REPATRIATION BENEFIT WILL UNUM PROVIDE?

Unum will pay an additional benefit for the preparation and transportation of your body to a mortuary chosen by you or your authorized representative. Payment will be made if, as the result of a covered accident, you suffer loss of life at least 100 miles away from your principal place of residence.

However, when combined with two or more Unum accidental death and dismemberment insurance plans, the combined overall maximum for these plans together cannot exceed the actual expenses for the preparation and transportation of your body to a mortuary.

The maximum benefit amount is shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "**BENEFITS AT A GLANCE**" page.

WHAT SEATBELT(S) AND AIR BAG BENEFIT WILL UNUM PROVIDE?

Unum will pay you or your authorized representative an additional benefit if you sustain an accidental bodily injury which causes your death while you are driving or riding in a **Private Passenger Car**, provided:

For Seatbelt(s):

- the Private Passenger Car is equipped with seatbelt(s); and
- the seatbelt(s) were in actual use and properly fastened at the time of the covered accident; and
- the position of the seatbelt(s) are certified in the official report of the covered accident, or by the investigating officer. A copy of the police accident report must be submitted with the claim.

Also, if such certification is not available, and it is clear that you were properly wearing seatbelt(s), then we will pay the additional seatbelt benefit.

However, if such certification is not available, and it is unclear whether you were properly wearing seatbelt(s), then we will pay a fixed benefit of \$1,000.

An automatic harness seatbelt will not be considered properly fastened unless a lap belt is also used.

For Air Bag:

- the Private Passenger Car is equipped with an air bag for the seat in which you are seated; and
- the seatbelt(s) must be in actual use and properly fastened at the time of the covered accident.

No benefit will be paid if you are the driver of the Private Passenger Car and do not hold a current and valid driver's license.

No benefit will be paid if Unum is able to verify that the air bag(s) had been disengaged prior to the accident.

The accident causing your death must occur while you are insured under the plan.

The maximum benefit amount is shown in the ACCIDENTAL DEATH AND DISMEMBERMENT "**BENEFITS AT A GLANCE**" page.

WHAT EDUCATION BENEFIT WILL UNUM PROVIDE FOR YOUR QUALIFIED CHILDREN?

Unum will pay your authorized representative on behalf of each of your qualified children a lump sum payment if:

- you lose your life:
 - as a result of an accidental bodily injury; and
 - within 365 days after the date of the accident causing the accidental bodily injury;

- the accident causing your accidental bodily injury occurred while you were insured under the plan;
- proof is furnished to Unum that the child is a **qualified child**; and
- the qualified child continues to be enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level.

The benefit amount per academic year, maximum benefit payments, maximum benefit amount and maximum benefit period are shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "**BENEFITS AT A GLANCE**" page.

WHEN WILL THE EDUCATION BENEFIT END FOR EACH QUALIFIED CHILD?

The education benefit will terminate for each qualified child on the earliest of the following dates:

- the date your qualified child fails to furnish proof as required by us;
- the date your qualified child no longer qualifies as a dependent child for any reason except your death; or
- the end of the maximum benefit period.

WHAT COVERAGE FOR EXPOSURE AND DISAPPEARANCE BENEFIT WILL UNUM PROVIDE?

Unum will pay a benefit if you sustain an accidental bodily injury and are unavoidably exposed to the elements and suffer a loss.

We will presume you suffered loss of life due to an accident if:

- you are riding in a common public passenger carrier that is involved in an accident covered under the Summary of Benefits; and
- as a result of the accident, the common public passenger carrier is wrecked, sinks, is stranded, or disappears; and
- your body is not found within 1 year of the accident.

Also, the accident must occur while you are insured under the plan.

The maximum benefit amount is shown in the ACCIDENTAL DEATH AND DISMEMBERMENT "**BENEFITS AT A GLANCE**" page.

WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?

Your plan does not cover any accidental losses caused by, contributed to by, or resulting from:

- suicide, self destruction while sane, intentionally self-inflicted injury while sane, or self-inflicted injury while sane, or self-inflicted injury while insane.
- active participation in a riot.
- an attempt to commit or commission of a crime.
- the use of any prescription or non-prescription drug, poison, fume, or other chemical substance unless used according to the prescription or direction of your physician. This exclusion will not apply to you if the chemical substance is ethanol.
- disease of the body or diagnostic, medical or surgical treatment or mental disorder as set forth in the latest edition of the Diagnostic and Statistical Manual of Mental Disorders.

- being **intoxicated**.
- bacterial infection. This exclusion does not apply to you when the bacterial infection is due directly to an accidental cut or wound.
- war, declared or undeclared, or any act of war.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

OTHER BENEFIT FEATURES

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES GROUP INSURANCE CARRIERS TO UNUM? (CONTINUITY OF COVERAGE)

Unum will provide coverage for you if you were covered by the prior policy on the day before the effective date of this Summary of Benefits, and if you would be eligible for coverage under this Summary of Benefits if you were in active employment on the effective date of this Summary of Benefits.

If you are on a covered layoff or leave of absence on the effective date of this Summary of Benefits, we will consider your layoff or leave of absence to have started on that date, and coverage for you under this provision will continue for the layoff or leave of absence period provided in this Summary of Benefits, or the layoff or leave of absence period remaining under the prior policy on the effective date of this Summary of Benefits, whichever period is shorter.

If you are absent from work due to injury or sickness on the effective date of this Summary of Benefits, then coverage under this provision will continue until the earliest of the date:

- you are no longer injured or sick,
- you return to active employment,
- you are approved for a disability extension of benefits or accrued liability under the prior policy, including premium waiver, or
- your employment ends.

Also, if you incur a covered loss but are not in active employment under this Summary of Benefits, any benefits payable under this Summary of Benefits will be limited to the amount that would have been paid by the prior carrier. Unum will reduce your payment by any amount for which the prior carrier is liable.

Coverage for you is subject to payment of required premium and all other terms of this Summary of Benefits.

GLOSSARY

ACCIDENTAL BODILY INJURY means bodily harm caused by accident and not contributed to by any other cause.

ACCREDITED SCHOOL means an accredited post-secondary institution of higher learning for full-time students beyond the 12th grade level.

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.

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

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

EMPLOYER means a participating member of the Municipal Insurance Trust of North Carolina who is eligible, has elected and has been approved by Unum for coverage under the Master Summary issued to Municipal Insurance Trust of North Carolina, and who is named on the first page of a Summary of Benefits issued by Unum and in all amendments. It includes any divisions, subsidiaries or affiliated companies named in the Summary of Benefits.

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

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

HANDICAPPED means permanently and continuously incapable of self sustaining support by reason of mental or physical incapacity.

HEMIPLEGIA means total and irreversible paralysis of both limbs on either side of the body (i.e. the right arm and right leg or the left arm and left leg).

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

INJURY means a bodily injury that is the direct result of an accident and not related to any other cause.

INSURED means any person covered under a plan.

INTOXICATED means that your blood alcohol level equals or exceeds the legal limit for operating a motor vehicle in the state where the accident occurred.

LAYOFF or **LEAVE OF ABSENCE** means you are temporarily absent 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 temporary layoff or leave of absence.

LOSS OF A FOOT means that all of the foot is cut off at or above the ankle joint.

LOSS OF A HAND means that all four fingers are cut off at or above the knuckles joining each to the hand.

LOSS OF HEARING means the total and irrecoverable loss of hearing in both ears.

LOSS OF SIGHT means the eye is totally blind and that no sight can be restored in that eye.

LOSS OF SPEECH means the total and irrecoverable loss of speech.

LOSS OF THUMB AND INDEX FINGER means that all of the thumb and index finger are cut off at or above the joint closest to the wrist.

MASTER SUMMARY means the group Master Summary issued to Municipal Insurance Trust of North Carolina in which an Employer is a participating member.

MUNICIPAL INSURANCE TRUST OF NORTH CAROLINA means the Applicant named in the Application for Participation in the Select Group Insurance Trust and who is named on the first page of the Master Summary, the first page of each Employer's Summary of Benefits and in all amendments.

PARAPLEGIA means total and irreversible paralysis of both lower limbs.

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, children, parents or siblings as a physician for a claim that you send to us.

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

PRIVATE PASSENGER CAR means a validly registered four-wheel private passenger car (including Employer-owned cars), station wagons, jeeps, pick-up trucks, and vans that are used only as private passenger cars.

QUADRIPLEGIA means total and irreversible paralysis of all four limbs.

QUALIFIED CHILD is any of your unmarried dependent children under age 25 who, on the date of your death as a result of an accidental bodily injury, was either:

- enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level; or
- at the 12th grade level and enrolls as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level within 365 days following the date of your death.

Children include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on you for main support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement in your home.

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

RETIREE means a person who was in active employment in the United States with the Employer just prior to their date of retirement.

SELECT GROUP INSURANCE TRUST means the policyholder trust named on the first page of the Master Summary, each Employer's Summary of Benefits and all amendments to the policy.

SICKNESS means an illness or disease.

TOTALLY DISABLED means that, as a result of an injury, a sickness or a disorder:

Your dependent:

- is confined in a hospital or similar institution; or
- is confined at home under the care of a physician for a sickness or injury.

TRIPLEGIA means total and irreversible paralysis of three limbs.

UNIPLEGIA means total and irreversible paralysis of one limb.

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.

GROUP LIFE

THE FOLLOWING NOTICES AND CHANGES TO YOUR COVERAGE ARE REQUIRED BY CERTAIN STATES. PLEASE READ CAREFULLY.

State variations apply and are subject to change. Consult your employer or plan administrator for the most current state provisions that may apply to you.

If you have a complaint about your insurance you may contact Unum at 1-800-321-3889, or the department of insurance in your state of residence. Links to the websites of each state department of insurance can be found at www.naic.org.

Si usted tiene alguna queja acerca de su seguro puede comunicarse con Unum al 1-800-321-3889, o al departamento de seguros de su estado de residencia. Puede encontrar enlaces a los sitios web de los departamentos de seguros de cada estado en www.naic.org.

If you had group life coverage in place with your employer through another carrier when your employer changed carriers to Unum, your prior coverage may be continued under the Unum plan to the extent the laws of your resident state require such right to continue.

The states of **Florida and Maryland** require us to advise residents of those states that if your Certificate was issued in a jurisdiction other than the state in which you reside, it may not provide all of the benefits required by the laws of your residence state.

Full effect will be given to your state's civil union, domestic partner and same sex marriage laws to the extent they apply to you under a group insurance policy issued in another state.

If you are a resident of one of the states noted below, and the provisions referenced below appear in your Certificate in a form less favorable to you as an insured, they are amended as follows:

For residents of Colorado:

The **HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?** provision in the **GENERAL PROVISIONS** section of the policy is amended so that after your coverage has been in force for two (2) or more years your coverage may not be rescinded for any reason.

The **WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?** provision in the **Life Insurance Benefit Information** section of the policy is amended to limit the suicide exclusion to 12 months after the effective date of coverage or the date any increases or additional insurance becomes effective.

For residents of Connecticut:

The **WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended by deleting the exclusion for

use of drugs, poisons, fumes or other chemical substances and amended to restate the crime or felony exclusion to read, "an attempt to commit or commission of a felony."

For residents of Illinois:

The ***WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the phrase "contributed to by."

The ***WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the phrase "contributed to by" and by limiting the application of the drug and chemical substance exclusion to "voluntary" use of a prescription or non prescription drug, poison, fume or other chemical substance.

For residents of Louisiana:

The ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended so that after your coverage has been in force for two (2) or more years your coverage may not be rescinded for any reason.

The ***WHAT DEPENDENTS ARE ELIGIBLE FOR COVERAGE?*** provision in the **GENERAL PROVISIONS** section of the policy is amended by providing that unmarried dependent children may be covered from live birth until age 21 or such older age as stated in the policy.

For residents of Minnesota:

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to include the additional right to continue coverage for up to 18 months at no more than 102% of the cost of your coverage under the group policy if your coverage terminates or you are laid off.

The ***PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE*** provision in the **LIFE INSURANCE OTHER BENEFIT FEATURES** section of the policy and the **ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE OTHER BENEFIT FEATURES** section of the policy, if applicable, are amended to provide that you may continue your coverage in the amount you are insured for under the group policy. However, the amount of your ported life insurance must be equal to or greater than the amount of your ported accidental death and dismemberment insurance.

The ***PREMIUM RATE CHANGES FOR PORTABLE COVERAGE*** provision in the **LIFE INSURANCE OTHER BENEFIT FEATURES** section of the policy and the **AD&D INSURANCE OTHER BENEFIT FEATURES** section of the policy, are amended to provide that Unum may not change rates until your or your dependents' ported coverage has been in effect for 18 months.

The ***WHAT HAPPENS IF Unum OVERPAYS YOUR CLAIM?*** in the **LIFE INSURANCE CLAIM INFORMATION** section of the policy and the ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** in the **GENERAL**

PROVISIONS section of the policy are amended by deleting all references to fraud and the provision ***HOW WILL Unum HANDLE INSURANCE FRAUD?*** in the **GENERAL PROVISIONS** section of the policy is removed.

For residents of Montana:

The ***WHAT LIMITED CONVERSION IS AVAILABLE IF THE POLICY OR THE PLAN IS CANCELLED? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended so that the period of time you must be insured under the plan is 3 years.

For residents of New Hampshire:

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that your Employer must notify you of your right to convert your coverage. You have 15 days from the date your Employer notifies you of your conversion privileges to convert your coverage.

The ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended so that after your coverage has been in force for two (2) or more years your coverage may not be rescinded for any reason.

For residents of New York:

The ***APPLYING FOR PORTABLE COVERAGE*** provision in the **LIFE INSURANCE OTHER BENEFIT FEATURES** section of the policy and the **ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE OTHER BENEFIT FEATURES** section of the policy is amended by removing the prohibition on porting coverage if you, your spouse or your dependent are injured or sick.

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy and ***APPLYING FOR PORTABLE COVERAGE*** provision in the **LIFE INSURANCE OTHER BENEFIT FEATURES** section of the policy and the **AD&D INSURANCE OTHER BENEFIT FEATURES** section of the policy, are amended to provide you have 90 days to convert or port your coverage from the date your life insurance terminates, or if the employer notifies you of your conversion or port rights within 90 days, 45 days from the date of that notice.

The ***WHAT SEATBELT(S) AND AIRBAG BENEFIT WILL Unum PROVIDE?*** provision in the **AD&D INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the requirement that the driver must have a valid driver's license.

The ***WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **AD&D INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the exclusion for being intoxicated.

For residents of North Carolina:

The ***APPLYING FOR PORTABLE COVERAGE*** provision in the **LIFE INSURANCE OTHER BENEFIT FEATURES** section of the policy and the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE OTHER BENEFIT FEATURES** section of the

policy is amended by removing the prohibition on porting coverage if you, your spouse or your dependent are injured or sick.

For residents of North Dakota:

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that your Employer must notify you of your right to convert your coverage. You have 15 days from the date your Employer notifies you of your conversion privileges to convert your coverage.

The ***WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to limit the suicide exclusion to 12 months after the effective date of coverage.

The **SICKNESS** definition in the **GLOSSARY** section of the policy is amended to mean an illness or disease.

For residents of Oklahoma:

The ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended so that after your coverage has been in force for two (2) or more years your coverage may not be rescinded for any reason.

The ***WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended to limit the suicide and self inflicted injury exclusion to suicide while sane or insane.

For residents of Oregon:

The ***WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that in the event of death by suicide during the suicide exclusion period, a refund of premiums will be made.

For residents of Pennsylvania:

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that your Employer must notify you of your right to convert your coverage. You have 15 days from the date your Employer notifies you of your conversion privileges to convert your coverage. In no event will the time allowed for you to exercise the life conversion privilege be extended beyond 90 days from the date your life insurance terminates.

The ***HOW MUCH WILL Unum PAY YOUR BENEFICIARY IN THE EVENT OF YOUR ACCIDENTAL DEATH OR YOU FOR YOUR DEPENDENT'S ACCIDENTAL DEATH OR FOR CERTAIN OTHER COVERED LOSSES?*** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the requirement that for a claim to be payable, a death that results from an accidental bodily injury must occur within 365 days from the date of the accident.

For residents of South Carolina:

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that your Employer must notify you of your right to convert your coverage. You have 15 days from the date your Employer notifies you of your conversion privileges to convert your coverage.

The ***WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?*** provision in the **GENERAL PROVISIONS** section of the policy is amended to allow up to 6 years from the date proof of claim is required to start a legal action regarding your claim.

The war exclusion in the ***WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended to read, "participation in a war, declared or undeclared, or any act of war."

For residents of South Dakota:

The ***WHAT LIMITED CONVERSION IS AVAILABLE IF THE SUMMARY OF BENEFITS OR THE PLAN IS CANCELLED? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended by removing the \$10,000 limitation on the individual life policy maximum available.

The definition of **PHYSICIAN** in the **GLOSSARY** section of the policy is amended so that the limitation on the provision of physician services by family members reads as follows:

Unum will not recognize as a physician the claimant or any member of the claimant's family residing in the claimant's household.

The ***WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION** section of the policy is amended by deleting the exclusions for intoxication, operating a vehicle while intoxicated and use of a chemical substance.

For residents of Texas:

The ***WHAT DEPENDENTS ARE ELIGIBLE FOR COVERAGE?*** provision in the **GENERAL PROVISIONS** section of the policy is amended by providing that unmarried dependent children may be covered until age 26 or such older age as stated in the policy regardless of student status.

For residents of Vermont:

If the policy is marketed in Vermont, the policyholder has a principal office or is organized in Vermont, or there are more than 25 Vermont residents insured under the policy:

The ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that your Employer must notify you of your right to convert

your coverage. You have 15 days from the date your Employer notifies you of your conversion privileges to convert your coverage. In addition, in no event will the time allowed for you to exercise the life conversion privilege be extended beyond 90 days from the date your life insurance terminates.

For residents of Washington:

The **ACTIVE EMPLOYMENT** definition in the **GLOSSARY** section of the policy is amended to include the following:

A period of up to 6 months during which you are not working due to a strike, lockout or other labor dispute is considered active employment. Your employer may require you to pay premium during this period of time.

The ***WILL Unum ACCELERATE YOUR OR YOUR DEPENDENT'S DEATH BENEFIT FOR THE PLAN IF YOU OR YOUR DEPENDENT BECOMES TERMINALLY ILL? (Accelerated Benefit)*** in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended by changing the life expectancy requirement to 24 months or less, or such longer period as stated in the policy.

The ***WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to remove any exclusion for death caused by suicide.

For residents of West Virginia:

The ***WHAT LIMITED CONVERSION IS AVAILABLE IF THE POLICY OR THE PLAN IS CANCELLED? (Conversion Privilege)*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended so that the period of time you must be insured under the plan is 3 years.

For residents of Wisconsin:

The ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended so that after your coverage has been in force for two (2) or more years your coverage may not be rescinded for any reason.

The ***WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER BEGIN?*** provision in the **LIFE INSURANCE BENEFIT INFORMATION** section of the policy is amended to provide that once your waiver claim is approved, premium waiver is retroactive to the end of the elimination period.

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.

This coverage may be provided under a Plan that provides other benefits as well. Contributions to the Plan are made as stated under your certificate of coverage. The contributions made by you and your Employer, if any, for this coverage may be used by the Plan to provide any of the benefits under the Plan. The Employer is ultimately responsible for paying any difference between the total cost of benefits under the Plan and the amounts you and other employees contribute.

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

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.

APPEAL PROCEDURES

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.

**NOTICE CONCERNING COVERAGE 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 person 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 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 a 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 the purchase any kind of insurance policy.

**North Carolina Life and Health Insurance Guaranty Association
4441 SIX FORKS RD STE 106-153
RALEIGH NC 27609-5729**

**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. Below 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 the 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 payment 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 contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, 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.