Initial Q&A for OCA/JB-176A: Group Life and Accidental Death & Dismemberment
Q&A Deadline - 10/01/10 at 5:00 p.m.
Pre-Bid Conference - 10/08/10 at 2:00 p.m.
Bid Opening - 10/15/10 at 3:00 p.m.

1. Will the group's experience be made available for underwriting purposes? We would require the following information for years 2008, 2009, 2010: Claims paid, total premium paid and total number of covered active and retired employees.

2. Can we get a copy of the claims history?

A. Please see the attached group experience from the current vendor for total premiums paid, claims paid and number of lives covered from 01/2005 - 03/2010 . It is in PDF format. Also attached are Exhibit A and Exhibit B in Excel format. They are already available in PDF format along with the RFB on our website in the Addenda column. These censuses were compiled by the Judiciary Benefits Office and will give you an approximate number of covered lives in 2008, 2009 and 2010. Specific numbers are not available.

3. Can we get a copy of the census in Excel format?

A. Yes. Please see attached. This will also be posted to our website: www.nycourts.gov/admin/bids under "Current Solicitations", RFB # OCA/JB-176, in the "Addenda" column.

4. Current Rates?

A. The current rates are: .16/1,000 for Life and .020/1,000 for AD&D.

5. In the Contract Reporter Ad for this RFB, what does n/a % mean next to Women Owned Sub-Contracting Goal?

A. The "n/a %" that appears in the Contract Reporter ad for this RFB means that for a bid issued by the NYS Unified Court System, there is no required percentage of Women Owned Sub-Contractors who must submit bids for this RFB. All bidders who are interested in bidding on this solicitation may submit responses, and all bids received on time will be given equal and fair consideration.

6. Please proved a copy of the current policy and/or certificate.

A. Please see the attached portions of the certificate pertaining to the insurance coverage we are seeking. All references to disability claims in the certificate refer to the premium waiver; we are not seeking disability insurance on this RFB.

7. Please provide life and AD&D premium, volume, and claims paid each year split out by actives and retirees for the past 4 years.

A. Premiums for fiscal 07-08 (04/01/07 - 03/31/08) to date are attached. The claims experience for the past five years (01/2005 - 03/2010) is also attached. It is not split by active/retired employees.

8. Please provide the current and historical life and AD&D rates.

A. Life rate for the term of the current contract (past 5 years) is .16/1,000; same for all groups. AD&D rate for the term of the current contract (past 5 years) is .020/1,000; coverage for active employees only.

9. Please provide a listing of all life abd AD&D claims which have been incurred during the past 4 years. Provide the benefit amount, date of death, date of birth and differentiate between actives and retirees.

A. Please see the attached experience from the current vendor for total premiums paid, claims paid and number of lives covered from 01/2005 - 03/2010. It is in PDF format. We do not have statistical information on date of death or date of birth, nor on differentiation between active or retired employees in regard to claims paid.

10. Does the retiree plan remit premium at a higher life rate than the actives today, or do actives and retirees remit at the same rate?

A. Active employees and retirees have the same rate.

11. Does the quoted plan include a waiver of premium provision? If so, what are the parameters of the current waiver of premium benefit? (i.e. disabled prior to age 60, 9 month elimination period, terminates the earlier of retirement or age 65)

A. The waiver of premium is stated on pages 16 & 17 of the attached certificate.

12. Please provide the RFB in Word document format if possible.

A. The RFB document is only available to bidders in PDF format.

13. Will the plan be self-administered (employer maintains employee records; self-bills)?

A. Yes.

14. What is the effective date?

A. The effective date is not fixed at this time, but will be no later than April 1, 2011.

15. How long have the current rates been in effect? Please provide rates back to 2005 if different than current rates.

A. The current rates are: .16/1,000 for Life and .020/1,000 for AD&D. Rates remained

the same throughout the current 5 year contract.

16. Please provide the following:

- Current certificate:

A. Please see the attached portions of the certificate pertaining to the insurance coverage we are seeking. All references to disability claims in the certificate refer to the premium waiver; we are not seeking disability insurance on this RFB.

- Conversion amounts for each year

A. Maximum amount under the plan. This information is stated on page 18 of the current certificate.

- Number of paid claims for each year

A. Please see the attached group experience from the current vendor for total premiums paid, claims paid and number of lives covered from 01/2005 - 03/2010 .

- Open PW claims with date of incurral and face amount and gender of disabled employee

A. There are currently no waivers of premium.

17. Please confirm if you want bidders to complete and include the Bidder's Certification of Work and/or Bidder's Certification of Recycled Product(s) (pages 5 and 6 located I Attachment II).

A. As stated on page 1 of the RFB (Document Enclosure Checklist), the only required pages to be completed for this RFB from Attachment I are p.3 - Non-Collusive Bidding Certificate and p.4 - Corporate Acknowledgment. Pages 5 and 6 are not required.

18. Does the New York State Unified Court System work with a Third Party Administrator (TPA) for any of the administration of the plan?

A. No

19. Please confirm that there are no Minority, Woman or Disadvantaged Business Enterprise requirements for this bid.

A. There are no Minority, Woman or Disadvantaged Business Enterprise requirements for this bid.

20. Would it be possible to get the RFB, Attachment I and Attachment IV in Microsoft Word?

A. The RFB document is only available to bidders in PDF format.

21. Please confirm whether the current contract is administered on a non-participating or participating/dividend-eligible basis.

22. If the current plan is dividend eligible, please forward the year end financial accounting statements produced for each of the last 5 years as well as the balance of any special reserve that may have received credited funds.

A. 8 & 9: The current contract is administered on a non-dividend basis.

23. Is it possible to revise the census to include occupations and benefit amounts for AD&D? In Excel, please.

A. Attached are Exhibit A and Exhibit B in Excel format. Information regarding occupation is not readily available.

Policy Coverage Detail Monthly Experience Report
For
NEW YORK STATE UNIFIED COURT
From
01/01/1998 to 03/31/2010

09:25 Wednesday, April 7, 2010

Policy: 00460299 Coverage: LIFE

	BASIC			*NO SUPPLEMENTAL*			TOTAL	
Month	Premium	Paid Claims	Lives	Premium	Paid Claims	Lives	Premium	Paid Claims
01/05	22261	0	3215	0	0	0	22261	0
02/05	22445	0	3238	0	0	0	22445	0
03/05	22508	0	3260	0	0	0	22508	0
04/05	22565	15014	3258	0	0	0	22565	15014
05/05	22608	15005	3260	0	0	0	22608	15005
06/05	22687	20034	3272	0	0	0	22687	20034
07/05	24409	15000	3602	0	0	0	24409	15000
08/05	21429	65069	3238	0	0	0	21429	65069
09/05	22442	50025	3246	0	0	0	22442	50025
10/05	22503	50111	3253	0	0	0	22503	50111
11/05	22636	0	3274	0	0	0	22636	0
12/05	22646	0	3275	0	0	0	22646	0
12 Month Total	271140	230258	3283	0	0	0	271140	230258
01/06	22807	20028	3296	0	0	0	22807	20028
02/06	21950	50000	3307	0	0	0	21950	50000
03/06	22061	0	3327	0	0	0	22061	0
04/06	22596	0	3336	0	0	0	22596	0
05/06	22643	0	3317	0	0	0	22643	0
06/06	22850	0	3301	0	0	0	22850	0
07/06	21955	0	3241	0	0	0	21955	0
08/06	23478	50055	3253	0	0	0	23478	50055
09/06	21520	0	3189	0	0	0	21520	0
10/06	20556	0	3015	0	0	0	20556	0
11/06	20398	15018	3000	0	0	0	20398	15018
12/06	19199	0	3010	0	0	0	19199	0
12 Month Total	262014	135101	3216	0	0	0	262014	135101
01/07	19763	0	3002	0	0	0	19763	0
02/07	19796	50029	3008	0	0	0	19796	50029
03/07	19944	15010	3030	0	0	0	19944	15010
04/07	20145	115076	3061	0	0	0	20145	115076
05/07	20190	130188	3066	0	0	0	20190	130188
06/07	20206	50421	3071	0	0	0	20206	50421
07/07	20239	0	3079	0	0	0	20239	0
08/07	20232	0	3080	0	0	0	20232	0
09/07	20207	75238	3076	0	0	0	20207	75238
10/07	20294	0	3091	0	0	0	20294	0
11/07	20348	15011	3098	0	0	0	20348	15011
12/07	20389	15047	3104	0	0	0	20389	15047
12 Month Total	241753	466021	3064	0	0	0	241753	466021
01/08	20124	15019	3100	0	0	0	20124	15019

02/08	20123	0	3084	0	0	0	20123	0
03/08	20281	30118	3120	0	0	0	20281	30118
04/08	20382	30074	3135	0	0	0	20382	30074
05/08	20466	61313	3137	0	0	0	20466	61313
06/08	20540	0	3149	0	0	0	20540	0
07/08	21583	0	3284	0	0	0	21583	0
08/08	21550	0	3279	0	0	0	21550	0
09/08	21542	0	3258	0	0	0	21542	0
10/08	21523	20038	3256	0	0	0	21523	20038
11/08	21482	15016	3258	0	0	0	21482	15016
12/08	21562	15018	3270	0	0	0	21562	15018
12 Month Total	251158	186595	3194	0	0	0	251158	186595
01/09	21596	50045	3273	0	0	0	21596	50045
02/09	21462	15021	3254	0	0	0	21462	15021
03/09	21592	50167	3277	0	0	0	21592	50167
04/09	21647	0	3288	0	0	0	21647	0
05/09	21624	15025	3286	0	0	0	21624	15025
06/09	21574	65121	3282	0	0	0	21574	65121
07/09	22360	0	3278	0	0	0	22360	0
08/09	21524	15238	3282	0	0	0	21524	15238
09/09	21482	45263	3279	0	0	0	21482	45263
10/09	21567	15054	3291	0	0	0	21567	15054
11/09	21455	0	3289	0	0	0	21455	0
12/09	21462	30065	3290	0	0	0	21462	30065
12 Month Total	259346	300999	3281	0	0	0	259346	300999
01/10	21450	15021	3288	0	0	0	21450	15021
02/10	21302	15036	3270	0	0	0	21302	15036
03/10	21426	0	3290	0	0	0	21426	0
3 Month Total	64178	30058	3283	0	0	0	64178	30058
Coverage Total	1349588	1349030	3211	0	0	0	1349588	1349030
Pended Reserve		0			0			0
Waiver Reserve		0			0			0
Conversion Costs		3200			0			3200

Policy Coverage Detail Monthly Experience Report
For
NEW YORK STATE UNIFIED COURT
From
01/01/1998 to 03/31/2010

09:25 Wednesday, April 7, 2010

Policy: 00460299 Coverage: AD&D

	BASIC			*NO SUPPLEMENTAL*			TOTAL	
Month	Premium	Paid Claims	Lives	Premium	Paid Claims	Lives	Premium	Paid Claims
01/05	2660	0	2805	0	0	0	2660	0
02/05	2683	0	2828	0	0	0	2683	0
03/05	2702	0	2847	0	0	0	2702	0
04/05	2697	0	2845	0	0	0	2697	0
05/05	2702	0	2847	0	0	0	2702	0
06/05	2711	0	2856	0	0	0	2711	0
07/05	2815	0	2815	0	0	0	2815	0
08/05	2552	0	2816	0	0	0	2552	0
09/05	2677	0	2819	0	0	0	2677	0
10/05	2685	0	2826	0	0	0	2685	0
11/05	2699	0	2840	0	0	0	2699	0
12/05	2700	0	2840	0	0	0	2700	0
12 Month Total	32283	0	2832	0	0	0	32283	0
01/06	2720	0	2859	0	0	0	2720	0
02/06	2606	0	2848	0	0	0	2606	0
03/06	2618	0	2860	0	0	0	2618	0
04/06	2684	0	2866	0	0	0	2684	0
05/06	2695	0	2866	0	0	0	2695	0
06/06	2720	0	2848	0	0	0	2720	0
07/06	2608	0	2786	0	0	0	2608	0
08/06	2797	0	2795	0	0	0	2797	0
09/06	2546	0	2709	0	0	0	2546	0
10/06	2416	0	2502	0	0	0	2416	0
11/06	2392	0	2473	0	0	0	2392	0
12/06	2240	0	2477	0	0	0	2240	0
12 Month Total	31041	0	2741	0	0	0	31041	0
01/07	2309	0	2463	0	0	0	2309	0
02/07	2311	0	2463	0	0	0	2311	0
03/07	2327	0	2475	0	0	0	2327	0
04/07	2345	0	2485	0	0	0	2345	0
05/07	2350	0	2487	0	0	0	2350	0
06/07	2349	0	2482	0	0	0	2349	0
07/07	2351	0	2483	0	0	0	2351	0
08/07	2350	0	2482	0	0	0	2350	0
09/07	2344	0	2470	0	0	0	2344	0
10/07	2353	0	2480	0	0	0	2353	0
11/07	2360	0	2485	0	0	0	2360	0
12/07	2364	0	2489	0	0	0	2364	0
12 Month Total	28113	0	2479	0	0	0	28113	0
01/08	2330	0	2480	0	0	0	2330	0

02/08	2327	0	2457	0	0	0	2327	0
03/08	2346	0	2489	0	0	0	2346	0
04/08	2357	0	2499	0	0	0	2357	0
05/08	2370	0	2508	0	0	0	2370	0
06/08	2377	0	2515	0	0	0	2377	0
07/08	2507	0	2649	0	0	0	2507	0
08/08	2502	0	2638	0	0	0	2502	0
09/08	2501	0	2620	0	0	0	2501	0
10/08	2498	0	2616	0	0	0	2498	0
11/08	2489	0	2603	0	0	0	2489	0
12/08	2498	0	2616	0	0	0	2498	0
12 Month Total	29102	0	2558	0	0	0	29102	0
01/09	2503	0	2617	0	0	0	2503	0
02/09	2486	0	2599	0	0	0	2486	0
03/09	2498	50000	2606	0	0	0	2498	50000
04/09	2502	0	2608	0	0	0	2502	0
05/09	2498	0	2604	0	0	0	2498	0
06/09	2491	0	2596	0	0	0	2491	0
07/09	2588	0	2588	0	0	0	2588	0
08/09	2480	0	2581	0	0	0	2480	0
09/09	2474	0	2574	0	0	0	2474	0
10/09	2484	0	2584	0	0	0	2484	0
11/09	2464	0	2561	0	0	0	2464	0
12/09	2464	0	2561	0	0	0	2464	0
12 Month Total	29931	50000	2590	0	0	0	29931	50000
01/10	2462	0	2558	0	0	0	2462	0
02/10	2441	0	2530	0	0	0	2441	0
03/10	2452	0	2537	0	0	0	2452	0
3 Month Total	7355	0	2542	0	0	0	7355	0
Coverage Total	157825	50000	2635	0	0	0	157825	50000
Pended Reserve		0			0			0
Waiver Reserve		0			0			0
Conversion Costs		0			0			0

First Unum Life Insurance Company

New York State Unified Court System

Your Group Life and Accidental Death and Dismemberment Plan

Policy No. 460299 011

Underwritten by First Unum Life Insurance Company

11/4/2008

CERTIFICATE OF COVERAGE

First Unum Life Insurance Company (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 policy (issued to the Policyholder), the policy will govern. The policy 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 policy. Any other person, including an agent, may not change the policy or waive any part of it.

The policy 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 policy, Unum has discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

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

First Unum Life Insurance Company
99 Park Avenue
6th Floor
New York, New York 10016

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BENEFITS AT A GLANCE

SYNOPSIS

The insurance evidenced by this certificate provides life insurance and accidental death and dismemberment insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

Important Notice - The accidental death and dismemberment insurance does not provide coverage for sicknesses.

EXCLUSIONS

What losses are not covered under your plan for life insurance:
See page LIFE-BEN-5

What accidental losses are not covered under your plan:
See page AD&D-BEN-3

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.

EMPLOYER'S ORIGINAL PLAN
EFFECTIVE DATE: January 1, 1998

POLICY NUMBER: 460299 011

ELIGIBLE GROUP(S):

All Judges, Justices, and Managerial/Confidential Employees

For retirees, certain terms and conditions in this life insurance plan are affected as follows:
- references to "employee" will read "retiree" as it applies
- references to "active employment" will not apply
- references to "minimum hours" will not apply
- references to "waiting period" will not apply
- the "life insurance premium waiver" provision will not apply

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 17.5 hours per week.

WAITING PERIOD:

All Judges, Justices, and Managerial/Confidential Employees
For employees in an eligible group on or before January 1, 1998: None

For employees entering an eligible group after January 1, 1998: First of the month following 28 days of continuous active employment

All Future Retirees
For employees in an eligible group on or before January 1, 1998: First of the month following 28 days of continuous active employment

For employees entering an eligible group after January 1, 1998: First of the month following 28 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 policy provisions apply.

WHO PAYS FOR THE COVERAGE:

Your Employer pays the cost of your coverage.

ELIMINATION PERIOD:

All Judges, Justices, and Managerial/Confidential Employees
Premium Waiver: 9 months

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

LIFE INSURANCE BENEFIT:

AMOUNT OF LIFE INSURANCE FOR YOU

All Judges, Justices, and Managerial/Confidential Employees
$50,000

All Future Retirees
$15,000

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

All Judges, Justices, and Managerial/Confidential Employees
If you have reached age 65, but not age 70, your amount of life insurance will be:
- $25,000; or
- $25,000 if you become insured on or after age 65 but before age 70.

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

If you have reached age 70 or more, your amount of life insurance will be:
- $20,000; or
- $20,000 if you become insured on or after age 70.

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

SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.

OTHER FEATURES:

All Judges, Justices, and Managerial/Confidential Employees
Accelerated Benefit

Conversion

Portability

All Future Retirees
Accelerated Benefit

Conversion

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

BENEFITS AT A GLANCE

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

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

EMPLOYER'S ORIGINAL PLAN
EFFECTIVE DATE: January 1, 1998

POLICY NUMBER: 460299 011

ELIGIBLE GROUP(S):

All Judges, Justices, and Managerial/Confidential Employees in active employment

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 17.5 hours per week.

WAITING PERIOD:

For employees in an eligible group on or before January 1, 1998: None

For employees entering an eligible group after January 1, 1998: First of the month following 28 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 policy provisions apply.

WHO PAYS FOR THE COVERAGE:

Your Employer pays the cost of your coverage.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:

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

$50,000

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

If you have reached age 65, but not age 70, your amount of AD&D insurance will be:
- $25,000; or
- $25,000 if you become insured on or after age 65 but before age 70.

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

If you have reached age 70 or more, your amount of AD&D insurance will be:
- $20,000; or
- $20,000 if you become insured on or after age 70.

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

REPATRIATION BENEFIT FOR YOU

Maximum Benefit Amount:

Up to $5,000

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

SEATBELT(S) AND AIR BAG BENEFIT FOR YOU

Maximum Benefit Payment:

Seatbelt(s): $10,000

Air bag: $5,000

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

SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.

OTHER FEATURES:

Portability

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

CLAIM INFORMATION

LIFE INSURANCE

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

All Judges, Justices, and Managerial/Confidential Employees
We encourage you or your authorized representative to notify us as soon as possible, so that a claim decision can be made in a timely manner.

If a claim is based on your disability, written notice and proof of claim must be sent no later than 90 days after the end of the elimination period. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible.

If a claim is based on death, written notice and proof of claim must be sent as soon as reasonably possible.

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

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

All Future Retirees
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 as soon as reasonably possible.

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.

HOW DO YOU FILE A CLAIM FOR A DISABILITY?

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

WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

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

- that you are under the **regular care** of a **physician**;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation or any gainful occupation; and

- the name and address of any **hospital or institution** where you received treatment, including all attending physicians.

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

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

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

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 $500 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 $500 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

HOW WILL UNUM MAKE PAYMENTS?

If your 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 your beneficiary.

Also, 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.

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 as soon as reasonably possible.

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 Unum'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.

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 $500 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 $500 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

HOW WILL UNUM MAKE PAYMENTS?

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

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

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

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

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 COVERAGE BEGIN?

When your Employer pays 100% of the cost of your coverage under a plan, you will be covered at 12:01 a.m. on the later of:

- the date you are eligible for coverage; or
- the date Unum approves your evidence of insurability form, if **evidence of insurability** is required.

When you and your Employer share the cost of your coverage under a plan or when you pay 100% of the cost yourself, you will be covered at 12:01 a.m. on the latest of:

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

Evidence of insurability is required if you:

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

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

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

All Judges, Justices, and Managerial/Confidential Employees
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**.

All Future Retirees

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 up to your retirement date.

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.

WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?

Once your coverage begins, any increased or additional coverage due to a change in your annual earnings or due to a plan change requested by your Employer will take effect immediately or on the date Unum approves your evidence of insurability form, if evidence of insurability is required. You must be in active employment or on a covered layoff or leave of absence.

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

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

WHEN DOES YOUR COVERAGE END?

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

- the date the Policy 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 covered layoff or leave of absence or due to an injury or sickness or due to retirement, as described in this certificate of coverage.

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

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE?

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.

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 POLICY REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The policy 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 purposes of the policy, 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 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 HAPPENS TO YOUR LIFE INSURANCE COVERAGE IF YOU BECOME DISABLED?

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

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

All Judges, Justices, and Managerial/Confidential Employees
You must be disabled through your **elimination period**.

Your elimination period is 9 months.

WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER BEGIN?

All Judges, Justices, and Managerial/Confidential Employees
Your life insurance premium waiver will begin when we approve your claim, if the elimination period has ended and you meet the following conditions. Your Employer may continue premium payments until Unum notifies your Employer of the date your life insurance premium waiver begins.

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

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

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

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

WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER END?

All Judges, Justices, and Managerial/Confidential Employees
The life insurance premium waiver will automatically end if:

- you recover and you no longer are disabled;
- you fail to give us proper proof that you remain disabled;
- you refuse to have an examination by a physician chosen by Unum; or
- you reach age 65 or your retirement date, whichever occurs first.

You will not be considered retired or reaching your retirement date if you are receiving disability payments under:

- the United States Social Security Act; or
- any similar **law, plan or act**; or
- your Employer's **Retirement Plan**.

However, you will be considered retired if you are receiving retirement benefits.

HOW DOES UNUM DEFINE DISABILITY?

All Judges, Justices, and Managerial/Confidential Employees
You are disabled when Unum determines that:

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

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

APPLYING FOR LIFE INSURANCE PREMIUM WAIVER

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

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

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

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

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

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

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

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

When coverage ends under the plan, you can convert your coverage to an individual life policy, without evidence of insurability. The maximum amount that you can convert is the amount you are insured for under the plan. Those amounts will be reduced by any amount for which you become eligible under any group policy issued or reinstated by the same or another insurer within 45 days after that termination.

You 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 no longer are eligible to participate in the coverage of the plan.

Converted insurance may be of any type of the level premium whole life plans then in use by Unum. You 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.

PREMIUMS

Premiums for the converted insurance will be based on:

- your 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 you belong.

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 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.

EMPLOYER NOTICE

Your Employer must notify you of your conversion privilege within 15 days from the date your life insurance terminates.

If your Employer does not notify you within those 15 days, but does notify you within 90 days from the date your life insurance terminates, the time allowed for you to exercise your life conversion privilege will be extended 45 days from the date you are notified.

If your Employer does not notify you within those 90 days, the time allowed for you to exercise your life conversion privilege will expire at the end of those 90 days.

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:

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

WILL UNUM ACCELERATE YOUR DEATH BENEFIT FOR THE PLAN IF YOU BECOME TERMINALLY ILL? (Accelerated Benefit)

If you become terminally ill while you are insured by the plan, Unum will pay you a portion of your life insurance benefit one time. The payment will be based on 50% of your life insurance amount after subtracting any reduction that would occur within 12 months of the date the accelerated benefit is requested. However, the one-time benefit paid will not be greater than $250,000.

Your right to exercise this option and to receive payment is subject to the following:

- you request this election, in writing, on a form acceptable to Unum;
- you must be terminally ill at the time of payment of the Accelerated Benefit;
- your physician must certify, in writing, that you are terminally ill and your 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 are not eligible for benefits if:

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

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

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

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

- the death benefit payable will be reduced by any amount of Accelerated Benefit that has been paid; and
- any amount of life insurance that would be continued under a disability continuation provision or that may be available under the conversion privilege will be reduced by the amount of the Accelerated Benefit paid. The remaining life insurance amount will be paid according to the terms of the Policy subject to any reduction and termination provisions. Conversion to an individual contract will still be available for qualified reductions and terminations under the usual terms of the contract. However, the life amount for conversion will be calculated after the subtraction of the accelerated benefit proceeds from both before and after any changes in the amount of insurance as a result of reductions and terminations.

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 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 initial effective date of insurance; and
- suicide occurring within 24 months after the date any increases or additional insurance becomes effective for you.

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 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.

PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE

The portable insurance coverage will be the current coverage and amounts that you 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 minimum amount of coverage that can be ported is $5,000. If the current amounts under the plan are less than $5,000, you may port the lesser amounts.

Your 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.

Your portable insurance coverage will be provided through a separate Group Portability Policy issued to the Trustees of the Select Group Insurance Trust. The Group Portability Policy Number is 507872.

APPLYING FOR PORTABLE COVERAGE

You must apply for portable coverage for yourself 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.

You are not eligible to apply for portable coverage for yourself if you failed to pay the required premium under the terms of this plan.

APPLYING FOR INCREASES OR DECREASES IN PORTABLE COVERAGE

You 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. 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.

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 you reach age 75.

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

EMPLOYER NOTICE

Your Employer must notify you of your opportunity to port coverage within 15 days from the date your life insurance terminates.

If your Employer does not notify you within those 15 days, but does notify you within 90 days from the date your life insurance terminates, the time allowed for you to port coverage will be extended for 45 days from the date you are notified.

If your Employer does not notify you within those 90 days, the time allowed for you to port coverage will expire at the end of those 90 days.

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 are not eligible to apply for portable coverage or portable coverage ends, then you 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:

First Unum Life Insurance Company
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.

WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF ACCIDENTAL DEATH?

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

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

You will receive payment when Unum approves the claim.

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

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

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

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

Covered Losses	**Benefit Amounts**
Life	The Full Amount
Both Hands or Both Feet or Sight of Both Eyes	The Full Amount
One Hand and One Foot	The Full Amount
One Hand and Sight of One Eye	The Full Amount
One Foot and Sight of One Eye	The Full Amount
One Hand or One Foot	One Half The Full Amount
Sight of One Eye	One Half 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 REPATRIATION BENEFIT WILL UNUM PROVIDE?

Unum will pay an additional benefit for the preparation and transportation of your body to a mortuary chosen by you or your authorized representative. Payment will be made if, as the result of a covered accident, you suffer loss of life at least 75 miles away from your principal place of residence.

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

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

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

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

For Seatbelt(s):

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

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

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

For Air Bag:

- the Private Passenger Car is equipped with a single air bag and you are the driver; or
- the Private Passenger Car is equipped with an air bag for both the driver and an air bag for the front passenger seat and you are the driver or front seat passenger; or
- the Private Passenger Car is equipped with an air bag for the driver seat, air bag for the front passenger seat and air bags for the rear passenger seats and you are the driver, front seat passenger or rear seat passenger; and
- the seatbelt(s) must be in actual use and properly fastened at the time of the covered accident.

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

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

WHAT 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 and intentionally self-inflicted injury.
- active participation in a riot.
- participation in a felony.
- drug addiction.
- disease of the body, mental infirmity or diagnostic, medical or surgical treatment.
- war, declared or undeclared, or any act of war.

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.

PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE

The portable insurance coverage will be the current coverage and amounts that you 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 minimum amount of coverage that can be ported is $5,000. If the current amounts under the plan are less than $5,000, you may port the lesser amounts.

Your 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 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.

You are not eligible to apply for portable coverage for yourself if you failed to pay the required premium under the terms of this plan.

APPLYING FOR INCREASES OR DECREASES IN PORTABLE COVERAGE

You 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. Portable coverage will reduce at the ages and amounts shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE **"BENEFITS AT A GLANCE"** page.

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 you reach age 75.

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

EMPLOYER NOTICE

Your Employer must notify you of your opportunity to port coverage within 15 days from the date your accidental death and dismemberment insurance terminates.

If your Employer does not notify you within those 15 days, but does notify you within 90 days from the date your accidental death and dismemberment insurance terminates, the time allowed for you to port coverage will be extended for 45 days from the date you are notified.

If your Employer does not notify you within those 90 days, the time allowed for you to port coverage will expire at the end of those 90 days.

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.

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.

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

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

EMPLOYER means the Policyholder, and includes any division, subsidiary or affiliated company named in the policy.

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

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

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

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

INJURY means a bodily injury that is the direct result of an accident and not related to any other cause. Disability must begin while you are covered under the plan.

INSURED means any person covered under a plan.

LAW, PLAN OR ACT means the original enactments of the law, plan or act and all amendments.

LAYOFF or **LEAVE OF ABSENCE** means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your Employer.

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

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

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

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

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

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 policy.

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.

REGULAR CARE means:

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

RETAINED ASSET ACCOUNT:

- **for Life Insurance**, is an interest bearing account established through an intermediary bank in the name of your beneficiary, as owner.
- **for Accidental Death and Dismemberment Insurance**, is an interest bearing account established through an intermediary bank in the name of you or your beneficiary, as owner.

RETIREMENT PLAN means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by post tax or employee contributions, as that term is used in the Internal Revenue Code of 1986, as amended.

SICKNESS means an illness or disease. Disability must begin while you are covered under the plan.

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 First Unum Life Insurance Company.

YOU means an employee who is eligible for Unum coverage.

UCS M/C SUPPLEMENTAL BENEFITS BILLING 2007

	Date Received	Amount	Date Processed	Check Number #
April Unum	03/12/07	$ 22,490.10	03/12/07	04/02/07 #72445355
May Unum	04/16/07	$ 22,540.50	04/16/07	05/04/07 #72640937
June Unum	05/15/07	$ 22,554.60	05/15/07	05/31/07 #72781486
July Unum	06/12/07	$ 22,590.31	06/13/07	07/11/07 #73023654
August Unum	07/23/07	$ 22,581.60	07/26/07	08/14/07 #73211353
September Unum	08/27/07	$ 22.551.30	08/27/07	09/11/07 #73358001
October Unum	09/25/07	$ 22,647.00	09/25/07	10/09/07 #73512655
November Unum	10/22/07	$ 22,707.60	10/25/07	11/07/07 #73688625

December Unum	11/19/07	$ 22,752.90	11/19/07	12/03/07 #73821995
January Unum	12/17/07	$ 22,707.60	12/17/07	12/28/07 #73972696
February Unum	01/16/07	$ 22,450.50	01/17/07	01/30/08 #74144201
March Unum	02/13/08	$ 22,626.60	02/13/08	

UCS M/C SUPPLEMENTAL BENEFITS BILLING FY2008

	Date Received	Amount	Date Processed	Date Paid/Check#
April Unum	03/11/08	$ 22,738.50	03/11/08	06/24/08 #74993455
May Unum	04/22/08	$ 22,836.00	06/13/08	06/24/08 #74993455
June Unum	05/27/08	$ 22,917.30	06/13/08	06/24/08 #74993455
July Unum	06/23/08	$ 24,090.60	06/23/08	07/07/08 #75067681
August Unum	07/18/08	$ 24,051.90	07/29/08	08/12/08 #75271358
September Unum	08/25/08	$ 24,042.90	08/28/08	09/11/08 #75428788
October Unum	09/22/08	$ 24,021.60	09/22/08	10/06/08 #75562929
November Unum	10/20/08	$ 23,970.30	10/20/08	11/03/08 #75701579
December Unum	11/18/08	$ 24,060.60	11/19/08	12/03/08 #75877090

January Unum	12/15/08	$ 24,098.70	12/15/08	12/29/08 #75995659
February Unum	01/13/09	$ 23,947.80	01/15/09	01/29/09 #76150688
March Unum	02/09/09	$ 24,089.70	02/09/09	02/23/09 #76272973

UCS M/C SUPPLEMENTAL BENEFITS BILLING FY2009

	Date Received	Amount	Date Processed	Date Paid/Check #
April Unum	03/09/09	$ 24,149.10	04/14/09	04/28/09 #76618005
May Unum	04/24/09	$ 24,122.40	04/24/09	05/08/09 #76680346
June Unum	05/22/09	$ 24,064.50	05/22/09	06/08/09 #76841095
July Unum	06/19/09	$ 25,614.00	06/19/09	07/01/09 #76964997
August Unum	07/27/09	$ 23,338.20	07/27/09	08/10/09 #77183871
September Unum	08/25/09	$ 23,956.20	08/26/09	09/11/09 #77341475
October Unum	09/22/09	$ 24,051.00	09/23/09	10/07/09 #77471876
November Unum	10/26/09	$ 23,918.70	10/26/09	11/09/09 #77628334
December Unum	11/23/09	$ 23,926.50	11/23/09	12/04/09 #77759282

January Unum	12/22/09	$ 23,911.80	01/07/10	01/22/10 #77998627
February Unum	01/26/10	$ 23,743.20	01/26/10	02/09/10 #78095051
March Unum	02/24/10	$ 23,878.80	02/25/10	03/18/10 #78291655

UCS M/C SUPPLEMENTAL BENEFITS BILLING FY2010

	[illegible]	[illegible]	[illegible]	[illegible]
April Unum	03/23/10	$ 23,983.50	03/24/10	07/21/10 #78860130
May Unum	04/26/10	$ 23,667.00	07/02/10	07/21/10 #78860130
June Unum	05/25/10	$ 23,667.00	07/02/10	07/21/10 #78860130
July Unum	06/22/10	$ 23,638.80	07/02/10	07/21/10 #78860130
August Unum	07/27/10	$ 23,710.80	07/28/10	08/11/10 #78965988
September Unum	08/24/10	$ 23,663.70	08/24/10	09/09/10 #79093167
October Davis GHI Unum				
November Davis GHI Unum				

December Davis GHI Unum				
January Davis GHI Unum				
February Davis GHI Unum				
March Davis GHI Unum				