



**University of Southern California**

Your Group Life and Accidental Death  
and Dismemberment Plan

Identification No. 134781 011

Underwritten by Unum Life Insurance Company of America

2/9/2015



## CERTIFICATE OF COVERAGE

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

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

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

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

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

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

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

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# BENEFITS AT A GLANCE

## LIFE INSURANCE PLAN

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

### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** April 1, 2009

### PLAN YEAR:

April 1, 2009 to January 1, 2010 and each following January 1 to January 1

### IDENTIFICATION

**NUMBER:** 134781 011

### ELIGIBLE GROUP(S):

#### Group 1

All full time employees covered by CBA agreements in active employment in the United States with the Employer

#### Group 2

All part time employees in active employment in the United States with the Employer

### MINIMUM HOURS REQUIREMENT:

#### All full time employees covered by CBA agreements

Employees must be working at least 32 hours per week.

#### All part time employees

Employees must be working at least 24 hours per week.

### WAITING PERIOD:

For employees in an eligible group on or before April 1, 2009: 30 days of continuous active employment

For employees entering an eligible group after April 1, 2009: 30 days of continuous active employment

### REHIRE:

If your employment ends and you are rehired within 1 year, your previous work while in an eligible group will apply toward the waiting period. All other Summary of Benefits' provisions apply.

### WHO PAYS FOR THE COVERAGE:

#### For You:

*Basic Benefit:*

#### All full time employees covered by CBA agreements

Your Employer pays the cost of your coverage.

#### All part time employees

No Coverage

*Additional Benefit:*

You pay the cost of your coverage.

**For Your Dependents:**

You and your Employer share the cost of your dependent coverage.

**LIFE INSURANCE BENEFIT:**

**AMOUNT OF LIFE INSURANCE FOR YOU**

**BASIC BENEFIT**

**All full time employees covered by CBA agreements**

1 x annual earnings to a maximum of \$50,000

**All part time employees**

No Coverage

**All full time employees covered by CBA agreements**

All amounts are rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

**ADDITIONAL BENEFIT OPTIONS:**

*Option A*

1 x annual earnings

*Option B*

2 x annual earnings

*Option C*

3 x annual earnings

*Option D*

4 x annual earnings

*Option E*

No Coverage

All amounts are rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

**AMOUNT OF ADDITIONAL LIFE 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 on January 1 of the current plan year, 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.

If you receive an increase in the amount of your life insurance due to a change in your annual earnings, this amount will also be reduced to 65%. In no event will the amount of additional life insurance be less than \$10,000.

If you have reached age 70 or more on January 1 of the current plan year, your amount of life insurance will be:

- 50% of the amount of life insurance you had prior to your first reduction; or

- 50% of the amount of life insurance shown above if you become insured on or after age 70.

If you receive an increase in the amount of your life insurance due to a change in your annual earnings, this amount will also be reduced to 50%. In no event will the amount of additional life insurance be less than \$10,000.

EVIDENCE OF INSURABILITY IS REQUIRED FOR THE AMOUNT OF YOUR INSURANCE (BASIC AND ADDITIONAL BENEFITS COMBINED) OVER:

\$550,000

Evidence of Insurability **is not required** for amounts of life insurance you had in force with your Employer's prior carrier on the termination date of the prior carrier's plan.

Evidence of Insurability **is required** for amounts of life insurance in excess of the greater of:

- The amount(s) of life insurance you had in force with your Employer's prior carrier on the termination date of the prior carrier's plan; or
- The amount(s) of life insurance over the amount shown above.

MINIMUM BENEFIT OF LIFE INSURANCE FOR YOU:

**BASIC BENEFIT**

**All full time employees covered by CBA agreements**

\$10,000

**ADDITIONAL BENEFIT**

\$10,000

OVERALL MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOU (BASIC AND ADDITIONAL BENEFITS COMBINED):

\$1,050,000

**AMOUNT OF LIFE INSURANCE FOR YOUR DEPENDENTS**

**Spouse:**

*Option A*

\$5,000

*Option B*

\$10,000

*Option C*

\$25,000

*Option D*

\$50,000

*Option E*

No Coverage

THE AMOUNT OF YOUR SPOUSE'S LIFE INSURANCE WILL REDUCE BY THE SAME PERCENTAGE AND AT THE SAME TIME YOUR LIFE INSURANCE REDUCES. HOWEVER, IF YOUR SPOUSE'S CURRENT LEVEL IS LESS THAN 50% OF YOUR REDUCED OPTIONAL BENEFIT AMOUNT OF ADDITIONAL LIFE INSURANCE, YOUR SPOUSE'S AMOUNT WILL NOT REDUCE AT THAT TIME.

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

\$25,000

Evidence of Insurability **is not required** for amounts of life insurance your spouse had in force with your Employer's prior carrier on the termination date of the prior carrier's plan.

Evidence of Insurability **is required** for amounts of life insurance in excess of the greater of:

- The amount(s) of life insurance your spouse had in force with your Employer's prior carrier on the termination date of the prior carrier's plan; or
- The amount(s) of life insurance over the amount shown above.

**Children:**

*Option A*

Live birth to age 25:                      \$5,000

*Option B*

Live birth to age 25:                      \$10,000

*Option C*

No Coverage

THE AMOUNT OF LIFE INSURANCE FOR YOUR CHILDREN WILL NOT BE MORE THAN 50% OF YOUR AMOUNT OF LIFE INSURANCE.

**SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.**

**OTHER FEATURES:**

Accelerated Benefit

Conversion

Portability

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

**The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.** The plan includes enrollment, risk management and other support services related to your Employer's Benefit Program.



# 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. You also have the opportunity to have coverage for your dependents.

### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** April 1, 2009

### PLAN YEAR:

April 1, 2009 to January 1, 2010 and each following January 1 to January 1

### IDENTIFICATION

**NUMBER:** 134781 011

### ELIGIBLE GROUP(S):

#### Group 1

All full time employees covered by CBA agreements in active employment in the United States with the Employer

#### Group 2

All part time employees in active employment in the United States with the Employer

### MINIMUM HOURS REQUIREMENT:

#### All full time employees covered by CBA agreements

Employees must be working at least 32 hours per week.

#### All part time employees

Employees must be working at least 24 hours per week.

### WAITING PERIOD:

For employees in an eligible group on or before April 1, 2009: 30 days of continuous active employment

For employees entering an eligible group after April 1, 2009: 30 days of continuous active employment

### REHIRE:

If your employment ends and you are rehired within 1 year, your previous work while in an eligible group will apply toward the waiting period. All other Summary of Benefits' provisions apply.

### WHO PAYS FOR THE COVERAGE:

#### For You:

*Basic Benefit:*

#### All full time employees covered by CBA agreements

Your Employer pays the cost of your coverage.

#### All part time employees

No Coverage

*Additional Benefit:*

You pay the cost of your coverage.

**For Your Dependents:**

You pay the cost of your dependent coverage.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:**

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

**BASIC BENEFIT**

**All full time employees covered by CBA agreements**

1 x annual earnings to a maximum of \$50,000

**All part time employees**

No Coverage

**All full time employees covered by CBA agreements**

All amounts are rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

**ADDITIONAL BENEFIT OPTIONS:**

*Option A*

1 x annual earnings

*Option B*

2 x annual earnings

*Option C*

3 x annual earnings

*Option D*

4 x annual earnings

*Option E*

No Coverage

All amounts are rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

**AMOUNT OF ADDITIONAL 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 on January 1 of the current plan year, 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.

If you receive an increase in the amount of your AD&D insurance due to a change in your annual earnings, this amount will also be reduced to 65%. In no event will the amount of additional AD&D insurance be less than \$10,000.

If you have reached age 70 or more on January 1 of the current plan year, your amount of AD&D insurance will be:

- 50% of the amount of AD&D insurance you had prior to your first reduction; or
- 50% of the amount of AD&D insurance shown above if you become insured on or after age 70.

If you receive an increase in the amount of your AD&D insurance due to a change in your annual earnings, this amount will also be reduced to 50%. In no event will the amount of additional AD&D insurance be less than \$10,000.

MINIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU:

**BASIC BENEFIT**

**All full time employees covered by CBA agreements**

\$10,000

**ADDITIONAL BENEFIT**

\$10,000

OVERALL MAXIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU (BASIC AND ADDITIONAL BENEFITS COMBINED):

\$1,050,000

**AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOUR DEPENDENTS (FULL AMOUNT)**

**Spouse:**

*Option A*

\$25,000

*Option B*

\$50,000

*Option C*

No Coverage

THE AMOUNT OF YOUR SPOUSE'S AD&D INSURANCE WILL REDUCE BY THE SAME PERCENTAGE AND AT THE SAME TIME YOUR AD&D INSURANCE REDUCES.

**Children:**

*Option A*

Live birth to age 25:                      \$10,000

*Option B*

No Coverage

THE AMOUNT OF AD&D INSURANCE FOR A DEPENDENT WILL NOT BE MORE THAN 50% OF YOUR AMOUNT OF AD&D INSURANCE.

**REPATRIATION BENEFIT FOR YOU AND YOUR DEPENDENTS**

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 or your dependent's accidental death benefit must be paid first.

### **SEATBELT(S) AND AIR BAG BENEFIT FOR YOU AND YOUR DEPENDENTS**

Benefit Amount:

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

Air Bag: 5% of the Full Amount of your or your dependent's 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 or your dependents 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 AND YOUR DEPENDENTS**

Maximum Benefit Amount: The Full Amount

### **CHILD CARE BENEFIT**

Each Qualified Child

Annual Benefit Amount:

Birth through age 13

The lesser of:

- 5% of the Full Amount of your or your spouse's accidental death and dismemberment insurance; or

- \$3,000

Maximum Benefit Amount:

\$12,000

Maximum Benefit Period:

4 consecutive years

If, at the time of your or your spouse's death, you have no Qualified Child eligible for the Child Care Benefit, we will pay 5% of the Full Amount to a maximum benefit of \$2,000 to you, your spouse, your beneficiary or your or your spouse's authorized representative.

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

This benefit will only be paid once per accident, even if you and your spouse suffers an injury in the same accident

### **COMA BENEFIT FOR YOU AND YOUR DEPENDENTS**

Monthly Benefit Amount:

1% of the Full Amount of your or your dependents accidental death and dismemberment insurance benefit

Maximum Number of Months:

100 months

### **FELONIOUS ASSAULT BENEFIT FOR YOU**

Benefit Amount:

10% of the Full Amount of your accidental death and dismemberment insurance benefit

Maximum Benefit Amount:

\$10,000

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

### **REHABILITATION PHYSICAL THERAPY BENEFIT FOR YOU AND YOUR DEPENDENTS**

Benefit Amount:

10% of the Full Amount of your or your dependent's accidental death and dismemberment insurance benefit

Maximum Benefit Amount:

\$10,000

The Rehabilitation Physical Therapy Benefit is separate from any accidental death and dismemberment benefit which may be payable. In order to receive the Rehabilitation Physical Therapy Benefit, your or your dependent's accidental death and dismemberment must be paid first.

**SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.**

**OTHER FEATURES:**

Portability

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

**The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.** The plan includes enrollment, risk management and other support services related to your Employer's Benefit Program.

## **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 no later than 1 year after the proof is required as specified above. These time limits will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

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

#### ***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 \$2,000 to the person or institution that appears to have assumed the custody and main support of the beneficiary. This payment made in good faith satisfies Unum's legal duty to the extent of that payment and Unum will not have to make payment again.

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

In addition, if you do not survive your spouse, 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 no later than 1 year after the time proof is required as specified above. These time limits will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

The claim form is available from your Employer, or you or your authorized representative can request a claim form from us. If you or your authorized representative does not receive the form from Unum within 15 days of 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 \$2,000 to the person or institution that appears to have assumed the custody and main support of the beneficiary. This payment made in good faith satisfies Unum's legal duty to the extent of that payment and Unum will not have to make payment again.

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

In addition, if you do not survive your spouse, and dependent accidental death and dismemberment 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 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, you or 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 Child Care Benefit will be paid to you, your spouse, your beneficiary or your or your spouse's authorized representative.

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

If you do not survive your spouse, and dependent accidental death and dismemberment 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 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.

## GENERAL PROVISIONS

### **WHAT IS THE CERTIFICATE OF COVERAGE?**

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

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

### **WHEN ARE YOU ELIGIBLE FOR COVERAGE?**

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

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

### **WHEN DOES YOUR LIFE COVERAGE BEGIN?**

#### **Group 1**

This plan provides additional life benefit options in addition to the basic life benefit. When you first become eligible for coverage, you may apply for any additional life benefit option, however, you cannot be covered under more than one additional life option at a time.

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

Your Employer pays 100% of the cost of your coverage under the basic life benefit. You will automatically be covered under the basic life benefit at 12:01 a.m. on the date you are eligible for coverage.

You pay 100% of the cost yourself for any additional life option. 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 for life insurance, if evidence of insurability is required.

#### **Group 2**

This plan provides additional life benefit options that you can choose. When you first become eligible for coverage, you may apply for any additional life benefit option, however, you cannot be covered for more than one additional life benefit option under the plan.

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

You pay 100% of the cost yourself for any additional life option. 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.

***WHEN CAN YOU APPLY FOR ADDITIONAL LIFE BENEFIT OPTIONS IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR ELIGIBILITY DATE? (LATE ENTRANTS)***

You can apply for additional life benefit options at anytime during the plan year. Evidence of insurability is required for any amount of life insurance. Evidence of insurability is not required for accidental death and dismemberment insurance.

Additional life coverage will begin at 12:01 a.m. on:

- the date you apply for accidental death and dismemberment insurance; or
- the date Unum approves your evidence of insurability form for life insurance.

***WHEN CAN YOU CHANGE YOUR LIFECOVERAGE BY CHOOSING ANOTHER ADDITIONAL BENEFIT OPTION? (This does not apply to Late Entrants)***

You can change your life coverage by applying for a different additional life benefit option at anytime during the plan year. You can increase your additional life coverage any number of benefit options up to the maximum benefit available under the plan or decrease your additional life coverage any number of benefit options.

Evidence of insurability is required if you increase your additional lifecoverage by any level or if you apply for any amount of additional life insurance over the amount shown in the LIFE INSURANCE "**BENEFITS AT A GLANCE**" page.

If you are not approved for the increase in your additional life coverage, you will automatically remain at the same level you had prior to applying for the increase.

A change in additional life coverage that is made at anytime during the plan year will begin at 12:01 a.m. on the later of:

- the date you apply for the change in additional life coverage; or
- the date Unum approves your evidence of insurability form for life insurance, if evidence of insurability is required.

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

***WHEN DOES YOUR LIFE ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE BEGIN?***

**Group 1**

This plan provides additional accidental death and dismemberment benefit options in addition to the basic accidental death and dismemberment benefit. When you first

become eligible for coverage, you may apply for any additional accidental death and dismemberment benefit option, however, you cannot be covered under more than one additional accidental death and dismemberment option at a time.

Your Employer pays 100% of the cost of your coverage under the basic accidental death and dismemberment benefit. You will automatically be covered under the basic accidental death and dismemberment benefit at 12:01 a.m. on the date you are eligible for coverage.

You pay 100% of the cost yourself for any additional accidental death and dismemberment option. You will be covered at 12:01 a.m. on the later of:

- the date you are eligible for coverage, if you apply for additional accidental death and dismemberment insurance on or before that date;
- the date you apply for additional accidental death and dismemberment insurance, if you apply within 31 days after your eligibility date.

## **Group 2**

This plan provides additional accidental death and dismemberment benefit options that you can choose. When you first become eligible for coverage, you may apply for any additional accidental death and dismemberment benefit option, however, you cannot be covered for more than one additional accidental death and dismemberment option under the plan.

You pay 100% of the cost yourself for any additional accidental death and dismemberment option. You will be covered at 12:01 a.m. on the later of:

- the date you are eligible for additional accidental death and dismemberment coverage, if you apply for insurance on or before that date;
- the date you apply for additional accidental death and dismemberment insurance, if you apply within 31 days after your eligibility date; or

### ***WHEN CAN YOU APPLY FOR ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT OPTIONS IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR ELIGIBILITY DATE? (LATE ENTRANTS)***

You can apply for additional accidental death and dismemberment benefit options at anytime during the plan year.

Additional accidental death and dismemberment coverage applied for during the plan year will begin at 12:01 a.m. on the date you apply for additional accidental death and dismemberment insurance.

- the date you apply for accidental death and dismemberment insurance; or
- the date Unum approves your evidence of insurability form for life insurance.

### ***WHEN CAN YOU CHANGE YOUR ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE?***

You can change your additional accidental death and dismemberment coverage by applying for a different additional accidental death and dismemberment benefit option at anytime during the plan year. You can increase your additional accidental death and dismemberment coverage any number of benefit options up to the



maximum benefit available under the plan or decrease your additional accidental death and dismemberment coverage any number of benefit options.

A change in additional accidental death and dismemberment coverage that is made at anytime during the plan year will begin at 12:01 a.m. on the date you apply for the change in additional accidental death and dismemberment coverage.

***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 12 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 through the end of the month that immediately follows the month in which your temporary layoff begins.

If you are on a **leave of absence**, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your leave of absence begins.

***ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE NOT WORKING DUE TO A LABOR DISPUTE INVOLVING YOUR EMPLOYER?***

If you are not working due to a labor dispute involving your Employer, and if premium is paid, coverage will be continued until:

- the expiration of 6 months from the date you ceased active employment;
- the date you accept active employment with another Employer; or
- the date less than seventy-five percent (75%) of the employees affected by the labor dispute are continuing insurance;

whichever occurs first.

To keep your insurance in force, you must pay, on time, to your Employer or Union, an amount equal to 120% of the required premium during the continuation. Your Employer or Union will forward your premium to us.

***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 for life insurance, 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 ends on the earliest of:

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

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

### ***WHEN 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.  
"Spouse" wherever used includes your currently valid registered domestic partner.
- Your registered domestic partner. Your registered domestic partner is the person named in your declaration of domestic partnership filed with the Secretary of State of California.
- Your dependent children up to age 25 as defined by the Internal Revenue Code under "dependent child under age 25" or "qualifying child" definitions. Full-time student status is not required.

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 LIFE COVERAGE BEGIN?***

This plan provides different life benefit options that you can choose for your dependents. When your dependents become eligible for coverage, you may apply for any one dependent life benefit option. However, your dependents cannot be covered under more than one dependent life option at a time.

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

You pay 100% of the cost yourself for any dependent life benefit option. Your dependents will be covered at 12:01 a.m. on the latest of:

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

### ***WHEN CAN YOU APPLY FOR DEPENDENT LIFE COVERAGE IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR DEPENDENTS' ELIGIBILITY DATE? (LATE ENTRANTS)***

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

Dependent coverage applied for during the plan year will begin at 12:01 a.m. on the date Unum approves your dependent's evidence of insurability form.

### ***WHEN CAN YOU CHANGE YOUR DEPENDENT LIFE COVERAGE BY CHOOSING ANOTHER OPTION? (This does not apply to Late Entrants)***

You can change your dependent life coverage by applying for a different dependent life option at anytime during the plan year. You can increase your dependent life coverage by one level or decrease your dependent life coverage any number of levels.

Evidence of insurability is required if you increase your dependent life coverage by more than one level or if you apply for any amount of dependent life insurance over the amount shown in the LIFE INSURANCE "**BENEFITS AT A GLANCE**" page.

If your dependent is not approved for the increase in life coverage, your dependent will remain at the same level your dependent had prior to applying for the increase. However, if your dependent's current level is below the evidence of insurability requirements, your dependent's life insurance coverage will be increased to the next level as long as that level does not exceed the evidence of insurability requirements.

A change in dependent life coverage that is made at anytime during the plan year will begin at 12:01 a.m. on the later of:

- the date you apply for the change in dependent coverage; or
- the date Unum approves your dependent's evidence of insurability form for life insurance, if evidence of insurability is required.

An evidence of insurability form for your dependent's life insurance can be obtained from your Employer.

### ***WHEN DOES YOUR DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE BEGIN?***

This plan provides different accidental death and dismemberment benefit options that you can choose for your dependents. When your dependents first become eligible for coverage, you may apply for any one dependent accidental death and dismemberment benefit option. However, you cannot be covered under more than one dependent accidental death and dismemberment option at a time.

You pay 100% of the cost yourself for dependent accidental death and dismemberment coverage. 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 dependent accidental death and dismemberment insurance on or before that date; or
- the date you apply for dependent accidental death and dismemberment insurance, if you apply within 31 days after your dependent's eligibility date.

### ***WHEN CAN YOU APPLY FOR DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR ELIGIBILITY DATE?(LATE ENTRANTS)***

You can apply for dependent accidental death and dismemberment coverage at anytime during the plan year.

Dependent accidental death and dismemberment coverage applied for during the plan year will begin at 12:01 a.m. on the date you apply for dependent accidental death and dismemberment insurance.

### ***WHEN CAN YOU CHANGE YOUR DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE?***

You can change your dependent accidental death and dismemberment coverage by applying for a different accidental death and dismemberment benefit option at anytime during the plan year. You can increase your dependent accidental death and dismemberment coverage by one level or decrease your dependent accidental death and dismemberment coverage any number of levels.

A change in dependent accidental death and dismemberment coverage that is made during a plan year will begin at 12:01 a.m. on the date you apply for the change in dependent accidental death and dismemberment coverage.

***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. This provision does not apply to a newborn child while dependent insurance is in effect.

***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 or on the date Unum approves your dependent's evidence of insurability form for life insurance, if evidence of insurability is required, 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 ends on the earliest of:

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

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.

## ***WILL COVERAGE CONTINUE FOR A CHILD AGE 25 OR OVER WHO BECAME DISABLED WHILE COVERED UNDER THE PLAN?***

Coverage will be continued for a child age 25 or over who became physically or mentally disabled while covered under the plan provided:

- the child is unmarried;
- the disability was acquired before the child's coverage would have ended;
- the child is incapable of self-support and remains so incapable;
- you are the main source of support and maintenance.

Unum must receive proof within 31 days of the date the child attains age 25 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 or your Employer make in a signed application for coverage or an evidence of insurability form a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

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

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

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

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

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

## ***HOW WILL UNUM HANDLE INSURANCE FRAUD?***

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

It is a crime if you knowingly, and with intent to injure, defraud or deceive Unum, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false

information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

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

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

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

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

## **LIFE INSURANCE**

### **BENEFIT INFORMATION**

#### ***WHEN WILL YOUR BENEFICIARY RECEIVE PAYMENT?***

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

#### ***WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF DEATH?***

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

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

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

#### ***HOW MUCH WILL UNUM PAY YOUR BENEFICIARY IF UNUM APPROVES YOUR DEATH CLAIM?***

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

#### ***WHAT ARE YOUR ANNUAL EARNINGS?***

"Annual Earnings" means your gross annual income from your Employer, 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 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

***WHAT CONVERSION IS AVAILABLE TO YOU IF YOU ARE TOTALLY DISABLED ON THE DATE THE SUMMARY OF BENEFITS OR THE PLAN IS CANCELLED? (Conversion Privilege)***

If you are totally disabled on the date the Summary of Benefits or the plan is cancelled, you have the same life conversion privilege on the date your insurance terminates as that provided for you when you end employment. The maximum life amount that may be converted is the amount in effect on the date the insurance terminates. But there is no conversion for any life amount for which you become insured under any replacement coverage.

***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. Therefore, you or your dependent is not eligible for benefits if:

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

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

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.

### ***WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?***

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

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

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

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

## LIFE INSURANCE

### OTHER BENEFIT FEATURES

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

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

In case of your death, your insured dependents also may elect portable coverage for themselves. However, children cannot become insured for portable coverage unless the spouse also becomes insured for portable coverage.

#### ***PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE***

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

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

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

whichever is less.

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

The amount of portable coverage for your spouse will not be more than:

- the highest amount of life insurance available for spouses under the plan; or
- 100% of your amount of portable coverage; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

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

The amount of portable coverage for a child will not be more than:

- the highest amount of life insurance available for children under the plan; or
- 100% of your amount of portable coverage; or
- \$20,000,

whichever is less.

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

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

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

### ***APPLYING FOR PORTABLE COVERAGE***

You must apply for portable coverage for yourself and your dependents and pay the first premium within 31 days after the date:

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

Your dependents must apply for portable coverage and pay the first premium within 31 days after the date you die.

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

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

You are not eligible to apply for portable coverage for a dependent if:

- you do not elect portable coverage for yourself;
- you have an injury or sickness, under the terms of this plan, which has a material effect on life expectancy ;
- your dependent has an injury or sickness, under the terms of this plan, which has a material effect on life expectancy;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan.

In case of your death, your spouse is not eligible to apply for portable coverage if:

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

In case of your death, your child is not eligible for portable coverage if:

- your surviving spouse is not insured under this plan;

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

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

### ***APPLYING FOR INCREASES OR DECREASES IN PORTABLE COVERAGE***

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

### ***ADDING PORTABLE COVERAGE FOR DEPENDENTS***

If you choose not to enroll your dependents when your dependents were first eligible for portable coverage, you may enroll your dependents at any time for the amounts allowed under the group plan. Evidence of insurability is required.

You may enroll newly acquired dependents at any time for the amounts allowed under the group plan. Evidence of insurability is required.

### ***WHEN PORTABLE COVERAGE ENDS***

Portable coverage for you will end for the following reasons:

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

Portable coverage for a spouse will end for the following reasons:

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

Portable coverage for a child will end for the following reasons:

- the date you fail to pay any required premium;
- the date your surviving spouse fails to pay any required premium;

- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates);
- the date your child no longer qualifies as a dependent; or
- the date the surviving spouse dies.

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

### ***PREMIUM RATE CHANGES FOR PORTABLE COVERAGE***

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

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

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

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

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

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

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

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

## 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.

#### **WHEN WILL YOU RECEIVE PAYMENT IN THE EVENT OF YOUR DEPENDENT'S DEATH IF YOUR DEPENDENT'S DEATH IS THE DIRECT RESULT OF AN ACCIDENT?**

You will receive payment when Unum approves the death claim for your dependent providing certain conditions are met.

#### **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 YOUR DEPENDENT'S ACCIDENTAL DEATH OR 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 or your dependent is insured under the plan.

<b><u>Covered Losses</u></b>	<b><u>Benefit Amounts</u></b>
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
Paralegia	Three-Quarters The Full Amount
Hemiplegia	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
Thumb and Index Finger of Same Hand	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?***

"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 or your dependent's body to a mortuary chosen by you or your authorized representative. Payment will be made if, as the result of a covered accident, you or your dependent suffers loss of life at least 100 miles away from your or your dependent's 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 or your dependent's 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 or your dependent sustains an accidental bodily injury which causes your or your dependent's death while you or your dependent is 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 or your dependent was 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 or your dependent was properly wearing seatbelt(s), then we will pay a fixed benefit of \$1,000.

We will only pay the seatbelt benefit for the death of a minor, dependent child, if the child is correctly strapped and fastened in the appropriate seat for the child's age and weight as defined by state or federal guidelines. The seatbelt device must also be approved by the state or federal government for the dependent child's age and weight.

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 or your dependent is the driver of the Private Passenger Car and does 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 or your dependent's death must occur while you or your dependent is 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 or your dependent sustains an accidental bodily injury and are unavoidably exposed to the elements and suffer a loss.

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

- you or your dependent 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 or your dependent's body is not found within 1 year of the accident.

Also, the accident must occur while you or your dependent is insured under the plan.

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

***WHAT CHILD CARE BENEFIT WILL UNUM PROVIDE?***

Unum will pay you, your spouse or your or your spouse's authorized representative on behalf of each of your qualified children an annual benefit amount for child care if:

- you or your spouse die:
  - 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 or your spouse's accidental bodily injury occurred while you or your spouse was insured under the plan;
- proof is furnished to Unum that the child is a qualified child.

This benefit will only be paid once per accident, even if you and your spouse suffers an injury in the same accident.

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

#### ***WHEN WILL THE CHILD CARE BENEFIT END FOR EACH QUALIFIED CHILD?***

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

- the date you, your spouse or your or your spouse's authorized representative 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 COMA BENEFIT WILL UNUM PROVIDE?***

Unum will pay a benefit to your or your dependent's beneficiary if you or your dependents sustain an accidental bodily injury which directly results in your or your dependents being in a **coma** or a (persistent) **vegetative state**. The coma must begin within 31 days of the accident.

No benefits are payable for the first 31 days that you or your dependents are in a coma. We will use the Rancho Los Amigos Levels of Cognitive Functioning scale to evaluate the coma.

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

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.

The monthly benefit amount and maximum number of months are shown in the ACCIDENTAL DEATH AND DISMEMBERMENT "**BENEFITS AT A GLANCE**" page.

#### ***WHAT FELONIOUS ASSAULT BENEFIT WILL UNUM PROVIDE?***

Unum will pay an additional benefit if you sustain a loss which is caused directly by a felonious act of violence. The felonious act of violence must occur while you are

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

A felonious act of violence means an act that is considered a felony where the act occurred. The benefit is not payable if the loss occurred while you were committing a felonious act.

Felonious acts of violence include, but are not limited to: robbery, theft, hijacking, assault and battery, sniping, murder or civil disturbance.

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

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

### ***WHAT REHABILITATION PHYSICAL THERAPY BENEFIT WILL UNUM PROVIDE?***

Unum will pay you or your dependents an additional benefit for rehabilitative physical therapy that is prescribed by your or your dependent's attending physician if you or your dependents sustain an accidental bodily injury that results in one or more of the covered losses outlined in the Covered Losses and Benefits List.

The benefit amount and maximum benefit amount are 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 or your dependent's physician. This exclusion will not apply to you or your dependent if the chemical substance is ethanol.
- service on full-time active duty in the Armed Forces of any country or international authority.
- travel or flight in any vehicle or device for aerial navigation, including boarding or alighting from it while:
  - it is being used for test or experimental purposes;
  - you or your dependent is operating, learning to operate or serving as a member of the crew;
  - it is being operated by or for or under the direction of any military authority.This exclusion does not apply to:
  - transport type aircraft operated by the Military Airlift Command of the United States; or
  - similar air transport service of any other country.
- travel or flight in any aircraft or device for aerial navigation, including boarding or alighting from it, owned or leased by or on behalf of your Employer.

- 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.
- operating any motorized vehicle while **intoxicated**.
- war, declared or undeclared, or any act of war.
- experimental medical procedures or investigational medical procedures.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### OTHER BENEFIT FEATURES

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

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

In case of your death, your insured dependents also may elect portable coverage for themselves. However, children cannot become insured for portable coverage unless the spouse also becomes insured for portable coverage.

#### ***PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE***

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

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

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

whichever is less.

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

The amount of portable coverage for your spouse will not be more than:

- the highest amount of accidental death and dismemberment insurance available for spouses under the plan; or
- 100% of your amount of portable coverage; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

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

The amount of portable coverage for a child will not be more than:

- the highest amount of accidental death and dismemberment insurance available for children under the plan; or
- 100% of your amount of portable coverage; or
- \$20,000,

whichever is less.

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

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

Your or your dependent's amount of AD&D insurance will reduce or cease at any time it would reduce or cease for your eligible group if you had continued in active employment with your Employer.

### ***APPLYING FOR PORTABLE COVERAGE***

You must apply for portable coverage for yourself and your dependents and pay the first premium within 31 days after the date:

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

Your dependents must apply for portable coverage and pay the first premium within 31 days after the date you die.

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

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

You are not eligible to apply for portable coverage for a dependent if:

- you do not elect portable coverage for yourself;
- you have an injury or sickness, under the terms of this plan, which has a material effect on life expectancy ;
- your dependent has an injury or sickness, under the terms of this plan, which has a material effect on life expectancy;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan.

In case of your death, your spouse is not eligible to apply for portable coverage if:

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



In case of your death, your child is not eligible for portable coverage if:

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

### ***APPLYING FOR INCREASES OR DECREASES IN PORTABLE COVERAGE***

You or your dependents may increase or decrease the amount of AD&D insurance coverage. The minimum and maximum benefit amounts are shown above. However, the amount of accidental death and dismemberment insurance coverage cannot be decreased below \$5,000 for you and \$1,000 for your dependents. Portable coverage will reduce at the ages and amounts shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "**BENEFITS AT A GLANCE**" page.

### ***ADDING PORTABLE COVERAGE FOR DEPENDENTS***

If you choose not to enroll your dependents when your dependents were first eligible for portable coverage, you may enroll your dependents at any time for the amounts allowed under the group plan.

You may enroll newly acquired dependents at any time for the amounts allowed under the group plan.

### ***WHEN PORTABLE COVERAGE ENDS***

Portable coverage for you will end for the following reasons:

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

Portable coverage for a spouse will end for the following reasons:

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

Portable coverage for a child will end for the following reasons:

- the date you fail to pay any required premium;
- the date your surviving spouse fails to pay any required premium;
- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates);
- the date your child no longer qualifies as a dependent; or
- the date the surviving spouse dies.

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

***PREMIUM RATE CHANGES FOR PORTABLE COVERAGE***

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

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

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

## STATE REQUIREMENTS

### CALIFORNIA CONTACT NOTICE

**GENERAL QUESTIONS:** If you have any general questions about your insurance, you may contact the Insurance Company by:

**CALLING:**

1-800-421-0344 (Customer Information Call Center)

**-OR-**

**WRITING TO:**

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

**COMPLAINTS:** If a complaint arises about your insurance, you may contact the Insurance Company by:

**CALLING:**

(Compliance Center Complaint Line)  
Toll free: 1-800-321-3889, Option 2  
Direct: 207-575-7568

**-OR-**

**WRITING TO:**

Deborah J. Jewett, Manager, Customer Relations  
Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

**WHEN CALLING OR WRITING TO THE INSURANCE COMPANY, PLEASE  
PROVIDE YOUR INSURANCE IDENTIFICATION NUMBER.**

If the Summary of Benefits or Certificate of Coverage was issued or delivered by an agent or broker, please contact your agent or broker for assistance.

You also can contact the California Department of Insurance. However, the California Department of Insurance should be contacted only after discussions with the Insurance Company or its agent or other representative, or both, have failed to produce a satisfactory resolution to the problem.

Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street - South Tower  
Los Angeles, California 90013  
In-State Toll Free Hotline Telephone Number: 1-800-927-4357  
Local Telephone Number: 213-897-8921  
Office Hours: 8:00 a.m. - 5:00 p.m.

This form is for contact information only, and it is not to be considered a condition for the Summary of Benefits.

## GLOSSARY

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

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

Your work site must be:

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

Normal vacation is considered active employment.  
Temporary and seasonal workers are excluded from coverage.

**ACTIVITIES OF DAILY LIVING** means:

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

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

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

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

**COMA** means being in a profound stupor or state of complete and total unconsciousness. We will use the Rancho Los Amigos Levels of Cognitive Functioning scale to evaluate the coma.

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

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

**EVIDENCE OF INSURABILITY** means a statement of your or your 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.

**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 or your dependent's 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.

**LIFE THREATENING CONDITION** is a critical health condition that possibly could result in your dependent's loss of life.

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

**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 the 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** means:

- **for purposes of the Education Benefit**, 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.
- **for purposes of the Child Care Benefit**, any of your unmarried dependent children under age 14 who, were enrolled in a licensed day care facility, school facility, or other similar program for 90 continuous days before the date of the accident causing your death. The Child Care Benefit will not be extended to any of your children born after the date of your death unless pregnancy commenced prior to 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.

**SICKNESS** means:

- **for purposes of Portability**, an illness, disease or symptoms for which a person, in the exercise of ordinary prudence, would have consulted a health care provider.
- **for all other purposes**, an illness or disease.

**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;

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

**TRIPLEGIA** means total and irreversible paralysis of three limbs.

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

**VEGETATIVE STATE** means being completely unaware of one's self and the environment with the presence of sleep-awake cycles and at least partial preservation of involuntary brain functions. Such vegetative state must be due to an accidental bodily injury and must begin within 31 days of the date of the accident.

**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.

## ERISA

### Additional Summary Plan Description Information

If the 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. These provisions, together with your certificate of coverage, constitute the summary plan description. The summary plan description and the Summary of Benefits constitute the Plan. Benefit determinations are controlled exclusively by the Summary of Benefits, your certificate of coverage and the information contained in this document.

**Name of Plan:**

University of Southern California Plan

**Name and Address of Employer:**

University of Southern California  
3720 S. Flower Street  
Los Angeles, California  
90007

**Plan Identification Number:**

- a. Employer IRS Identification #: 95-1642395
- b. Plan #: 521

**Type of Welfare Plan:**

Life and Accidental Death and Dismemberment

**Type of Administration:**

The Plan is administered by the Plan Administrator. Benefits are administered by the insurer and provided in accordance with the insurance Summary of Benefits issued to the Plan.

**ERISA Plan Year Ends:**

December 31

**Plan Administrator, Name, Address, and Telephone Number:**

University of Southern California  
3720 S. Flower Street  
Los Angeles, California  
90007  
(213) 821-8109

University of Southern California is the Plan Administrator and named fiduciary of the Plan, with authority to delegate its duties. The Plan Administrator may designate Trustees of the Plan, in which case the Administrator will advise you separately of the name, title and address of each Trustee.

**Agent for Service of Legal Process on the Plan:**

University of Southern California  
3720 S. Flower Street  
Los Angeles, California  
90007



Service of legal process may also be made upon the Plan Administrator, or a Trustee of the Plan, if any.

**Funding and Contributions:**

The Plan is funded by insurance issued by Unum Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122 (hereinafter referred to as "Unum") under identification number 134781 011. Contributions to the Plan are made as stated under "WHO PAYS FOR THE COVERAGE" in the Certificate of Coverage.

**EMPLOYER'S RIGHT TO AMEND THE PLAN**

The Employer reserves the right, in its sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the Plan (including any related documents and underlying policies), at any time and for any reason or no reason. Any amendment, modification, or termination must be in writing and endorsed on or attached to the Plan.

**EMPLOYER'S RIGHT TO REQUEST SUMMARY OF BENEFITS CHANGE**

The Employer can request a Summary of Benefits change. Only an officer or registrar of Unum can approve a change. The change must be in writing and endorsed on or attached to the Summary of Benefits.

**MODIFYING OR CANCELLING THE SUMMARY OF BENEFITS OR A PLAN UNDER THE SUMMARY OF BENEFITS**

The Summary of Benefits or a plan under the Summary of Benefits can be cancelled:

- by Unum; or
- by the Employer.

Unum may cancel or modify the Summary of Benefits or a plan if:

- there is less than 100% participation of those eligible employees for an Employer paid plan; or
- there is less than 75% participation of those eligible employees who pay all or part of the premium for a basic benefit plan; or
- the number of employees insured for all additional benefits is less than 15 lives or 25% of those eligible, whichever is greater; or
- the number of employees insured under a plan decreases by 25%; or
- the Employer does not promptly provide Unum with information that is reasonably required; or
- the Employer fails to perform any of its obligations that relate to the Summary of Benefits; or
- fewer than 15 employees are insured under a plan; or
- the premium is not paid in accordance with the provisions of the Summary of Benefits that specify whether the Employer, the employee, or both, pay the premiums; or
- the Employer does not promptly report to Unum the names of any employees who are added or deleted from the eligible group; or

- Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Employer and/or its employees; or
- the Employer fails to pay any portion of the premium within the 45 day grace period.

If Unum cancels or modifies the Summary of Benefits or a plan, for reasons other than the Employer's failure to pay premium, a written notice will be delivered to the Employer at least 31 days prior to the cancellation date or modification date. The Employer may cancel the Summary of Benefits or plan if the modifications are unacceptable.

If any portion of the premium is not paid during the grace period, Unum will either cancel or modify the Summary of Benefits or a plan automatically at the end of the grace period. The Employer is liable for premium for coverage during the grace period. The Employer must pay Unum all premium due for the full period each plan is in force.

The Employer may cancel the Summary of Benefits or a plan by written notice delivered to Unum at least 31 days prior to the cancellation date. When both the Employer and Unum agree, the Summary of Benefits or a plan can be cancelled on an earlier date. If Unum or the Employer cancels the Summary of Benefits or a plan, coverage will end at 12:00 midnight on the last day of coverage.

If the Summary of Benefits or a plan is cancelled, the cancellation will not affect a payable claim.

## **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.

## **YOUR RIGHTS UNDER ERISA**

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

### Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if, for example, it finds your claim is frivolous.

### Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **OTHER RIGHTS**

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

## **DISCRETIONARY ACTS**

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

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

## **NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that the member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

### **COVERAGE**

#### **Persons Covered**

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

#### **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows:

##### **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- Life Insurance
  - 80% of death benefits but not to exceed \$300,000
  - 80% of cash surrender or withdrawal values but not to exceed \$100,000
- Annuities and Structured Settlement Annuities
  - 80% of present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed 250,000

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

##### **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which the insurer became an insolvent insurer.

## **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans to the extent they are self funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O. Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**