



September 20, 2013

Kenneth W Kelley Unum, Plaza Tower One 6400 South Fiddler's Green Circle Suite 1800 Greenwood Village, CO 80111

Subject: Intent to Award – Employee Life, AD&D and Disability Insurance

RFP-3733-13-NJ

Dear Mr. Kelley:

Based upon review of all responses received for Request for Proposals (RFP-3733-13-NJ) for Employee Life, AD&D and Disability Insurance, you have been selected by the evaluation committee as the preferred Proposer. It is the intent of the City of Grand Junction to negotiate the award of the aforementioned contract to your company as listed in the RFP documents.

The project and selected firm must be approved by the City Council prior to contract award. The tentatively scheduled date is October 2, 2013.

Upon receipt of a fully executed Contract, please notify Shelly Williams, Benefits Coordinator at Ph. - (970) 244-1551, Email - <a href="mailto:shellyw@gicity.org">shellyw@gicity.org</a> for project scheduling.

Please feel free to contact me with any questions at (970) 244-1533.

Sincerely,

Nicholas C Jones

Buyer



### **Amendment to Broker Contract & Supplemental Commission Program**

Effective Date of this Amendment: / / / / 2013				
Field Office Name: Denver, J0	Broker Name: N/A			
Sales Rep Name: Ken Kelley	Broker Number:			
Sales Rep Number:	Policy Split %:			
Policyholder: City of Grad Tunetron	Policy Number:			
0/				
<b>Customer Compensation Disclosure Notice</b>	e & Supplemental Commission Consent			
Your broker or benefit consultant can offer you important advice and guidance as you select the policy and provider most appropriate for your needs. At Unum we recognize the vital role these professionals play in the sale of our products and services and offer them a variety of compensation programs. Your broker can provide you with information about these programs as well as those available from other providers. We support disclosure of broker compensation so that customers can make an informed buying decision.				
If you would like additional information about the range of find more details at www.unum.com. Should you have oth want to speak to us directly about broker compensation, ple	er questions not addressed by the website or if you			
For those insurance policies where no Base Commissions are payable, Unum's compensation policy requires customer approval for the broker to be eligible for Supplemental Commissions. A customer's decision in this regard will not impact the premium rate charged for their policy.				
Please mark the box and initial below if you, the customer, request/authorize that the policy noted above be included in the Unum Supplemental Commission program. This election will remain in effect for the life of the policy, unless a change is otherwise requested by the customer in writing.				
As a customer, I DO consent to the inclusion Commission program.	of the policy noted above in the Unum Supplemental			
Required Initials:  Broker/Consultant:  Policyholder Representative:  Date: 10  Date: 4	/3/2013 /3/2013			
For Florida Net of Commissions Policies Only: The undersigned Unum applicant policyholder acknowledgen named below in connection with any purchase of group instruction.	es providing compensation directly to the broker urance from one of the Unum insuring companies.			
Required Initials/Signature:				
Broker/Consultant: Date:	/			
Policyholder Representative: Date:				
Onum Sales Rep Signature:	Date:			
Unum is providing this notice on behalf of the following insuring companies Insurance Company (NY), Provident Life and Accident Insurance Company	s: Unum Life Insurance Company of America, First Unum Life y and Provident Life and Casualty Insurance Company (NY)			

UNUM IS A REGISTERED TRADEMARK AND MARKETING BRAND OF UNUM GROUP AND ITS INSURING SUBSIDIARIES.



### **Amendment to Broker Contract**

Effective Date	of this Ameno	Iment: / /	1/201	****		13 <b>40</b> 876-01		
Field Office Name: Denver, JO			Bro	Broker Name: N/A				
Sales Rep Nam	e: Ken	Kelley		Bro	ker Numbe	r:		
Sales Rep Num	ber:		9920		icy Split %:			
Policyholder:	City of	Grand J	unetion	Poli	icy Number	:		e e
PART A - Br	oker/Compa	uny						
				Broker agrees d policy only.		he commissi	ons determin	ned from the
Record	d the agreed	to Group con	nmission rat	es in each box	as applica	ible	-	<u> </u>
Product	LTD	STD .	Life	AD&D	GLTC	GCI ER	GCI EE	(as needed)
Commission Rate:	NET		NET	NET				
Other	Net							
2. It is understood and agreed that all of the terms and provisions of the Commission Schedule for Brokers and of the Broker Contract are incorporated herein by reference as if fully set forth in this amendment and that such terms and provisions shall remain applicable to the parties to this amendment and to any compensation payable hereunder. For GCI cases with a Benefit Administration component, this Amendment will terminate and the commission schedule noted above will revert to the standard Base Commission Schedule in effect for GCI when the case was sold, at the sole discretion of Unum, upon, termination of that component.								
Broker/Consultant Signature: Date: 10/3/2013								
Print Broker/Consultant Name: Kenneth W. Kelley  Date: 10/3/2013  Name: Kenneth W. Kelley								
This Amendment to the Broker Contract shall be valid and binding on the Company as of the date it is received in the Home Office of the Company, if not rejected by the Company in a written notice communicated in a reasonable manner to the Broker within ten (10) business days of receipt of the Amendment.								
PART B - Customer								
I/We the policyholder, acknowledge that the commission rates noted above are agreed to for the coverages noted.								
Policyholder Representative Signature: \( \lambda \text{unc} \) Lun \( \text{Date: \( \sigma \sigma \frac{1}{2013} \)								
Print Policyholder Representative Name:  (Officer of the company or appropriate decision-maker)								

Unum is providing this notice on behalf of the following insuring companies: Unum Life Insurance Company of America, First Unum Life Insurance Company (NY), Provident Life and Accident Insurance Company and Provident Life and Casualty Insurance Company (NY).

UNUM IS A REGISTERED TRADEMARK AND MARKETING BRAND OF UNUM GROUP AND ITS INSURING SUBSIDIARIES.



### APPLICATION FOR GROUP INSURANCE Unum Life Insurance Company of America 2211 Congress Street • Portland, Maine 04122

Name of Applicant City of Grand Junction					
Address: 25	50 North	5TH Stre	et		
	1 1	- 1		reet)	0.01
	varel Jun	ction	Co		81501
(City)			(State)		(Zip)
applies to the Unum	Life Insurance Company	y of America, for:			
Group Life Benefits Group Accidental Death and Dismemberment Benefits Group Worksite Short Term Disability Benefits Group Critical Illness Benefits Group Cancer Benefits Group Cancer Benefits Group Cancer Benefits Group Cancer Benefits Group Long Term Disability Benefits Group Long Term Care Benefits Group Accident Benefits Group Accident Benefits Is there any group life insurance plan in force or being applied for on some or all employees? Is the following or list the prior carriers:					
Employee Class	Maximum Amounts	Name of C	arrier	Effective Dates (mm/dd/yyyy)	Termination Dates (mm/dd/yyyy)
All	5000/mc	Standard		2/1/2001	12/31/2013
ĺ	7				
If the Insurance Company approves this application, a policy will be issued. The applicant agrees that acceptance of the policy will be an approval of the policy terms. The policy specifications will be made a part of the policy along with a copy of this form.  Signed at Grand Tunction CD City of Grand Tunction  (City and State)  On (O) 8 / 2013 (mm/dd/yyyy)  By: (Signature and Title)					
Broker Name:	/A - Kenneth (Please Print	W. Kelley Unum Rep	Broker Signa	ture: Off w.	2
SS# / Tax ID# (last 4	digits):		Policy Effect	ve Date: /// 2014	<u></u>



### **APPLICATION FOR PARTICIPATION IN** THE SELECT GROUP INSURANCE TRUST **Unum Life Insurance Company of America**

2211 Congress Street • Portland, Maine 04122

To: The Trustees of The Select Group Insurance Trust and Unum Life Insurance Company of America						
Name of Employer/Applicant Crtz of Grand Junction						
Address:	250 North	5th Stree	オ	HIM CONTRACTOR		
Gr	and Junits	on Co	i e		81501	
(City)		(State)			(Zip)	
requests approval to	participate in the above nar	ned Group Insurance Trust an	d that			
Group Life Benefits Group Lifestyle Protection Life Benefits Group Universal Life Benefits Coroup Universal Life Benefits Co						
coverage is to beance for which evide	1/1/2013 or such nce of insurability is require	r the terms of the Policy(ies) i o other date as the Insurance ( d will become effective until a	Company approves, v pproved by the Insui	vhichever is later. If this re rance Company at its Hom	quest is approved, no insur-	
Is there any group lif	fe insurance plan in force or	being applied for on some or	all employees? 🖭 🏾	es 🗅 No		
If yes, complete the	following or list the prior ca	rriers:				
Employee Class	Maximum Amounts	Name of Carr	ier <u> </u>	Effective Dates (mm/dd/yyyy)	Termination Dates (mm/dd/yyyy)	
All-Basic	A) \$ 200000	Standa	nd	2/1/2001	12/31/2013	
All- Supp	\$ 300,000	Stand	end	2/1/2001	12/31/2013	
By this application, t participate in the Tru Agreement.	he Employer/Applicant agre st. This includes all amendr	es and accepts the terms of the nents to the Trust Agreement	e Trust Agreement fo and any Rules and R	or the Trust named above t egulations adopted by the	for so long as it elects to Trustee(s) under the same	
The Employer/Applicant authorizes the Trustee(s) to act as its agent for the purposes set forth in the Trust Agreement. This includes functions relevant to the administration of Group Insurance; including but not limited to: (1) collection of premiums; (2) holding insurance policy(ies); and (3) delegation of agency to insurers. The Employer/Applicant also: (1) agrees to remit regularly the required premium payments; and (2) elects coverage as shown in the Summary of Benefits.						
The Employer/Applicant acknowledges that the group policy(ies) under which insurance is provided contain(s) numerous optional provisions which are available in order to provide each employer with the ability to select provisions which meet its own needs. It is understood and agreed that only those provisions which appear in the Summary of Benefits provided to the Employer/Applicant apply to its insurance coverage.						
Only approval of this tive upon approval o	request in writing by the Tr f the Insurance Company at	ustees shall permit the emplo its Home Office.	yer/applicant to parti	cipate in the above Trust.	Insurance will become effec-	
Signed at Grand Junction CO City of Grand Junction						
(City and State) (Applicant)						
on 18/3/2013 By: Curl J Fun K,500 Manager (Signature and Title)						
Producer Name: N/A - Renneth W. Kelley Producer Signature: 27 ac 3						
(Please Print) Marine Rep						
SS# / Tax ID#: State ID #: Policy Effective Date: / Zor3						
PRODUCER INFORMATION: For Commission purposes, please list the producers for this application. Use full names, including complete business names. To ensure proper payment of commissions, include each producer's tax identification number (social security number or corporate tax id) and state identification number where applicable. If more than one producer, please be sure to specify the split %. For corporate producers, please specify the signing representative's name and ID #'s.						
PLEASE PRINT ALL INFORMATION CLEARLY						
(	Producer Name Please print full name)	SS# / Tax ID#	State (where ap	*#.T.T		
1,						
2			<del></del>	<del></del>		
3			see see	N		

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.



## GROUP INSURANCE POLICY NON-PARTICIPATING

**POLICYHOLDER:** City of Grand Junction

**POLICY NUMBER:** 415845 002

POLICY EFFECTIVE DATE: January 1, 2014

**POLICY ANNIVERSARY DATE:** January 1

**GOVERNING JURISDICTION:** Colorado

Unum Life Insurance Company of America (referred to as Unum) will provide benefits under this policy. Unum makes this promise subject to all of this policy's provisions.

The policyholder should read this policy carefully and contact Unum promptly with any questions. This 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. This policy consists of:

- all policy provisions and any amendments and/or attachments issued;
- employees' signed applications; and
- the certificate of coverage.

This policy may be changed in whole or in part. Only an officer or a registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to this policy. No other person, including an agent, may change this policy or waive any part of it.

Signed for Unum at Portland, Maine on the Policy Effective Date.

President

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Secretary

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

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### **BENEFITS AT A GLANCE**

### LONG TERM DISABILITY PLAN

This long term disability plan provides financial protection for you by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled.

**EMPLOYER'S ORIGINAL PLAN** 

**EFFECTIVE DATE:** January 1, 2014

**POLICY NUMBER:** 415845 002

### **ELIGIBLE GROUP(S):**

All Regular Full-Time Council Approved Employees in active employment in the United States with the Employer

### MINIMUM HOURS REQUIREMENT:

### **Sworn Fire Employees**

Employees must be working at least 56 hours per week.

### All Employees not eligible in another group

Employees must be working at least 40 hours per week.

### WAITING PERIOD:

For employees in an eligible group on or before January 1, 2014: First of the month coincident with or next following 5 months of continuous active employment

For employees entering an eligible group after January 1, 2014: First of the month coincident with or next following 5 months of continuous active employment

### REHIRE:

If your employment ends and you are rehired within 30 days, 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:**

90 days

Benefits begin the day after the elimination period is completed.

### **MONTHLY BENEFIT:**

60% of monthly earnings to a maximum benefit of \$5,000 per month.

Your payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered or may have limited coverage under this plan.

### **MAXIMUM PERIOD OF PAYMENT:**

Age at Disability Maximum Period of Payment

Less than Age 62 To Social Security Normal Retirement Age

 Age 62
 60 months

 Age 63
 48 months

 Age 64
 42 months

36 months Age 65 Age 66 30 months 24 months Age 67 18 months Age 68 Age 69 or older 12 months Year of Birth Social Security Normal Retirement Age 1937 or before 65 years 1938 65 years 2 months 1939 65 years 4 months 65 years 6 months 65 years 8 months 1940 1941 65 years 10 months 1942 1943-1954 66 vears 1955 66 years 2 months 66 years 4 months 1956 1957 66 years 6 months 1958 66 years 8 months 66 years 10 months 1959 1960 and after 67 years

No premium payments are required for your coverage while you are receiving payments under this plan.

### REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFIT:

10% of your gross disability payment to a maximum benefit of \$1,000 per month.

In addition, we will make monthly payments to you for 3 months following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

### **DEPENDENT CARE EXPENSE BENEFIT:**

While you are participating in Unum's Rehabilitation and Return to Work Assistance program, you may receive payments to cover certain dependent care expenses limited to the following amounts:

Dependent Care Expense Benefit Amount: \$350 per month, per dependent

Dependent Care Expense Maximum Benefit Amount: \$1,000 per month for all eligible dependent care expenses combined

### TOTAL BENEFIT CAP:

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings. However, if you are participating in Unum's Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings.

### **OTHER FEATURES:**

Continuity of Coverage

Conversion

Disability Plus

Minimum Benefit

Pre-Existing: 3/12

### Survivor Benefit

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**

### LONG TERM DISABILITY

### WHEN DO YOU NOTIFY UNUM OF A CLAIM?

We encourage you to notify us of your claim as soon as possible so that a claim decision can be made in a timely manner. Notice of claim should be sent within 30 days after the date your disability begins. In addition, you must send Unum proof of your claim no later than one year after the date your disability begins unless your failure to do so is due to your lack of legal capacity. In no event can proof of your claim be submitted after the expiration of the time limit for commencing a legal proceeding as stated in the policy, even if your failure to provide proof of claim is due to a lack of legal capacity or if state law provides an exception to the one year time period.

You must notify us immediately when you return to work in any capacity.

### HOW DO YOU FILE PROOF OF CLAIM?

You 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.

The form to use to submit your proof of claim is available from your Employer, or you can request the form from us. If you do not receive the form from Unum or your Employer within 15 days of your request, send Unum proof of claim without waiting for the form.

### WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

Proof of your claim, provided at your expense, must show:

- the date your disability began;
- the existence and cause of your sickness or injury;
- that your sickness or injury causes you to have limitations on your functioning and restrictions on your activities preventing you from performing the material and substantial duties of your regular occupation or of any other gainful occupation for which you are reasonably fitted by education, training, or experience;
- that you are under the **regular care** of a **physician**;
- the name and address of any **hospital or institution** where you received treatment, including all attending physicians; and
- the appropriate documentation of your monthly earnings, any disability earnings, and any deductible sources of income.

In some cases, you will be required to give Unum authorization to obtain additional medical information and to provide non-medical information as part of your proof of claim, or proof of continuing disability. We may also require that you send us appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income. We may request that you send periodic proof of your claim. This proof, provided at your expense, must be received within 45 days of a request by us. Unum will deny your claim, or stop sending you payments, if the appropriate information is not submitted.

We may require you to be examined by a physician, other medical practitioner and/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 meet with and be interviewed by an authorized Unum Representative. Unum will deny your claim, or stop sending you payments, if you fail to comply with our requests.

### TO WHOM WILL UNUM MAKE PAYMENTS?

Unum will make payments to you.

### WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?

Unum has the right to recover any overpayments due to:

- fraud:
- any error Unum makes in processing a claim;
- disability earnings; or
- deductible sources of income.

You must reimburse us in full. We will determine the method by which the repayment is to be made which may include reducing or withholding future payments including the minimum monthly payment.

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

Any unpaid premium due for your coverage under this policy may be recovered by us by offsetting against amounts otherwise payable to you under this policy, or by other legally permitted means.

### POLICYHOLDER PROVISIONS

### WHAT IS THE COST OF THIS INSURANCE?

### LONG TERM DISABILITY

The initial premium for each **plan** is based on the initial rate(s) shown in the Rate Information Amendment(s).

### WAIVER OF PREMIUM

Unum does not require premium payments for an insured while he or she is receiving Long Term Disability payments under this plan.

### INITIAL RATE GUARANTEE AND RATE CHANGES

Refer to the Rate Information Amendment(s).

### WHEN IS PREMIUM DUE FOR THIS POLICY?

Premium Due Dates: Premium due dates are based on the Premium Due Dates shown in the Rate Information Amendment(s).

The **Policyholder** must send all premiums to Unum on or before their respective due date. The premium must be paid in United States dollars.

### WHEN ARE INCREASES OR DECREASES IN PREMIUM DUE?

Premium increases or decreases which take effect during a policy month are adjusted and due on the next premium due date following the change. Changes will not be pro-rated daily.

If premiums are paid on other than a monthly basis, premiums for increases and decreases will result in a monthly pro-rated adjustment on the next premium due date.

Unum will only adjust premium for the current policy year and the prior policy year. In the case of fraud, premium adjustments will be made for all policy years.

### WHAT INFORMATION DOES UNUM REQUIRE FROM THE POLICYHOLDER?

The Policyholder must provide Unum with the following on a regular basis:

- information about employees:
  - who are eligible to become insured;
  - whose amounts of coverage change; and/or
  - whose coverage ends;
- occupational information and any other information that may be required to manage a claim; and
- any other information that may be reasonably required.

Policyholder records that, in Unum's opinion, have a bearing on this policy will be available for review by Unum at any reasonable time.

Clerical error or omission by Unum will not:

- prevent an employee from receiving coverage;
- affect the amount of an insured's coverage; or
- cause an employee's coverage to begin or continue when the coverage would not otherwise be effective.

### WHO CAN CANCEL OR MODIFY THIS POLICY OR A PLAN UNDER THIS POLICY?

This policy or a plan under this policy can be cancelled:

- by Unum; or
- by the Policyholder.

Unum may cancel or modify this policy or a plan if:

- there is less than 75% participation of those eligible employees who pay all or part of their premium for a plan; or
- there is less than 100% participation of those eligible employees for a Policyholder paid plan;
- the Policyholder does not promptly provide Unum with information that is reasonably required:
- the Policyholder fails to perform any of its obligations that relate to this policy;
- fewer than 10 employees are insured under a plan;
- the premium is not paid in accordance with the provisions of this policy that specify whether the Policyholder, the employee, or both, pay(s) the premiums;
- the Policyholder does not promptly report to Unum the names of any employees who are added or deleted from the eligible group;
- 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 Policyholder and/or its
  employees; or
- the Policyholder fails to pay any portion of the premium within the 45 day **grace period**.

If Unum cancels or modifies this policy or a plan for reasons other than the Policyholder's failure to pay premium, a written notice will be delivered to the Policyholder at least 31 days prior to the cancellation date or modification date. The Policyholder may cancel this policy or a 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 policy or plan automatically at the end of the grace period. The Policyholder is liable for premium for coverage during the grace period. The Policyholder must pay Unum all premium due for the full period each plan is in force.

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

If this policy or a plan is cancelled, the cancellation will not affect a **payable claim**.

## WHAT HAPPENS TO AN EMPLOYEE'S COVERAGE UNDER THIS POLICY WHILE HE OR SHE IS ON A FAMILY AND MEDICAL LEAVE OF ABSENCE?

We will continue the employee's coverage in accordance with the policyholder's Human Resource policy on family and medical leaves of absence if premium payments continue and the policyholder approved the employee's leave in writing.

Coverage will be continued until the end of the later of:

- 1. the leave period required by the federal Family and Medical Leave Act of 1993 and any amendments; or
- 2. the leave period required by applicable state law.

If the policyholder's Human Resource policy doesn't provide for continuation of an employee's coverage during a family and medical leave of absence, the employee's coverage will be reinstated when he or she returns to active employment.

### We will not:

- apply a new waiting period;
- apply a new pre-existing conditions exclusion; or
- require evidence of insurability.

### DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES INCLUDE:

NAME/LOCATION (CITY AND STATE)

None

### CERTIFICATE SECTION

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 policy (issued to the policyholder), the policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

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.

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.

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

### **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 date you are eligible for coverage.

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 application, if **evidence of insurability** is required.

Evidence of insurability is required if you:

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

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

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

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

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

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

### WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?

Once your coverage begins, any increased or additional coverage will take effect immediately if you are in active employment or if you are on a covered leave of absence. If you are not in active employment due to injury or sickness, any increased or additional coverage 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 except as provided under the covered leave of absence provision.

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?

You can start legal action regarding your claim 60 days after proof of claim has been given and up to 3 years from the later of when original proof of your claim was first required to have been given; or your claim was denied; or your benefits were terminated, unless otherwise provided under federal law.

Except as preempted by federal law, if your claim is denied in whole or in part and you have exhausted your administrative remedies under the policy/plan, you have the right to have your claim newly reviewed in any court with jurisdiction and to a trial by jury, if such rights are mandated by state 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 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 as a basis for doing this.

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.

# LONG TERM DISABILITY BENEFIT INFORMATION

### HOW DOES UNUM DEFINE DISABILITY?

You are disabled when Unum determines that:

- you are **limited** from performing the **material and substantial duties** of your **regular occupation** due to your **sickness** or **injury**; and
- you have a 20% or more loss in your **indexed monthly earnings** due to the same sickness or injury.

After 24 months of payments, you are disabled when Unum determines that due to the same sickness or injury, you are unable to perform the duties of any **gainful occupation** for which you are reasonably fitted by education, training or experience.

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

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

## HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?

You must be continuously disabled through your **elimination period**. Unum will treat your disability as continuous if your disability stops for 30 days or less during the elimination period. The days that you are not disabled will not count toward your elimination period.

Your elimination period is 90 days.

You are not required to have a 20% or more loss in your indexed monthly earnings due to the same injury or sickness to be considered disabled during the elimination period.

### CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?

Yes. If you are working while you are disabled, the days you are disabled will count toward your elimination period.

### WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

You will begin to receive payments when we approve your claim, providing the elimination period has been met and you are disabled. We will send you a payment monthly for any period for which Unum is liable.

### HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED?

We will follow this process to figure your payment:

- 1. Multiply your monthly earnings by 60%.
- 2. The maximum monthly benefit is \$5,000.
- 3. Compare the answer from Item 1 with the maximum monthly benefit. The lesser of these two amounts is your **gross disability payment**.
- 4. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 4 is your **monthly payment**.

Your monthly payment may be reduced based on your disability earnings.

If, at any time after the elimination period, you are disabled for less than 1 month, we will send you 1/30 of your monthly payment for each day of disability and 1/30 of any additional benefits for each day of disability.

### WILL UNUM EVER PAY MORE THAN 100% OF MONTHLY EARNINGS?

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings. However, if you are participating in Unum's Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings.

### WHAT ARE YOUR MONTHLY EARNINGS?

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

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

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

### HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING?

We will send you the monthly payment if you are disabled and your monthly **disability earnings**, if any, are less than 20% of your indexed monthly earnings, due to the same sickness or injury.

If you are disabled and your monthly disability earnings are from 20% through 80% of your indexed monthly earnings, due to the same sickness or injury, Unum will figure your payment as follows:

During the first 12 months of payments, while working, your monthly payment will not be reduced as long as disability earnings plus the gross disability payment does not exceed 100% of indexed monthly earnings.

- 1. Add your monthly disability earnings to your gross disability payment.
- Compare the answer in Item 1 to your indexed monthly earnings.

If the answer from Item 1 is less than or equal to 100% of your indexed monthly earnings, Unum will not further reduce your monthly payment.

If the answer from Item 1 is more than 100% of your indexed monthly earnings, Unum will subtract the amount over 100% from your monthly payment.

After 12 months of payments, while working, we will subtract 50% of your disability earnings from your monthly payment.

This is the amount Unum will pay you each month.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability.

### HOW DO WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?

If your disability earnings have fluctuated from month to month, Unum may determine your benefit eligibility based on the average of your disability earnings over the most recent 3 months.

### WHAT ARE DEDUCTIBLE SOURCES OF INCOME?

Unum will subtract from your gross disability payment the following deductible sources of income:

- 1. The amount that you receive or are entitled to receive under:
  - a workers' compensation law.
  - an occupational disease law.
  - any other act or law with similar intent.
- 2. The amount that you receive or are entitled to receive as disability income or disability retirement payments under any:
  - state compulsory benefit act or law.
  - other group insurance plan.
  - governmental retirement system.
- 3. The amount that you, your spouse and your children receive or are entitled to receive as disability payments because of your disability under:
  - the United States Social Security Act.
  - the Canada Pension Plan.
  - the Quebec Pension Plan.
  - any similar plan or act.
- 4. The amount that you receive as retirement payments or the amount your spouse and children receive as retirement payments because you are receiving retirement payments under:

- the United States Social Security Act.
- the Canada Pension Plan.
- the Quebec Pension Plan.
- any similar plan or act.
- 5. The amount that you receive as retirement payments under any governmental retirement system. Retirement payments do not include payments made at the later of age 62 or normal retirement age under your Employer's retirement plan which are attributable to contributions you made on a post tax basis to the system.

Regardless of how retirement payments are distributed, Unum will consider payments attributable to your post tax contributions to be distributed throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Unum will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

- 6. The amount that you:
  - receive as disability payments under your Employer's **retirement plan**.
  - voluntarily elect to receive as retirement payments under your Employer's retirement plan.
  - receive as retirement payments when you reach the later of age 62 or normal retirement age, as defined in your Employer's retirement plan.

Disability payments under a retirement plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which would have been paid if the disability had not occurred.

Retirement payments will be those benefits which are based on your Employer's contribution to the retirement plan. Disability benefits which reduce the retirement benefit under the plan will also be considered as a retirement benefit.

Regardless of how the retirement funds from the retirement plan are distributed, Unum will consider your and your Employer's contributions to be distributed simultaneously throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Unum will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

7. The amount that you receive under Title 46, United States Code Section 688 (The Jones Act).

With the exception of retirement payments, Unum will only subtract deductible sources of income which are payable as a result of the same disability.

We will not reduce your payment by your Social Security retirement income if your disability begins after age 65 and you were already receiving Social Security retirement payments.

### WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?

Unum will not subtract from your gross disability payment income you receive from, but not limited to, the following:

- 401(a), 401(k), 408(k), 408(p), 414(h), or 457 plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and disability income plans
- credit disability insurance
- franchise disability income plans
- a retirement plan from another Employer
- individual retirement accounts (IRA)
- individual disability income plans
- no fault motor vehicle plans
- salary continuation or accumulated sick leave plans

## WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT? (Minimum Benefit)

The minimum monthly payment is \$100.

Unum may apply this amount toward an outstanding overpayment.

## WHAT HAPPENS WHEN YOU RECEIVE A COST OF LIVING INCREASE FROM DEDUCTIBLE SOURCES OF INCOME?

Once Unum has subtracted any deductible source of income from your gross disability payment, Unum will not further reduce your payment due to a cost of living increase from that source.

## WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?

When we determine that you may qualify for benefits under Item(s) 1, 2 and 3 in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amounts if such benefits:

- have not been awarded; and
- have not been denied; or
- have been denied and the denial is being appealed.

Your Long Term Disability payment will NOT be reduced by the estimated amount if you:

- apply for the disability payments under Item(s) 1, 2 and 3 in the deductible sources of income section and appeal your denial to all administrative levels Unum feels are necessary; and
- sign Unum's payment option form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals Unum feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

If you receive a lump sum payment from any deductible sources of income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, we will use a reasonable one.

### HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?

Unum will send you a payment each month up to the **maximum period of payment**. Your maximum period of payment is based on your age at disability as follows:

Age at Disability	Maximum Period of Payment
Less than Age 62 Age 62 Age 63 Age 64 Age 65 Age 66 Age 67 Age 68 Age 69 or older	To Social Security Normal Retirement Age 60 months 48 months 42 months 36 months 30 months 24 months 18 months 12 months
Year of Birth	Social Security Normal Retirement Age
1937 or before 1938 1939 1940 1941 1942 1943-1954 1955 1956 1957 1958 1959	65 years 65 years 2 months 65 years 4 months 65 years 6 months 65 years 8 months 65 years 10 months 66 years 66 years 66 years 2 months 66 years 4 months 66 years 6 months 66 years 8 months 66 years 10 months 67 years

### WHEN WILL PAYMENTS STOP?

We will stop sending you payments and your claim will end on the earliest of the following:

- during the first 24 months of payments, when you are able to work in your regular occupation on a **part-time basis** and you do not;
- after 24 months of payments, when you are able to work in any gainful occupation on a part-time basis and you do not;
- if you are working and your monthly disability earnings exceed 80% of your indexed monthly earnings, the date your earnings exceed 80%;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan, unless you are eligible to receive benefits under Unum's Rehabilitation and Return to Work Assistance program:
- the date you fail to submit proof of continuing disability;
- after 12 months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits;
- the date you die.

### WHAT DISABILITIES HAVE A LIMITED PAY PERIOD UNDER YOUR PLAN?

The lifetime cumulative maximum benefit period for all disabilities due to **mental illness** is 24 months. Only 24 months of benefits will be paid even if the disabilities:

- are not continuous; and/or
- are not related.

However, Unum will send you payments beyond the 24 month period if you meet one of these conditions:

1. If you are confined to a **hospital or institution** at the end of the 24 month period, Unum will continue to send you payments during your confinement.

If you are still disabled when you are discharged, Unum will send you payments for a recovery period of up to 90 days.

If you become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, Unum will send payments during that additional confinement and for one additional recovery period up to 90 more days.

2. If you are not confined to a hospital or institution but become confined for a period of at least 14 days within 90 days after the 24 month period for which you have received payments, Unum will send payments during the length of the confinement.

Under no circumstances will Unum pay beyond the maximum period of payment as indicated in the **BENEFITS AT A GLANCE** section of your policy.

Unum will not apply the mental illness limitation to dementia if it is a result of:

- stroke:
- trauma:
- viral infection:
- Alzheimer's disease; or
- other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

### WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries while sane.
- active participation in a riot.
- loss of a professional license, occupational license or certification.
- commission of a crime for which you have been convicted.
- pre-existing condition.

Your plan will not cover a disability due to war, declared or undeclared, or any act of war.

Unum will not pay a benefit for any period of disability during which you are incarcerated.

### WHAT IS A PRE-EXISTING CONDITION?

You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; and
- the disability begins in the first 12 months after your effective date of coverage.

## WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME WITH THE POLICYHOLDER AND YOUR DISABILITY OCCURS AGAIN?

If you have a **recurrent disability**, Unum will treat your disability as part of your prior claim and you will not have to complete another elimination period if:

- you were continuously insured under the plan for the period between the end of your prior claim and your recurrent disability; and
- your recurrent disability occurs within 6 months from the end of your prior claim.

Your recurrent disability will be subject to the same terms of the plan as your prior claim and will be treated as a continuation of that disability.

Any disability which occurs after 6 months from the date your prior claim ended will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the elimination period.

If you become entitled to payments under any other group long term disability plan, you will not be eligible for payments under the Unum plan.

### LONG TERM DISABILITY

### OTHER BENEFIT FEATURES

## WHAT BENEFITS WILL BE PROVIDED TO YOU OR YOUR FAMILY IF YOU DIE OR ARE TERMINALLY ILL? (Survivor Benefit)

When Unum receives proof that you have died, we will pay your **eligible survivor** a lump sum benefit equal to 3 months of your gross disability payment if, on the date of your death:

- your disability had continued for 180 or more consecutive days; and
- you were receiving or were entitled to receive payments under the plan.

If you have no eligible survivors, payment will be made to your estate, unless there is none. In this case, no payment will be made.

However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

You may receive your 3 month survivor benefit prior to your death if you have been diagnosed as terminally ill.

We will pay you a lump sum amount equal to 3 months of your gross disability payment if:

- you have been diagnosed with a terminal illness or condition;
- your life expectancy has been reduced to less than 12 months; and
- you are receiving monthly payments.

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

- you must make this election in writing to Unum; and
- your physician must certify in writing that you have a terminal illness or condition and your life expectancy has been reduced to less than 12 months.

This benefit is available to you on a voluntary basis and will only be payable once.

If you elect to receive this benefit prior to your death, no 3 month survivor benefit will be payable upon your death.

## WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO UNUM? (Continuity of Coverage)

When the plan becomes effective, Unum will provide coverage for you if:

- you are not in active employment because of a sickness or injury; and
- you were covered by the prior policy.

Your coverage is subject to payment of premium.

Your payment will be limited to the amount that would have been paid by the prior carrier. Unum will reduce your payment by any amount for which your prior carrier is liable.

# WHAT IF YOU HAVE A DISABILITY DUE TO A PRE-EXISTING CONDITION WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO UNUM? (Continuity of Coverage)

Unum may send a payment if your disability results from a pre-existing condition if, you were:

- in active employment and insured under the plan on its effective date; and
- insured by the prior policy at the time of change.

In order to receive a payment you must satisfy the pre-existing condition provision under:

- 1. the Unum plan; or
- 2. the prior carrier's plan, if benefits would have been paid had that policy remained in force.

If you do not satisfy Item 1 or 2 above, Unum will not make any payments.

If you satisfy Item 1, we will determine your payments according to the Unum plan provisions.

If you only satisfy Item 2, we will administer your claim according to the Unum plan provisions. However, your payment will be the lesser of:

- a. the monthly benefit that would have been payable under the terms of the prior plan if it had remained inforce; or
- b. the monthly payment under the Unum plan.

Your benefits will end on the earlier of the following dates:

- 1. the end of the maximum benefit period under the plan; or
- 2. the date benefits would have ended under the prior plan if it had remained in force.

### WHAT INSURANCE IS AVAILABLE IF YOU END EMPLOYMENT? (Conversion)

If you end employment with your Employer, your coverage under the plan will end. You may be eligible to purchase insurance under Unum's group conversion policy. To be eligible, you must have been insured under your Employer's group plan for at least 12 consecutive months. We will consider the amount of time you were insured under the Unum plan and the plan it replaced, if any.

You must apply for insurance under the conversion policy and pay the first quarterly premium within 31 days after the date your employment ends.

Unum will determine the coverage you will have under the conversion policy. The conversion policy may not be the same coverage we offered you under your Employer's group plan.

You are not eligible to apply for coverage under Unum's group conversion policy if:

- you are or become insured under another group long term disability plan within 31 days after your employment ends;
- you are disabled under the terms of the plan;
- you recover from a disability and do not return to work for your Employer;
- you are on a leave of absence; or
- your coverage under the plan ends for any of the following reasons:
  - the plan is cancelled;
  - the plan is changed to exclude the group of employees to which you belong;
  - you are no longer in an eligible group;
  - you end your working career or retire and receive payment from any Employer's retirement plan; or
  - you fail to pay the required premium under this plan.

## HOW CAN UNUM'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM HELP YOU RETURN TO WORK?

Unum has a vocational Rehabilitation and Return to Work Assistance program available to assist you in returning to work. We will determine whether you are eligible for this program. In order to be eligible for rehabilitation services and benefits, you must be medically able to engage in a return to work program.

Your claim file will be reviewed by one of Unum's rehabilitation professionals to determine if a rehabilitation program might help you return to gainful employment. As your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work program.

We will make the final determination of your eligibility for participation in the program.

We will provide you with a written Rehabilitation and Return to Work Assistance plan developed specifically for you.

The rehabilitation program may include, but is not limited to, the following services and benefits:

- coordination with your Employer to assist you to return to work:
- adaptive equipment or job accommodations to allow you to work;
- vocational evaluation to determine how your disability may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training; or
- education and retraining expenses for a new occupation.

## WHAT ADDITIONAL BENEFITS WILL UNUM PAY WHILE YOU PARTICIPATE IN A REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?

We will pay an additional disability benefit of 10% of your gross disability payment to a maximum benefit of \$1,000 per month.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income. However, the Total Benefit Cap will apply.

In addition, we will make monthly payments to you for 3 months following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program;
   and
- you are not able to find employment.

This benefit payment may be paid in a lump sum.

### WHEN WILL REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFITS END?

Benefits for the Rehabilitation and Return to Work Assistance program will end on the earliest of the following dates:

- the date Unum determines that you are no longer eligible to participate in Unum's Rehabilitation and Return to Work Assistance program; or
- any other date on which monthly payments would stop in accordance with this plan.

## WHAT ADDITIONAL BENEFIT IS AVAILABLE FOR DEPENDENT CARE EXPENSES TO ENABLE YOU TO PARTICIPATE IN UNUM'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?

While you are participating in Unum's Rehabilitation and Return to Work Assistance program, we will pay a Dependent Care Expense Benefit when you are disabled and you:

- 1. are incurring expenses to provide care for a child under the age of 15; and/or
- 2. start incurring expenses to provide care for a child age 15 or older or a family member who needs personal care assistance.

The payment of the Dependent Care Expense Benefit will begin immediately after you start Unum's Rehabilitation and Return to Work Assistance program.

Our payment of the Dependent Care Expense Benefit will:

- 1. be \$350 per month, per **dependent**; and
- 2. not exceed \$1,000 per month for all dependent care expenses combined.

To receive this benefit, you must provide satisfactory proof that you are incurring expenses that entitle you to the Dependent Care Expense Benefit.

Dependent Care Expense Benefits will end on the earlier of the following:

- 1. the date you are no longer incurring expenses for your dependent;
- the date you no longer participate in Unum's Rehabilitation and Return to Work Assistance program; or
- 3. any other date payments would stop in accordance with this plan.

### **DISABILITY PLUS RIDER**

### WHO IS ELIGIBLE FOR DISABILITY PLUS COVERAGE?

You must be insured under the Unum Long Term Disability (LTD) plan to be eligible for the additional disability coverage described in this Rider. All of the policy definitions apply to the coverage as well as policy provisions specified in this Rider.

### WHEN WILL THIS COVERAGE BECOME EFFECTIVE?

You will become insured for Disability Plus coverage on the later of:

- the effective date of this Rider; or
- your effective date under the LTD plan.

Disability Plus coverage will continue as long as the Rider is in effect and you are insured under the LTD plan. There is no conversion privilege feature for Disability Plus coverage.

### WHEN WILL YOU BE ELIGIBLE TO RECEIVE DISABILITY PLUS BENEFITS?

We will pay a monthly Disability Plus benefit to you when we receive proof that you are disabled under this rider and are receiving monthly payments under the LTD plan. Disability Plus benefits will begin at the end of the elimination period shown in the LTD plan.

You are disabled under this rider when Unum determines that due to sickness or injury:

- you lose the ability to safely and completely perform 2 **activities of daily living** without another person's assistance or verbal cueing; or
- you have a deterioration or loss in intellectual capacity and need another person's assistance or verbal cueing for your protection or for the protection of others.

### HOW MUCH WILL UNUM PAY IF YOU ARE DISABLED?

The Disability Plus benefit is 20% of monthly earnings to a maximum monthly benefit of the lesser of the LTD plan maximum monthly benefit or \$2,000.

This benefit is not subject to policy provisions, except for the Total Benefit Cap, which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income.

### WHAT EXCLUSIONS AND LIMITATIONS APPLY TO DISABILITY PLUS?

All of the policy provisions that exclude or limit coverage will apply to this Disability Plus Rider.

You will not receive this benefit for a loss resulting from one of the following conditions, if the loss exists on the effective date of your coverage under this rider:

- a loss of the ability to safely and completely perform any activities of daily living without another person's assistance or verbal cueing; and/or

- a deterioration or loss in intellectual capacity and need for another person's assistance or verbal cueing for your protection or for the protection of others.

### WHAT CLAIMS INFORMATION IS NEEDED FOR DISABILITY PLUS?

The LTD claim information section under the policy applies to Disability Plus coverage. We may ask you to be examined, at our expense, by a physician and/or other medical practitioner of our choice. We may also require an interview with you.

### WHEN WILL DISABILITY PLUS BENEFIT PAYMENTS END?

Benefit payments will end on the earliest of the following dates:

- the date you are no longer disabled under the Rider;
- the date you become ineligible for monthly payments under the LTD plan;
- the end of the maximum period of payment shown in the LTD plan; or
- the date you die.

No survivor benefits are payable for the Disability Plus coverage.

### WHAT IS THE WAIVER OF PREMIUM FOR DISABILITY PLUS?

Premium for the Disability Plus coverage is not required while you are receiving monthly payments under the LTD plan.

### OTHER SERVICES

These services are also available from us as part of your Unum Long Term Disability plan.

## HOW CAN UNUM HELP YOUR EMPLOYER IDENTIFY AND PROVIDE WORKSITE MODIFICATION?

A worksite modification might be what is needed to allow you to perform the material and substantial duties of your regular occupation with your Employer. One of our designated professionals will assist you and your Employer to identify a modification we agree is likely to help you remain at work or return to work. This agreement will be in writing and must be signed by you, your Employer and Unum.

When this occurs, Unum will reimburse your Employer for the cost of the modification, up to the greater of:

- \$1,000; or
- the equivalent of 2 months of your monthly benefit.

This benefit is available to you on a one time only basis.

## HOW CAN UNUM'S SOCIAL SECURITY CLAIMANT ADVOCACY PROGRAM ASSIST YOU WITH OBTAINING SOCIAL SECURITY DISABILITY BENEFITS?

In order to be eligible for assistance from Unum's Social Security claimant advocacy program, you must be receiving monthly payments from us. Unum can provide expert advice regarding your claim and assist you with your application or appeal.

Receiving Social Security benefits may enable:

- you to receive Medicare after 24 months of disability payments;
- you to protect your retirement benefits; and
- your family to be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- helping you find appropriate legal representation;
- obtaining medical and vocational evidence; and
- reimbursing pre-approved case management expenses.

### **GLOSSARY**

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

Your work site must be:

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

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

### **ACTIVITIES OF DAILY LIVING mean:**

- Bathing the ability to wash yourself 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.

**DEDUCTIBLE SOURCES OF INCOME** means income from deductible sources listed in the plan which you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

### **DEPENDENT** means:

- your child(ren) under the age of 15; and
- your child(ren) age 15 or over or a family member who requires personal care assistance.

**DISABILITY EARNINGS** means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your **maximum capacity**.

**ELIMINATION PERIOD** means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Unum.

**EMPLOYEE** means a person who is in active employment in the United States 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 is or can be expected to provide you with an income within 12 months of your return to work, that exceeds:

80% of your indexed monthly earnings, if you are working; or 60% of your indexed monthly earnings, if you are not working.

**GOVERNMENTAL RETIREMENT SYSTEM** means a plan which is part of any federal, state, county, municipal or association retirement system, including but not limited to, a state teachers retirement system, public employees retirement system or other similar retirement system for state or local government employees providing for the payment of retirement and/or disability benefits to individuals.

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

**GROSS DISABILITY PAYMENT** means the benefit amount before Unum subtracts deductible sources of income and disability earnings.

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

**INDEXED MONTHLY EARNINGS** means your monthly earnings adjusted on each anniversary of benefit payments by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same, but will never decrease.

The Consumer Price Index (CPI-U) is published by the U.S. Department of Labor. Unum reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U.

Indexing is only used as a factor in the determination of the percentage of lost earnings while you are disabled and working and in the determination of gainful occupation.

**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.

**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 leave of absence.

**LIMITED** means what you cannot or are unable to do.

### MATERIAL AND SUBSTANTIAL DUTIES means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified.

**MAXIMUM CAPACITY** means, based on your restrictions and limitations:

- during the first 24 months of disability, the greatest extent of work you are able to do
  in your regular occupation, that is reasonably available.
- beyond 24 months of disability, the greatest extent of work you are able to do in any occupation, that is reasonably available, for which you are reasonably fitted by education, training or experience.

**MAXIMUM PERIOD OF PAYMENT** means the longest period of time Unum will make payments to you for any one period of disability.

**MENTAL ILLNESS** means a psychiatric or psychological condition classified in the Diagnostic and Statistical Manual of Mental Health Disorders (DSM), published by the American Psychiatric Association, most current as of the start of a disability. Such disorders include, but are not limited to, psychotic, emotional or behavioral disorders, or disorders relatable to stress. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the American Psychiatric Association as of the start of a disability.

**MONTHLY BENEFIT** means the total benefit amount for which an employee is insured under this plan subject to the maximum benefit.

**MONTHLY EARNINGS** means your gross monthly income from your Employer as defined in the plan.

**MONTHLY PAYMENT** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**PART-TIME BASIS** means the ability to work and earn between 20% and 80% of your indexed monthly earnings.

**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.

**POLICYHOLDER** means the Employer to whom the policy is issued.

**PRE-EXISTING CONDITION** means a condition for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines for your condition during the given period of time as stated in the plan.

# **RECURRENT DISABILITY** means a disability which is:

- caused by a worsening in your condition; and
- due to the same cause(s) as your prior disability for which Unum made a disability payment.

#### **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.

**REGULAR OCCUPATION** means the occupation you are routinely performing when your disability begins. Unum will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

**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 employee contributions. Retirement Plan does not include any plan which is part of any governmental retirement system.

SALARY CONTINUATION OR ACCUMULATED SICK LEAVE means continued payments to you by your Employer of all or part of your monthly earnings, after you become disabled as defined by the Policy. This continued payment must be part of an established plan maintained by your Employer for the benefit of all employees covered under the Policy. Salary continuation or accumulated sick leave does not include compensation paid to you by your Employer for work you actually perform after your disability begins. Such compensation is considered disability earnings, and would be taken into account in calculating your monthly payment.

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

**SURVIVOR, ELIGIBLE** means your lawful spouse, if living; otherwise your children under age 25 equally.

"Spouse" wherever used includes:

- your civil union partner as established under Colorado law; or
- your partner in a civil union, registered domestic partnership or substantially similar legal relationship created in another jurisdiction.

**TOTAL COVERED PAYROLL** means the total amount of monthly earnings for which employees are insured under this 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 Unum Life Insurance Company of America.

**YOU** means an employee who is eligible for Unum coverage.

# **Additional Claim and Appeal Information**

#### APPLICABILITY OF ERISA

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

#### **HOW TO FILE A CLAIM**

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

#### **CLAIMS PROCEDURES**

Unum will give you notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if Unum both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you of the circumstances requiring the extension of time and the date by which Unum expects to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information within the time specified, any 30 day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your claim without that information.

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

- state the specific reason(s) for the determination;
- reference specific Plan provision(s) on which the determination is based;
- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal; and

- disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

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

#### **APPEAL PROCEDURES**

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

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

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

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

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

- the specific reason(s) for the determination;
- a reference to the specific Plan provision(s) on which the determination is based;
- a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);

- a statement describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the decision;
- the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- the statement that "You or your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency".

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

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

#### OTHER RIGHTS

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

# **Unum's Commitment to Privacy**

Unum understands your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of nonpublic personal information (NPI). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

# **Collecting Information**

We collect NPI about our customers to provide them with insurance products and services. This may include telephone number, address, date of birth, occupation, income and health history. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations, and service providers.

# **Sharing Information**

We share the types of NPI described above primarily with people who perform insurance, business, and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization. The organization may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes. We may share NPI with parties to a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. When legally necessary, we ask your permission before sharing NPI about you. Our practices apply to our former, current and future customers.

Please be assured we do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services. For example, we do not sell your name to catalog companies.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. When required by law, we ask your permission before we share NPI for marketing purposes.

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

#### Safeguarding Information

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

#### **Access to Information**

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

#### **Correction of Information**

If you believe NPI we have about you is incorrect, please write to us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two years.

#### **Coverage Decisions**

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI.

#### Contacting Us

For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit <a href="www.unum.com/privacy">www.coloniallife.com</a> or write to: Privacy Officer, Unum, 2211 Congress Street, C476, Portland, Maine 04122. We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident Insurance Company, The Paul Revere Life Insurance Company and The Paul Revere Variable Annuity Insurance Company.

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

MK-1883 (2-11)

# NOTICE OF PROTECTION PROVIDED BY LIFE AND HEALTH INSURANCE PROTECTION ASSOCIATION

This notice provides a **brief summary** of the Life and Health Insurance Protection Association ("the Association") and the protection it provides for policyholders. This safety net was created under Colorado law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Colorado law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**NOTE:** Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements under Colorado law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at <a href="http://colorado.lhiga.com">http://colorado.lhiga.com</a>, email jkelldorf@gmail.com or contact:

Colorado Life and Health Insurance
Protection Association
P. O. Box 36009
Denver, Colorado 80236
(303) 292-5022

Colorado Division of Insurance
1650 Broadway, Suite 850
Denver, Colorado 80202
(303) 894-7499

Insurance companies and agents are not allowed by Colorado law to use the existence of the Association or its coverage to 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 Colorado law, then Colorado law will control.



# **City of Grand Junction**

# Your Group Life and Accidental Death and Dismemberment Plan

Identification No. 415845 011

Underwritten by Unum Life Insurance Company of America

10/17/2014

### CERTIFICATE OF COVERAGE

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

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

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

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

The Summary of Benefits is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

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:** January 1, 2014

**IDENTIFICATION** 

**NUMBER:** 415845 011

#### **ELIGIBLE GROUP(S):**

All Regular Full-Time Council Approved Employees of the Employer in active employment in the United States with the Employer

#### MINIMUM HOURS REQUIREMENT:

#### **Sworn Fire Employees**

Employees must be working at least 56 hours per week.

### All Employees not eligible in another group

Employees must be working at least 40 hours per week.

#### **WAITING PERIOD:**

For employees in an eligible group on or before January 1, 2014: First of the month coincident with or next following 5 months of continuous active employment

For employees entering an eligible group after January 1, 2014: First of the month coincident with or next following 5 months of continuous active employment

#### REHIRE:

If your employment ends and you are rehired within 30 days, 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:

Your Employer pays the cost of your coverage.

#### For Your Dependents:

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

#### **ELIMINATION PERIOD:**

Premium Waiver: 180 days

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

#### LIFE INSURANCE BENEFIT:

#### AMOUNT OF LIFE INSURANCE FOR YOU

1 x annual earnings

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

# AMOUNT OF 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, 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.

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

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

- 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 but before age 75.

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

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

- 35% of the amount of life insurance you had prior to your first reduction; or
- 35% of the amount of life insurance shown above if you become insured on or after age 75.

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

MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOU:

\$150,000

#### AMOUNT OF LIFE INSURANCE FOR YOUR DEPENDENTS

Spouse:

\$5.000

Children:

Live birth to 14 days: \$2,000 14 days to 6 months: \$2,000 6 months to age 26: \$2,000

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

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

#### **OTHER FEATURES:**

Accelerated Benefit

Conversion

Continuity of Coverage

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.

**EMPLOYER'S ORIGINAL PLAN** 

**EFFECTIVE DATE:** January 1, 2014

**IDENTIFICATION** 

NUMBER: 415845 011

#### **ELIGIBLE GROUP(S):**

All Regular Full-Time Council Approved Employees of the Employer in active employment in the United States with the Employer

#### MINIMUM HOURS REQUIREMENT:

#### Sworn Fire Employees

Employees must be working at least 56 hours per week.

#### All Employees not eligible in another group

Employees must be working at least 40 hours per week.

#### WAITING PERIOD:

For employees in an eligible group on or before January 1, 2014: First of the month coincident with or next following 5 months of continuous active employment

For employees entering an eligible group after January 1, 2014: First of the month coincident with or next following 5 months of continuous active employment

#### REHIRE:

If your employment ends and you are rehired within 30 days, 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:

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)

1 x annual earnings plus \$50,000

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

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

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

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

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

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

- 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 but before age 75.

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

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

- 35% of the amount of AD&D insurance you had prior to your first reduction; or
- 35% of the amount of AD&D insurance shown above if you become insured on or after age 75.

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

MAXIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU:

\$200,000

#### REPATRIATION BENEFIT FOR YOU

Maximum Benefit Amount:

Up to \$5,000

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

#### SEATBELT(S) AND AIR BAG BENEFIT FOR YOU

Benefit Amount:

Seatbelt(s): 10% of the Full Amount of your accidental death and

dismemberment insurance benefit.

Air Bag: 5% of the Full Amount of your accidental death and

dismemberment insurance benefit.

Maximum Benefit Payment:

Seatbelt(s): \$25,000

Air bag: \$5,000

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

#### **EDUCATION BENEFIT**

#### Each Qualified Child

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

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

Maximum Benefit Payments:

4 per lifetime

Maximum Benefit Amount:

\$24,000

Maximum Benefit Period:

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

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

#### **COMMON CARRIER BENEFIT**

Maximum Benefit: The Full Amount

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

#### EXPOSURE AND DISAPPEARANCE BENEFIT FOR YOU

Maximum Benefit Amount: The Full Amount

#### 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.

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

#### **OTHER FEATURES:**

Portability

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

The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section. 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 your disability, written notice and proof of claim must be sent no later than 90 days after the end of the elimination period.

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

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

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

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

### HOW DO YOU FILE A CLAIM FOR 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 your expense, must show:

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

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

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

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

### WHEN CAN UNUM REQUEST AN AUTOPSY?

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

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

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

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

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

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

- spouse;
- 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.

#### HOW WILL UNUM MAKE PAYMENTS?

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

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

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

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

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

All other benefits will be paid to you.

#### WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?

Unum has the right to recover any overpayments due to:

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

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

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

# WHAT ARE YOUR ASSIGNABILITY RIGHTS FOR THE DEATH BENEFITS UNDER YOUR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFITS? (Assignability Rights)

The rights provided to you by the plan(s) for accidental death insurance benefits are owned by you, unless:

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

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

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

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

### **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?

Your Employer pays 100% of the cost of your coverage. You will be covered at 12:01 a.m. on the date you are eligible for 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 or temporary 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 military **leave of absence**, and if premium is paid, you will be covered for up to duration of leave following the date your military leave of absence begins.

If you are on any other leave of absence, and if premium is paid, you will be covered for up to employer defined following the date your leave of absence begins.

### WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?

Once your coverage begins, any increased or additional coverage due to a change in your annual earnings or due to a plan change requested by your Employer will take effect immediately or on the date Unum approves your evidence of insurability form, if evidence of insurability is required. You must be in active employment or on a covered 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 covered 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 civil union partner as established under Colorado law;
- your partner in a civil union, registered domestic partnership or substantially similar legal relationship created in another jurisdiction; or
- your unregistered domestic partner. Your unregistered domestic partner is the person named in your signed declaration of domestic partnership approved and recorded by your Employer.
- Your unmarried children from live birth but less than age 19. Stillborn children are not eligible for coverage.

- Your unmarried dependent children age 19 or over but under age 26 also are eligible.
- Your unmarried **handicapped** dependent children age 26 or over who became handicapped prior to the child's attainment of age 26.

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

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

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

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

#### WHEN DOES YOUR DEPENDENT COVERAGE BEGIN?

You and your Employer share the cost of your dependent coverage under a plan. 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 insurance on or before that date;
- the date you apply for dependent insurance, if you apply within 31 days after your dependents' eligibility date; or
- the date Unum approves your dependent's evidence of insurability form, if evidence of insurability is required.

Evidence of insurability is required if:

- your dependents are late applicants, which means you apply for dependent coverage more than 31 days after the date your dependents are eligible for coverage; or
- you voluntarily cancelled your dependent coverage and are reapplying; or
- you declined your dependent coverage and now are applying.

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

# 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, if evidence of insurability is required, provided your dependent is not totally disabled. You must be in active employment or on a covered leave of absence.

If you are not in active employment due to injury or sickness, any increased or additional 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 covered 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;
- for a civil union, registered domestic partnership or similar legal relationship, the date of dissolution;
- 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 HANDICAPPED CHILD INSURED UNDER THE PLAN WHO IS AGE 26 OR OVER?

Coverage will continue for a child age 26 or over who is handicapped, provided:

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

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

#### WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

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

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

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

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

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

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

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

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

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

Your elimination period is 180 days.

### WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER BEGIN?

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?

The life insurance premium waiver will automatically end if:

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

#### HOW DOES UNUM DEFINE DISABILITY?

You are disabled when Unum determines that:

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

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

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

We may require you to be examined by a physician, other medical practitioner or vocational expert of our choice. Unum will pay for this examination. We can require

an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Unum Representative.

### APPLYING FOR LIFE INSURANCE PREMIUM WAIVER

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

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

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

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

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

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

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

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

When coverage ends under the plan, you and your 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

# 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 75% of your or your dependent's life insurance amount. However, the one-time benefit paid will not be greater than \$500,000.

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 unless you qualify to have your life premium waived.

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

Benefits paid may be taxable. Unum is not responsible for any tax or other effects of any benefit paid. As with all tax matters, you or your 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 IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES GROUP INSURANCE CARRIERS TO UNUM? (CONTINUITY OF COVERAGE)

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

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

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

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

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

Coverage for you and your dependent(s) are subject to payment of required premium and all other terms of this Summary of Benefits, except that the portable insurance coverage terms of this Summary of Benefits will not apply to coverage provided under this provision.

# 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.

### 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.

Renefit Amounts

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

Covered Losses

Life	The Full Amount
Both Hands or Both Feet or Sight of Both Eyes	The Full Amount
One Hand and One Foot	The Full Amount
One Hand and Sight of One Eye	The Full Amount
One Foot and Sight of One Eye	The Full Amount
Speech and Hearing	The Full Amount
Quadriplegia	The Full Amount
Triplegia	Three Quarters The Full Amount

Paraplegia Three Quarters The Full Amount

One Hand or One

Foot One Half The Full Amount

Sight of One Eye One Half The Full Amount

Speech or Hearing One Half The Full Amount

Hemiplegia One Half The Full Amount

Thumb and Index

Finger of Same Hand One Quarter The Full Amount

Uniplegia One Quarter The Full Amount

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

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

### WHAT ARE YOUR ANNUAL EARNINGS?

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

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

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

### WHAT REPATRIATION BENEFIT WILL UNUM PROVIDE?

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

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

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

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

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

# For Seatbelt(s):

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

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

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

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

# For Air Bag:

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

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

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

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

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

# WHAT EDUCATION BENEFIT WILL UNUM PROVIDE FOR YOUR QUALIFIED CHILDREN?

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

- vou lose vour life:
  - as a result of an accidental bodily injury; and
  - within 365 days after the date of the accident causing the accidental bodily injury:
- the accident causing your accidental bodily injury occurred while you were insured under the plan;
- proof is furnished to Unum that the child is a qualified child; and

- the qualified child continues to be enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level.

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

# WHEN WILL THE EDUCATION BENEFIT END FOR EACH QUALIFIED CHILD?

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

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

# WHAT COVERAGE FOR EXPOSURE AND DISAPPEARANCE BENEFIT WILL UNUM PROVIDE?

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

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

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

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

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

# WHAT COMMON CARRIER BENEFIT WILL UNUM PROVIDE?

Unum will pay an additional benefit if you die from an accidental bodily injury received in an accident which is not an **occupational injury** and occurs while you are riding as a passenger in a common public passenger carrier.

The maximum benefit amount is shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "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 ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?

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

- suicide, self destruction while sane, intentionally self-inflicted injury while sane, or self-inflicted injury while sane, or self-inflicted injury while insane.
- active participation in a riot.
- an attempt to commit or commission of a crime.
- the use of any prescription or non-prescription drug, poison, fume, or other chemical substance unless used according to the prescription or direction of your physician. This exclusion will not apply to you if the chemical substance is ethanol.
- disease of the body or diagnostic, medical or surgical treatment or mental disorder as set forth in the latest edition of the Diagnostic and Statistical Manual of Mental Disorders.
- being intoxicated.
- 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 IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES GROUP INSURANCE CARRIERS TO UNUM? (CONTINUITY OF COVERAGE)

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

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

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

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

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

Coverage for you is subject to payment of required premium and all other terms of this Summary of Benefits, except that the portable insurance coverage terms of this Summary of Benefits will not apply to coverage provided under this provision.

# 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 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.

# 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 the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates).

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

### PREMIUM RATE CHANGES FOR PORTABLE COVERAGE

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

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

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

## **GLOSSARY**

**ACCIDENTAL BODILY INJURY** means bodily harm caused solely by external, violent and accidental means 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.

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

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

**EMPLOYER** means the Employer/Applicant named in the Application For Participation in the Select Group Insurance Trust, on the first page of the Summary of Benefits and in

all amendments. It includes any division, subsidiary or affiliated company named in the Summary of Benefits.

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

**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.

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

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

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

### **INJURY** means:

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

**INSURED** means any person covered under a plan.

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

**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 leave of absence.

**LIFE THREATENING CONDITION** *i*s 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 HEARING means the total and irrecoverable loss of hearing in both ears.

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

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

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

**OCCUPATIONAL INJURY** means an injury that was caused by or aggravated by any employment for pay or profit or otherwise occurring within the course of employment.

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

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

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

#### **REGULAR CARE** means:

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

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

#### SICKNESS means:

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

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

Your dependent spouse:

- 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;
- is receiving or is entitled to receive any disability income from any source due to any sickness or injury;
- is receiving chemotherapy, radiation therapy or dialysis treatment;
- is confined at home under the care of a physician for a sickness or injury; or
- has a life threatening condition.

Your dependent children:

- are confined in a hospital or similar institution:
- are receiving chemotherapy, radiation therapy or dialysis treatment; or
- are confined at home under the care of a physician for a sickness or injury.

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.

**UNIPLEGIA** means total and irreversible paralysis of one limb.

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

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

**YOU** means an employee who is eligible for Unum coverage.

# THE FOLLOWING NOTICES AND CHANGES TO YOUR COVERAGE ARE REQUIRED BY THE STATE OF WASHINGTON. PLEASE READ CAREFULLY.

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

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

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

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

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

# For residents of Washington

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

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

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

The WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN? provision in the Life Insurance Benefit Information section is amended to remove any exclusion for death caused by suicide.

# **Additional Claim and Appeal Information**

#### APPLICABILITY OF ERISA

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

### **HOW TO FILE A CLAIM**

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

### **CLAIMS PROCEDURES**

# <u>If a claim is based on death, a covered loss not based on disability or for the Education Benefit</u>

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

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

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

# If a claim is based on your disability

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

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

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

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

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

### **APPEAL PROCEDURES**

# If an appeal is based on death, a covered loss not based on disability or for the Education Benefit

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

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

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

extension will specifically describe the necessary information and the date by which you need to provide it to us. The 60-day extension of the appeal review period will begin after you have provided that information.

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

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

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

# If an appeal is based on your disability

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

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

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

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

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

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

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

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

# NOTICE OF PROTECTION PROVIDED BY LIFE AND HEALTH INSURANCE PROTECTION ASSOCIATION

This notice provides a **brief summary** of the Life and Health Insurance Protection Association ("the Association") and the protection it provides for policyholders. This safety net was created under Colorado law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Colorado law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**NOTE:** Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements under Colorado law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at <a href="mailto:colorado.lhiga.com">colorado.lhiga.com</a>, email jkelldorf@gmail.com or contact:

Colorado Life and Health Insurance
Protection Association
P. O. Box 36009
Denver, Colorado 80236
(303) 292-5022

Colorado Division of Insurance
Colorado Division of Insurance
1650 Broadway, Suite 850
Denver, Colorado 80202
(303) 894-7499

Insurance companies and agents are not allowed by Colorado law to use the existence of the Association or its coverage to 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 Colorado law, then Colorado law will control.

### AMENDMENT NO. 1

This amendment forms	a part of Group	Identification	No.	415845 001	issued	to the
Employer/Applicant:						

City of Grand Junction

The entire Summary of Benefits is replaced by the Summary of Benefits attached to this amendment.

The effective date of these changes is January 1, 2014. The changes only apply to deaths and covered losses that occur and disabilities which start on or after the effective date.

The Summary of Benefits' terms and provisions will apply other than as stated in this amendment.

Dated at Portland, Maine on October 17, 2014.

Unum Life Insurance Company of America

Secretary

If this amendment is unacceptable, please sign below and return this amendment to Unum Life Insurance Company of America at Portland, Maine within 90 days of October 17, 2014.

YOUR FAILURE TO SIGN AND RETURN THIS AMENDMENT BY THAT DATE WILL CONSTITUTE ACCEPTANCE OF THIS AMENDMENT.

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Sia	nature an	d Title o	f Officer	

City of Grand Junction



# GROUP INSURANCE SUMMARY OF BENEFITS NON-PARTICIPATING

**IDENTIFICATION NUMBER:** 41

415845 001

**EFFECTIVE DATE OF** 

COVERAGE:

January 1, 2014

ANNIVERSARY DATE:

January 1

**GOVERNING JURISDICTION:** 

Maine

Unum Life Insurance Company of America insures the lives of

**City of Grand Junction** 

under the Select Group Insurance Trust Policy No. 292000

Unum Life Insurance Company of America (referred to as Unum) will provide benefits under this Summary of Benefits. Unum makes this promise subject to all of this Summary of Benefits' provisions.

The Employer should read this Summary of Benefits carefully and contact Unum promptly with any questions. This 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.

Signed for Unum at Portland, Maine on the Effective Date of Coverage.

President

Secretary

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:** January 1, 2014

**IDENTIFICATION** 

**NUMBER:** 415845 001

#### **ELIGIBLE GROUP(S):**

#### Group 1

All Regular Full-Time Council Approved Employees of the Employer working in the United States with the Employer

#### Group 2

An Employee who retired under the Employer's Retirement program on or before May 1, 1991 (Closed Group)

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
- the "life insurance premium waiver" provision will not apply

#### MINIMUM HOURS REQUIREMENT:

#### Sworn Fire Employees

Employees must be working at least 56 hours per week.

#### All Employees not eligible in another group

Employees must be working at least 40 hours per week.

#### **WAITING PERIOD:**

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

For employees in an eligible group on or before January 1, 2014: First of the month coincident with or next following 5 months of continuous active employment

For employees entering an eligible group after January 1, 2014: First of the month coincident with or next following 5 months of continuous active employment

#### REHIRE:

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

If your employment ends and you are rehired within 30 days, 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:

Your Employer pays the cost of your coverage.

#### For Your Dependents:

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

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

#### **ELIMINATION PERIOD:**

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

Premium Waiver: 180 days

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

#### LIFE INSURANCE BENEFIT:

#### AMOUNT OF LIFE INSURANCE FOR YOU

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

1 x annual earnings

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

# An Employee who retired under the Employer's Retirement program on or before May 1, 1991 (Closed Group)

\$2,000

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

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

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

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

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

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

- 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 but before age 75.

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

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

- 35% of the amount of life insurance you had prior to your first reduction; or
- 35% of the amount of life insurance shown above if you become insured on or after age 75.

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

MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOU:

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

\$150,000

#### AMOUNT OF LIFE INSURANCE FOR YOUR DEPENDENTS

Spouse:

All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

\$5,000

Children:

All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

Live birth to 14 days: \$2,000 14 days to 6 months: \$2,000 6 months to age 26: \$2,000

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

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

#### **OTHER FEATURES:**

All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

Accelerated Benefit

Conversion

Continuity of Coverage

Portability

An Employee who retired under the Employer's Retirement program on or before May 1, 1991 (Closed Group)

Accelerated Benefit

Conversion

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.

**EMPLOYER'S ORIGINAL PLAN** 

**EFFECTIVE DATE:** January 1, 2014

**IDENTIFICATION** 

NUMBER: 415845 001

#### **ELIGIBLE GROUP(S):**

All Regular Full-Time Council Approved Employees of the Employer in active employment in the United States with the Employer

#### MINIMUM HOURS REQUIREMENT:

### **Sworn Fire Employees**

Employees must be working at least 56 hours per week.

#### All Employees not eligible in another group

Employees must be working at least 40 hours per week.

#### **WAITING PERIOD:**

For employees in an eligible group on or before January 1, 2014: First of the month coincident with or next following 5 months of continuous active employment

For employees entering an eligible group after January 1, 2014: First of the month coincident with or next following 5 months of continuous active employment

#### REHIRE:

If your employment ends and you are rehired within 30 days, 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:

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)

1 x annual earnings plus \$50,000

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

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

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

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

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

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

- 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 but before age 75.

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

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

- 35% of the amount of AD&D insurance you had prior to your first reduction; or
- 35% of the amount of AD&D insurance shown above if you become insured on or after age 75.

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

MAXIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU:

\$200,000

#### REPATRIATION BENEFIT FOR YOU

Maximum Benefit Amount:

Up to \$5,000

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

#### SEATBELT(S) AND AIR BAG BENEFIT FOR YOU

Benefit Amount:

Seatbelt(s): 10% of the Full Amount of your accidental death and

dismemberment insurance benefit.

Air Bag: 5% of the Full Amount of your accidental death and

dismemberment insurance benefit.

Maximum Benefit Payment:

Seatbelt(s): \$25,000

Air bag: \$5,000

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

#### **EDUCATION BENEFIT**

#### Each Qualified Child

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

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

Maximum Benefit Payments:

4 per lifetime

Maximum Benefit Amount:

\$24,000

Maximum Benefit Period:

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

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

#### **COMMON CARRIER BENEFIT**

Maximum Benefit: The Full Amount

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

#### **EXPOSURE AND DISAPPEARANCE BENEFIT FOR YOU**

Maximum Benefit Amount: The Full Amount

#### 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.

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

#### **OTHER FEATURES:**

Portability

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

The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section. 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 your disability, written notice and proof of claim must be sent no later than 90 days after the end of the elimination period.

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

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

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

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

### HOW DO YOU FILE A CLAIM FOR 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 your expense, must show:

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

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

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

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

# WHEN CAN UNUM REQUEST AN AUTOPSY?

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

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

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

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

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

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

- spouse;
- 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.

#### HOW WILL UNUM MAKE PAYMENTS?

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

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

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

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

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

All other benefits will be paid to you.

### WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?

Unum has the right to recover any overpayments due to:

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

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

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

# WHAT ARE YOUR ASSIGNABILITY RIGHTS FOR THE DEATH BENEFITS UNDER YOUR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFITS? (Assignability Rights)

The rights provided to you by the plan(s) for accidental death insurance benefits are owned by you, unless:

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

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

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

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

### **EMPLOYER PROVISIONS**

#### WHAT DOES THIS SUMMARY OF BENEFITS CONSIST OF FOR THE EMPLOYER?

This Summary of Benefits consists of:

- all Summary of Benefits' provisions and any amendments and/or attachments issued;
- the Employer's Participation Agreement;
- each employee's application for insurance (employee retains his own copy); and
- the certificate of coverage issued for each employee of the Employer.

This Summary of Benefits may be changed in whole or in part. Only an officer or a registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to this Summary of Benefits. No other person, including an agent, may change this Summary of Benefits or waive any part of it.

### WHAT IS THE COST OF THIS INSURANCE?

### LIFE INSURANCE

Premium payments are *required* for an insured while he or she is disabled under this plan.

The initial premium for each **plan** is based on the initial rate(s) shown in the Rate Information Amendment(s).

### PREMIUM WAIVER

## All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

Unum does not require premium payments for an insured employee's life coverage if he or she is under age 60 and disabled for 180 days. Proof of disability, provided at the insured employee's expense, must be filed by the insured employee and approved by Unum.

### INITIAL RATE GUARANTEE AND RATE CHANGES

Refer to the Rate Information Amendment(s).

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The initial premium for each **plan** is based on the initial rate(s) shown in the Rate Information Amendment(s).

### INITIAL RATE GUARANTEE AND RATE CHANGES

Refer to the Rate Information Amendment(s).

### WHEN IS PREMIUM DUE FOR THIS SUMMARY OF BENEFITS?

Premium Due Dates: Premium due dates are based on the Premium Due Dates shown in the Rate Information Amendment(s).

The **Employer** must send all premiums to Unum on or before their respective due date. The premium must be paid in United States dollars.

#### WHEN ARE INCREASES OR DECREASES IN PREMIUM DUE?

Premium increases or decreases which take effect during an insurance month are adjusted and due on the next premium due date following the change. Changes will not be pro-rated daily.

If premiums are paid on other than a monthly basis, premiums for increases and decreases will result in a monthly pro-rated adjustment on the next premium due date.

Unum will only adjust premium for the current plan year and the prior plan year. In the case of fraud, premium adjustments will be made for all plan years.

### WHAT INFORMATION DOES UNUM REQUIRE FROM THE EMPLOYER?

The Employer must provide Unum with the following on a regular basis:

- information about employees:
  - who are eligible to become insured;
  - whose amounts of coverage change; and/or
  - whose coverage ends;
- occupational information and any other information that may be required to manage a claim; and
- any other information that may be reasonably required.

Employer records that, in Unum's opinion, have a bearing on this Summary of Benefits will be available for review by Unum at any reasonable time.

Clerical error or omission by Unum will not:

- prevent an employee from receiving coverage;
- affect the amount of an insured's coverage; or
- cause an employee's coverage to begin or continue when the coverage would not otherwise be effective.

### WHO CAN CANCEL OR MODIFY THIS SUMMARY OF BENEFITS OR A PLAN UNDER THIS SUMMARY OF BENEFITS?

This Summary of Benefits or a plan under this Summary of Benefits can be cancelled:

- by Unum; or
- by the Employer.

Unum may cancel or modify this 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 plan; 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 this Summary of Benefits; or
- fewer than 10 employees are insured under a plan; or
- the premium is not paid in accordance with the provisions of this 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 premium within the 45 day grace period.

If Unum cancels or modifies this 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 this 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 this 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 this 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, this Summary of Benefits or a plan can be cancelled on an earlier date. If Unum or the Employer cancels this Summary of Benefits or a plan, coverage will end at 12:00 midnight on the last day of coverage.

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

# WHAT HAPPENS TO AN EMPLOYEE'S COVERAGE UNDER THIS SUMMARY OF BENEFITS WHILE HE OR SHE IS ON A FAMILY AND MEDICAL LEAVE OF ABSENCE?

We will continue the employee's coverage in accordance with the Employer's Human Resource policy on family and medical leaves of absence if premium payments continue and the Employer approved the employee's leave in writing.

Coverage will be continued until the end of the latest of:

- the leave period required by the federal Family and Medical Leave Act of 1993, and any amendments; or
- the leave period required by applicable state law; or
- the leave period provided to the employee for injury or sickness.

If the Employer's Human Resource policy doesn't provide for continuation of a plan for an employee during a family and medical leave of absence, the employee's coverage will be reinstated when he or she returns to active employment.

We will not:

- apply a new waiting period; or
- require evidence of insurability.

### DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES INCLUDE:

FOR LIFE INSURANCE:

NAME/LOCATION (CITY AND STATE)

None

FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:

NAME/LOCATION (CITY AND STATE)

None

### **CERTIFICATE SECTION**

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.

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

### **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?

### All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

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.

# An Employee who retired under the Employer's Retirement program on or before May 1, 1991 (Closed Group)

The date you are eligible for coverage is the plan effective date.

### WHEN DOES YOUR COVERAGE BEGIN?

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

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

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

If you are absent from work due to injury, sickness or temporary 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?

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

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?

## All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

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

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

If you are on any other leave of absence, and if premium is paid, you will be covered for up to employer defined following the date your leave of absence begins.

### WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?

### All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

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 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?

### All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

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 last day you are in active employment unless continued due to a covered 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 Summary of Benefits or plan.

# An Employee who retired under the Employer's Retirement program on or before May 1, 1991 (Closed Group)

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; or
- the last day of the period for which any required contributions are made.

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 civil union partner as established under Colorado law;
- your partner in a civil union, registered domestic partnership or substantially similar legal relationship created in another jurisdiction; or
- your unregistered domestic partner. Your unregistered domestic partner is the person named in your signed declaration of domestic partnership approved and recorded by your Employer.
- Your unmarried children from live birth but less than age 19. Stillborn children are not eligible for coverage.
- Your unmarried dependent children age 19 or over but under age 26 also are eligible.
- Your unmarried **handicapped** dependent children age 26 or over who became handicapped prior to the child's attainment of age 26.

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

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

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

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

### WHEN DOES YOUR DEPENDENT COVERAGE BEGIN?

You and your Employer share the cost of your dependent coverage under a plan. 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 insurance on or before that date;
- the date you apply for dependent insurance, if you apply within 31 days after your dependents' eligibility date; or
- the date Unum approves your dependent's evidence of insurability form, if evidence of insurability is required.

Evidence of insurability is required if:

- your dependents are late applicants, which means you apply for dependent coverage more than 31 days after the date your dependents are eligible for coverage; or
- you voluntarily cancelled your dependent coverage and are reapplying; or
- you declined your dependent coverage and now are applying.

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

### 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, if evidence of insurability is required, provided your dependent is not totally disabled. You must be in active employment or on a covered leave of absence.

If you are not in active employment due to injury or sickness, any increased or additional 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 covered leave of absence or due to an injury or sickness or due to retirement, 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;
- for a civil union, registered domestic partnership or similar legal relationship, the date of dissolution;
- 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 HANDICAPPED CHILD INSURED UNDER THE PLAN WHO IS AGE 26 OR OVER?

Coverage will continue for a child age 26 or over who is handicapped, provided:

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

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

#### WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

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

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

Unum considers any statements you 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?

### All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

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

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

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

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

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

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

All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

You must be disabled through your elimination period.

Your elimination period is 180 days.

### WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER BEGIN?

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

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 Full-Time Council Approved Employees of the Employer working in the United States with the Employer

The life insurance premium waiver will automatically end if:

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

### **HOW DOES UNUM DEFINE DISABILITY?**

# All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

You are disabled when Unum determines that:

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

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

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

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

### APPLYING FOR LIFE INSURANCE PREMIUM WAIVER

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

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

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

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

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

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

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

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

When coverage ends under the plan, you and your 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

### 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 75% of your or your dependent's life insurance amount. However, the one-time benefit paid will not be greater than \$500,000.

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 unless you qualify to have your life premium waived.

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 would be continued under a disability continuation provision or that may be available under the conversion privilege will be reduced by the amount of the Accelerated Benefit paid. The remaining life

insurance amount will be paid according to the terms of the Summary of Benefits subject to any reduction and termination provisions.

Benefits paid may be taxable. Unum is not responsible for any tax or other effects of any benefit paid. As with all tax matters, you or your 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 IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES GROUP INSURANCE CARRIERS TO UNUM? (CONTINUITY OF COVERAGE)

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

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

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

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

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

Coverage for you and your dependent(s) are subject to payment of required premium and all other terms of this Summary of Benefits, except that the portable insurance coverage terms of this Summary of Benefits will not apply to coverage provided under this provision.

# 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.

### 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.

Paraplegia Three Quarters The Full Amount

One Hand or One

Foot One Half The Full Amount

Sight of One Eye One Half The Full Amount

Speech or Hearing One Half The Full Amount

Hemiplegia One Half The Full Amount

Thumb and Index

Finger of Same Hand One Quarter The Full Amount

Uniplegia One Quarter The Full Amount

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

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

### WHAT ARE YOUR ANNUAL EARNINGS?

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

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

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

### WHAT REPATRIATION BENEFIT WILL UNUM PROVIDE?

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

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

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

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

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

### For Seatbelt(s):

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

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

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

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

### For Air Bag:

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

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

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

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

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

### WHAT EDUCATION BENEFIT WILL UNUM PROVIDE FOR YOUR QUALIFIED CHILDREN?

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

- vou lose vour life:
  - as a result of an accidental bodily injury; and
  - within 365 days after the date of the accident causing the accidental bodily injury;
- the accident causing your accidental bodily injury occurred while you were insured under the plan;
- proof is furnished to Unum that the child is a qualified child; and

- the qualified child continues to be enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level.

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

### WHEN WILL THE EDUCATION BENEFIT END FOR EACH QUALIFIED CHILD?

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

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

### WHAT COVERAGE FOR EXPOSURE AND DISAPPEARANCE BENEFIT WILL UNUM PROVIDE?

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

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

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

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

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

### WHAT COMMON CARRIER BENEFIT WILL UNUM PROVIDE?

Unum will pay an additional benefit if you die from an accidental bodily injury received in an accident which is not an **occupational injury** and occurs while you are riding as a passenger in a common public passenger carrier.

The maximum benefit amount is shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "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 ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?

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

- suicide, self destruction while sane, intentionally self-inflicted injury while sane, or self-inflicted injury while sane, or self-inflicted injury while insane.
- active participation in a riot.
- an attempt to commit or commission of a crime.
- the use of any prescription or non-prescription drug, poison, fume, or other chemical substance unless used according to the prescription or direction of your physician. This exclusion will not apply to you if the chemical substance is ethanol.
- disease of the body or diagnostic, medical or surgical treatment or mental disorder as set forth in the latest edition of the Diagnostic and Statistical Manual of Mental Disorders.
- being intoxicated.
- 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 IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES GROUP INSURANCE CARRIERS TO UNUM? (CONTINUITY OF COVERAGE)

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

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

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

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

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

Coverage for you is subject to payment of required premium and all other terms of this Summary of Benefits, except that the portable insurance coverage terms of this Summary of Benefits will not apply to coverage provided under this provision.

# 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 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.

### 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 the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates).

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

### PREMIUM RATE CHANGES FOR PORTABLE COVERAGE

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

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

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

### **GLOSSARY**

**ACCIDENTAL BODILY INJURY** means bodily harm caused solely by external, violent and accidental means and not contributed to by any other cause.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT** means the total benefit amount for which an employee is insured under this plan subject to the maximum benefit.

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

Your work site must be:

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

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

#### **ACTIVITIES OF DAILY LIVING means:**

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

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

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

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

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

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

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

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

**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.

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

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

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

#### **INJURY** means:

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

**INSURED** means any person covered under a plan.

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

**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 leave of absence.

**LIFE INSURANCE BENEFIT** means the total benefit amount for which an individual is insured under this plan subject to the maximum benefit.

**LIFE THREATENING CONDITION** *i*s 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 HEARING** means the total and irrecoverable loss of hearing in both ears.

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

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

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

**OCCUPATIONAL INJURY** means an injury that was caused by or aggravated by any employment for pay or profit or otherwise occurring within the course of employment.

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

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

Children include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on you for main

support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement in your home.

#### **REGULAR CARE** means:

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

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

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

#### SICKNESS means:

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

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

Your dependent spouse:

- 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;
- is receiving or is entitled to receive any disability income from any source due to any sickness or injury;
- is receiving chemotherapy, radiation therapy or dialysis treatment;
- is confined at home under the care of a physician for a sickness or injury; or
- has a life threatening condition.

Your dependent children:

- are confined in a hospital or similar institution;
- are receiving chemotherapy, radiation therapy or dialysis treatment; or
- are confined at home under the care of a physician for a sickness or injury.

**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.

**UNIPLEGIA** means total and irreversible paralysis of one limb.

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

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

**YOU** means an employee who is eligible for Unum coverage.

# THE FOLLOWING NOTICES AND CHANGES TO YOUR COVERAGE ARE REQUIRED BY THE STATE OF WASHINGTON. PLEASE READ CAREFULLY.

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

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

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

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

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

#### For residents of Washington

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

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

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

The WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN? provision in the Life Insurance Benefit Information section is amended to remove any exclusion for death caused by suicide.

#### **Additional Claim and Appeal Information**

#### APPLICABILITY OF ERISA

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

#### **HOW TO FILE A CLAIM**

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

#### **CLAIMS PROCEDURES**

# If a claim is based on death, a covered loss not based on disability or for the Education Benefit

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

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

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

#### If a claim is based on your disability

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

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

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

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

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

#### APPEAL PROCEDURES

# If an appeal is based on death, a covered loss not based on disability or for the Education Benefit

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

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

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

extension will specifically describe the necessary information and the date by which you need to provide it to us. The 60-day extension of the appeal review period will begin after you have provided that information.

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

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

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

#### If an appeal is based on your disability

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

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

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

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

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

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

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

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

## **Unum's Commitment to Privacy**

Unum understands your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of nonpublic personal information (NPI). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

#### **Collecting Information**

We collect NPI about our customers to provide them with insurance products and services. This may include telephone number, address, date of birth, occupation, income and health history. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations, and service providers.

#### **Sharing Information**

We share the types of NPI described above primarily with people who perform insurance, business, and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization. The organization may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes. We may share NPI with parties to a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. When legally necessary, we ask your permission before sharing NPI about you. Our practices apply to our former, current and future customers.

Please be assured we do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services. For example, we do not sell your name to catalog companies.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. When required by law, we ask your permission before we share NPI for marketing purposes.

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

#### Safeguarding Information

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

#### **Access to Information**

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

#### **Correction of Information**

If you believe NPI we have about you is incorrect, please write to us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two years.

#### **Coverage Decisions**

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI.

#### Contacting Us

For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit <a href="www.unum.com/privacy">www.coloniallife.com</a> or write to: Privacy Officer, Unum, 2211 Congress Street, C476, Portland, Maine 04122. We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident Insurance Company, The Paul Revere Life Insurance Company and The Paul Revere Variable Annuity Insurance Company.

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

MK-1883 (2-11)

# NOTICE OF PROTECTION PROVIDED BY LIFE AND HEALTH INSURANCE PROTECTION ASSOCIATION

This notice provides a **brief summary** of the Life and Health Insurance Protection Association ("the Association") and the protection it provides for policyholders. This safety net was created under Colorado law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Colorado law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**NOTE:** Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements under Colorado law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at <a href="mailto:colorado.lhiga.com">colorado.lhiga.com</a>, email jkelldorf@gmail.com or contact:

Colorado Life and Health Insurance
Protection Association
P. O. Box 36009
Denver, Colorado 80236
(303) 292-5022

Colorado Division of Insurance
Colorado Division of Insurance
1650 Broadway, Suite 850
Denver, Colorado 80202
(303) 894-7499

Insurance companies and agents are not allowed by Colorado law to use the existence of the Association or its coverage to 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 Colorado law, then Colorado law will control.

#### RATE INFORMATION AMENDMENT

This amendment forms a part of Group Identification No. 415845 001 issued to the Employer/Applicant:

City of Grand Junction

#### WHAT IS THE COST OF THIS INSURANCE?

The initial premium for each **plan** is based on the initial rate(s) shown below.

### LIFE INSURANCE

#### **INITIAL RATE**

Premium payments are *required* for an insured while he or she is disabled under this plan.

#### **Employee:**

All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

Monthly Rate of: \$ .15 per \$1,000 of life insurance benefit.

#### **Retired Employees:**

An Employee who retired under the Employer's Retirement program on or before May 1, 1991 (Closed Group)

Monthly Rate of: \$ 3.50 per \$1,000 of life insurance benefit.

#### **Dependent:**

All Full-Time Council Approved Employees of the Employer working in the United States with the Employer

Per Dependent Unit: Monthly Rate of: \$ 1.60 per Employee.

#### RATE GUARANTEE AND RATE CHANGES

A change in premium rate will not take effect before January 1, 2017. However, Unum may change premium rates at any time for reasons which affect the risk assumed, including those reasons shown below:

- a change occurs in this plan design;
- a division, subsidiary, or affiliated company is added or deleted;
- the number of insureds changes by 25% or more; or
- a new law or a change in any existing law is enacted which applies to this plan.

Unum will notify the Employer in writing at least 31 days before a premium rate is changed. A change may take effect on an earlier date when both Unum and the Employer agree.

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### **INITIAL RATE**

#### **Employee:**

Monthly Rate of: \$ .03 per \$1,000 of accidental death and dismemberment insurance benefit.

#### RATE GUARANTEE AND RATE CHANGES

A change in premium rate will not take effect before January 1, 2017. However, Unum may change premium rates at any time for reasons which affect the risk assumed, including those reasons shown below:

- a change occurs in this plan design;
- a division, subsidiary, or affiliated company is added or deleted;
- the number of insureds changes by 25% or more; or
- a new law or a change in any existing law is enacted which applies to this plan.

Unum will notify the Employer in writing at least 31 days before a premium rate is changed. A change may take effect on an earlier date when both Unum and the Employer agree.

#### WHEN IS PREMIUM DUE FOR THIS SUMMARY OF BENEFITS?

Premium Due Dates: January 1, 2014 and the first day of each calendar month thereafter.

The **Employer** must send all premiums to Unum on or before their respective due date. The premium must be paid in United States dollars.

The effective date of this amendment is January 1, 2014.

Dated at Portland, Maine on February 11, 2014.





# Request for Proposal RFP-3733-13-NJ

# **Employee Life, AD&D and Disability Insurance**

## **RESPONSES DUE:**

September 10, 2013 Prior to 3:30 P.M. Local

<u>Accepting Electronic Responses Only</u>

<u>Responses Only Submitted Through the Rocky Mountain E-Purchasing</u>

<u>System</u>

www.rockymountainbidsystem.com

# **PURCHASING REPRESENTATIVE:**

Nicholas C Jones Buyer Nickj@gjcity.org (970)244-1533

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.





# **REQUEST FOR PROPOSAL**

# TABLE OF CONTENTS

## **Section**

- 1.0. Administrative Information and Conditions for Submittal
- 2.0. General Contract Terms and Conditions
- 3.0. Insurance Requirements
- 4.0. Scope of Services
- 5.0. Preparation and Submittal of Proposals
- 6.0. Evaluation Criteria and Factors
- 7.0. Attachments
- 8.0. Exhibits





#### REQUEST FOR PROPOSAL

#### SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

1.1 **Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction (City) on behalf of the City of Grand Junction Human Resources Division. All contact regarding this RFP is directed to:

#### **RFP Questions:**

Nicholas C Jones Nicki@gicity.org

- **1.2 Purpose:** The City of Grand Junction, on behalf of the Human Resources Division is requesting proposals for the Long-term Disability Insurance, Life and Voluntary Life / AD&D Insurance Benefit Programs to be effective at 12:00 A.M. MST January 1, 2014.
- **1.3 The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance: All participating Offerors shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offerors shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- Submission: Please refer to section 5.0 for what is to be included. Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.rockymountainbidsystem.com). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at <a href="http://www.gjcity.org/BidOpenings.aspx">http://www.gjcity.org/BidOpenings.aspx</a> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive.
- **1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 **Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61<sup>st</sup>) day following the





submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.8 Acceptance of Proposal Content: The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- **1.9 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.10 Addenda: All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at <a href="https://www.rockymountainbidsystem.com">www.rockymountainbidsystem.com</a>. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions: All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material: All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Manager. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- **Response Material Ownership**: All proposals become the property of the City of Grand Junction upon receipt and shall only be returned to the proposer at the City's option.





Selection or rejection of the proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section 1.12 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

- **1.14 Minimal Standards for Responsible Prospective Offerors**: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
  - Have adequate financial resources, or the ability to obtain such resources as required
  - Be able to comply with the required or proposed completion schedule
  - Have a satisfactory record of performance
  - Have a satisfactory record of integrity and ethics
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner
  - Be able to pass a background check conducted by the Owner
- 1.15 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.
- 1.16 **Public Opening:** Proposals shall be opened in the City Hall Auditorium immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.
- **1.17 Sales Tax:** City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

#### SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1 Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.





- **2.2** Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by either the City or the County.
- **2.3 Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City/Mesa County.
- **2.4 Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- **2.5 Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- **2.6 Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.7 Contract: This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City of Grand Junction/Mesa County, shall constitute a contract equally binding between the Owner and Contractor. Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the Owner and selected Offeror shall be submitted in written form and made part of any resulting contract. No different or additional terms shall become a part of this Contract with the exception of an Amendment.

A sample Contract Document can be found on the City's website, <a href="http://www.gjcity.org/Purchasing Information.aspx">http://www.gjcity.org/Purchasing Information.aspx</a> and scroll to the bottom of the page. Click on "Contract Documents".

- **2.8 Project Manager/Administrator:** The Project Manager/Administrator, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Contractor. The project manager/administrator shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- **2.9 Contract Termination**: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.





**2.10 Employment Discrimination:** During the performance of any services per agreement with the City/Mesa County, the Contractor, by submitting a Proposal, agrees to the following conditions:

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.11 Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343).
- **2.12 Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- **2.13 Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- **2.14 Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.15 Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.





- 2.16 Indemnification: Contractor shall defend, indemnify and save harmless the City of Grand Junction/Mesa County, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.17 Independent Contractor: The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.18 Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- **2.19 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.20 Patents/Copyrights: The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to a Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- **2.21 Remedies**: The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- **2.22 Venue**: Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City, Mesa County, Colorado.





- 2.23 Public Funds/Non-appropriation: Funds for payment have been provided through the City of Grand Junction/Mesa County budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction/Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.24 Non-collusion: Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other offeror, firm or person to submit a collusive or sham proposals in connection with the contract for which the attached proposal has been submitted. The price or prices quoted in response are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any of its agents, representatives, owners, employees, or parties in interest.
- 2.25 Gratuities: The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.26 Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the City of Grand Junction/Mesa County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the City of Grand Junction/Mesa County. It does not include quantities for any other jurisdiction. The City of Grand Junction/Mesa County will be responsible only for the award for our jurisdictions. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity.

The City of Grand Junction/Mesa County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.





- **2.27 Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.28 OSHA Standards: All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- **2.29 Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- **2.30 Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.31 Default: The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- **2.32 Multiple Offers:** Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.33 Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

#### **SECTION 3.0: INSURANCE REQUIREMENTS**

3.1 Insurance Requirements: The selected Bidder agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.





Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

TWO MILLION DOLLARS (\$2,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

3.2 Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. The Bidder shall be solely responsible for any deductible losses under any policy required above.

#### **SECTION 4.0: SCOPE OF SERVICES**

- 4.1. Background: In keeping with its policy of business-like administration of the public monies entrusted to it, the Owner has decided to consider Request for Proposals (RFP) for the Long-term Disability Insurance, Life and Voluntary Life / AD&D Insurance Benefit Programs. Future references to the "Life" coverage or program should be read to include AD&D, where applicable. The Owner does not utilize Broker Services or Consulting Service that can add up to 8% or more to premium rates. This RFP process is for carrier participation only and should include no commissions and/or additional fees that are not disclosed and highlighted as separate expenses.
- **4.2. License/Qualifications:** The Owner will only accept competitive proposals from insurance companies licensed/authorized to do business in the State of Colorado. The proposing firm must have an A.M. Best rating of A- or better.

#### 4.3. Basic Term Life and AD&D:

**4.3.1.** The Standard Insurance has provided the Group Life/AD&D insurance program for the Owner since February 1, 2001. The Standard Insurance's benefit and claim experience information is presented in the **Exhibits 1, 3, 6, 8, and 9** section of the RFP.





- **4.3.2.** The Owner provides at no cost to full-time employees Basic Term Life and AD&D insurance equal to one times base salary rounded up to the next \$1,000. The maximum amount of \$150,000. AD&D Insurance Benefit is one times annual earnings plus \$50,000 rounded to the next higher multiple of \$1,000. The maximum amount is \$300,000. **See Exhibit 1**
- **4.3.3.** City also makes available to active employees, but not retirees, Voluntary Group Life. **See Exhibit 7**

#### 4.4. Group Long Term Disability (LTD):

- **4.4.1.** The Standard Insurance has provided to the Owner Group Long Term Disability (LTD) insurance program since February 1, 2001. The Standard Insurance benefit and claim experience information is presented in **Exhibits 2, 3, 8, and 9** section of the RFP.
- **4.4.2.** The Owner provides at no cost to active full-time employees LTD insurance equal to 60% of the first \$8,333 or pre-disability earnings reduced by deductible income with a minimum of \$100.
- **4.4.3.** The Owner will consider the following additional service to be provided by the LTD insurance provider:
  - No Additions
- **4.5. Scope of Services**: The Standard Insurance Summary of Benefits is included in **Exhibits 1 and 2** section of the RFP. Proposers are to duplicate current benefits in your responses. The Owner does not desire to change benefits. Please identify and explain any recommended changes.
  - **4.5.1.** Quoted rates are to be based on enclosed census for 645 active employees and 28 retirees (see retiree exhibit). Summary census is in Exhibit section of RFP. Detail census in Excel format will be provided separately.
  - **4.5.2.** All participants currently enrolled in The Standard Insurance program are to be covered on a "no loss/no gain basis". The basis for take-over will be enrollment records maintained by the Owner. There is to be no completion of new enrollment information or requirements for current insureds, as of December 31, 2013.
- 4.6. Special Conditions & Provisions: Offerors shall agree to comply with requirements for Employee Communication Materials and Benefits Fair/Open Enrollment special event. Offeror shall make available to Owner and Owner's employees, standard insurance communication materials (e.g. brochures, posters, forms) designed to increase manager and employee awareness as noted below at the time of initial implementation. Materials will be drop-shipped to Owners corporate headquarters, or an alternative site designated by Owner, for distribution by Owner to employees. All shipping and handling expenses associated with the promotional materials shall be FOB Destination. Additional insurance communication materials shall be provided to the Owner at no additional fee. Any other materials, which the Owner may distribute, shall also be at the Offeror's expense.





General materials included for implementation and annual communications under this Agreement are:

- **4.6.1.** Brochures in a quantity equal to 120% of the number of Eligible Employees for distribution at implementation and then as needed on an annual basis.
- **4.6.2.** Q&A sheets in a quantity equal to 120% of the number of Eligible Employees for distribution at implementation and then as needed on an annual basis.
- **4.6.3.** Manager Updates in a quantity equal to 20% of the number of Eligible Employees for distribution on a quarterly basis.
- **4.6.4.** Two Orientation Videos, which may be duplicated for distribution at implementation.
- **4.6.5.** Posters for display at work sites in a quantity up to 5% of the number of Eligible Employees at implementation and on an annual basis.
- 4.7. Benefits Fair/Open Enrollment: Offeror shall attend at the Offeror's expense, and upon Owner's request, the Annual Benefits Fair/Open Enrollment. The successful winner shall be in attendance at the 2014 event which is scheduled for Wednesday, November 6, 2013. This event is typically scheduled for the 1st Wednesday of November preceding the effective benefit plan year.

#### 4.8. **Anticipated Schedule of Activities:**

Request for Proposals Available

Last Day for Questions

Due Date for Proposals Prior to 3:30 PM

Review and Shortlist for Interviews (If Desired)

Interviews (If Desired)

Selected Firm Notified

Administrative Approval by Owner

August 26, 2013

August 30, 2013 @ 12:00 PM

September 10, 2013

September 11-12, 2013

September 17, 2013

September 18, 2013

October 2, 2013

**Term of Contract**: The initial contract period shall be twenty four (24) months beginning 4.9. 12:00 A.M. MST January 1, 2014 and running continuously through December 31, 2015. The awarded contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the supplier and the Owner, be extended under the terms and conditions of the contract for up to three (3) one (1) year contract periods, contingent upon the applicable appropriation of funds for fiscal year funding. By submitting a response to this RFP, the proposer agrees and understands that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein.

#### SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS





- Submission: Each proposal shall be submitted in electronic format only, and only 5.1. through Mountain E-Purchasing the Rocky website (www.rockymountainbidsystem.com). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at http://www.gjcity.org/BidOpenings.aspx for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requests that proposals be formatted A to E.
- A. Cover Letter: A cover letter shall be provided which succinctly explains the Contractor's interest in the project. The letter shall contain the name/address/phone number/email address of the person who will serve as the principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- **B.** Qualifications/Experience/Credentials: Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction/Mesa County and include prior experience in similar projects.
- C. Completed Questionnaires: Proposer shall complete and submit the attached questionnaires regarding Life / AD&D and LTD Insurance. (Attachments A & B)
- **D.** References: A minimum of three (3) references with their names, addresses, and telephone numbers of current clients for whom your firm currently provides similar services. Municipal or government clients with a similar size employee base are preferred as references, or private companies of similar size may be acceptable if located in Colorado. References of longer standing are preferred over those of shorter duration.
- **E.** Additional Data (optional): Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

#### **SECTION 6.0: EVALUATION CRITERIA AND FACTORS**

**6.1. Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.





- **6.2. Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- **6.3. Intent:** Only respondents who meet the qualification criteria will be considered for selection. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal of evaluations will be done in accordance with the criteria and procedure defined herein. Companies considered for selection will be chosen on the basis of their apparent ability to best meet the overall expectations of the Owner. The Owner reserves the right to reject any and all submittals. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- References
- Fees
- Coverage and Benefits
- **6.4. Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.3. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

End RFP





# **ATTACHMENT A**

## LIFE / AD&D QUESTIONNIARE:

1.	Describe organization submitting proposal.							
	a.	Insurance Company Name:						
	b.	Year Founded (Insurance Company):						
2.	Describe financial stability of Insurance Company.							
	a.	What is current A.M. Best rating for your Company?(Please provide financial size category.)						
	b.	Is Insurance Company authorized to do business in Colorado?	Yes□ No□					
3.	Des	cribe Claim Payment Services:						
	a.	Where will claims be paid?						
	b.	What is normal processing time?						
4.		the actively-at-work provision be waived for the effective date of the contract?	Yes 🗌 No 🗌					
	Con	nment:						
5.	Does quote include conversion privilege?  If Yes, attach complete description.  Yes □ No □							
6.	Does quote include waiver of premium for disability?  If so, attach complete description.  Yes \[ \sum No \[ \]							
7.	Does quote include accelerated death benefit for terminal illness?  Yes \[ \] No \[ \]  If so, attach complete description.							
8.	For what period of time are quoted rates guaranteed?							
9.	Is a longer rate guarantee available? Yes ☐ No ☐							
	If so	o, please describe:						
10	Are	there any variations to the RFP specifications General or Specific instructions?	Yes □ No □					





If yes, attach statement for each variation.

	• ,																	
11.	Rate Quote (Duplicate Current Benefits):																	
	Basic Life Basic AD&D Dependents L		\$0	\$0 Per \$1,000 of Benefit \$0 Per \$1,000 of Benefit \$0 Per Member, Elective														
	Voluntary Life Spouse Life Child Life				Rate varies by age Rate varies by age \$0 Per \$2,000 Increment													
	Long Term Di	isab	ility	0	0 Percent of Insured Earnings													
Vol	Voluntary Life Tables:																	
	oloyee Only:																	
	acco Free Rate														·	_		
	<b>ployee Age</b> (o uary 1st)	n	<30		30-3	4	35-39	9	40-44	Ĺ	45-49	50-54	55-	59	60-64	65-69	70-74	75+
	<b>e</b> (per \$10,000 erage)	of									,							
	acco Use Rate																	
	use Age January 1st)	<3	0	30	-34	35	5-39	40	-44	4	5-49	50-54	55-59	)	60-64	65-69	70-74	75+
	e (per \$5,000 overage)																	
Spo	use Only:																	
	use Age (on uary 1st)		<30		30-3	4	35-3	9	40-44	1	45-49	50-54	55-	59	60-64	65-69	70-74	75+
	<b>e</b> (per \$5,000 ( erage)	of																
Dep	endents Only	:																
You may elect up to \$10,000 in \$2,000 increments of Dependents Life Insurance for your eligible children.																		
You	r cost per mon	th w	ill be \$	\$0			, pe	r \$2	,000,	reç	gardless	of the n	umber	of c	hildren.			
	_ I wish to e	enro	ll in tl	he I	Deper	nde	nts Lif	fe Ir	nsurar	nce	e – Chil	d(ren) P	lan					
ŧ			÷ \$	2,0	00=				x \$.		=	\$_						
am	ount elected)		_		-				(fro	om	chart)	\$ (your r	nonthl	у с	ost)			
	*You must	ente	er an a	ımo	unt or	1 th	is line.											





## **ATTACHMENT B**

## LTD INSURANCE QUESTIONNIARE:

1.	Describe organization submitting proposal.						
	b.	Year Founded (Insurance Company):					
Describe financial stability of Insurance Company:							
	a.	What is current A.M. Best rating for your Company?(Please provide financial size category.)					
	b.	Is Insurance Company authorized to do business in Colorado?	Yes□ No□				
3.	3. Describe Claim Payment Services:						
	a.	Where will claims be paid?					
	b.	What is normal processing time?					
4.	Wil	I the actively-at-work provision be waived for the effective date of the contract?	Yes 🗌 No 🗌				
	Coi	mment:					
5.	Do	es quote include the following benefit provisions:					
	a.	180 day elimination period?	Yes 🗌 No 🗌				
	b.	60% monthly benefit?	Yes 🗌 No 🗌				
	C.	\$6,000 maximum monthly benefit?	Yes 🗌 No 🗌				
	d.	36 month own occupation benefit?	Yes 🗌 No 🗌				
	Co	mment:					
_	_						
6.	For	what period of time are quoted rates guaranteed?					
7.	ls a	a longer rate guarantee available?	Yes ☐ No ☐				
	lf s	o, please describe:					
8.		there any variations to the RFP specifications General or Specific instructions? yes, attach statement for each variation.)	Yes 🗌 No 🗌				





#### Rate Quote (Duplicate Current Benefits):

Phone Number

E-mail Address of Agent

	Number		Rate	Monthly
	Lives	Volume	Per \$100	Premium
Basic LTD - Active	646	\$40,146,274.00		

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to

represent the offeror and is legally responsible for prices provided.	the offer with regard to supporting documentation and								
Date:									
Direct purchases by the Owner are tax exempt from	m Colorado Sales or Use Tax. Tax exempt No. 98- State, County or Municipal tax will be added to the above								
Prompt payment discount of percent of the net dollar will be offered to the Owner if the invoice paid within days after the receipt of the invoice. Payment Terms									
State number of Addenda received:									
It is the responsibility of the Bidder to ensure all Addenda h	nave been received and acknowledged.								
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)								
Authorized Agent Signature	Title								
Address of Offeror	Owner, State, and Zip Code								

Fax Number

Cell Phone Number





#### **EXHIBIT 1**

# Group Life and Accidental Death & Dismemberment Benefits Summary City of Grand Junction

THE FOLLOWING INFORMATION IS INTENDED SOLELY TO PROVIDE YOU WITH A BRIEF DESCRIPTION OF YOUR LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS. FULL DETAILS WILL BE INCLUDED IN CERTIFICATE BOOKLETS. ANY AND ALL CLAIMS OR COVERAGE ISSUES WILL BE GOVERNED BY THE SPECIFIC PROVISIONS OF YOUR GROUP CONTRACT.

WHO IS COVERED? All active employees, council approved, working 40

hours per week.

WHAT ARE THE Life Insurance 1 x Annual Earnings to a maximum of

**BENEFITS?** \$150,000

AD&D: 1 x Annual Earnings to a maximum of \$175,000

WHAT ARE THE Spouse \$5,000 BENEFITS Child \$2,000

FOR MY DEPENDENTS?

**ARE BENEFITS REDUCED** Yes, at age 65, your benefits are reduced to 65%; to 50%

at age 70; and to 35% at age 75.

**BENEFIT Accelerated Benefit**: If you are diagnosed with a terminal illness and have a medical prognosis of 12 or less months to live, you may be eligible to receive 75%

of your life insurance benefit while living.

**Seat Belt Benefit**: An additional benefit may be payable if you suffer loss of life as a result of an automobile accident while wearing your seat belt. The benefit

payable is \$10,000.

**Family Benefits:** Is available to family members of incurred employees that die as a result of an accident. These benefits include a **career adjustment** benefit of up to 25% of the AD&D coverage to a maximum of \$10,000

that will be paid to the spouse for educational or training expenses. A **child care** benefit of up to 25% of the AD&D coverage to a maximum of \$10,000 that will be

paid to the spouse for child care. And a higher

education benefit of up to 25% of the AD&D coverage to a maximum of \$20,000 that will be paid for the tuition of expenses incurred for each child. To be eligible, each child must be enrolled full time in an institution of higher education within 12 months after the employees death.





LINE OF DUTY BENEFIT Line of Duty Benefit: For Safety employees and

> Enhanced AD&D Benefit for all other employees are additional benefits payable if you suffer a loss for which an AD&D Insurance Benefit is payable and it occurred on or off the job. The amount of this benefit is \$50,000.

Yes, if you have been covered on the basic life plan for at IS THERE PORTABILITY?

> least one year, you can elect portability coverage for an amount up to what you are insured for under this plan for 24 months. You must apply for this coverage within 31 days of the date you are no longer an eligible employee.

This does not apply to AD&D.

The Standard pays an additional benefit if you die more REPATRIATION BENEFIT

than 200 miles from your primary place of residence. The Standard will pay for expenses incurred to transport the body to a mortuary near your primary place of residence, up to the lesser of \$5,000 or 10% of the amount of your Basic Life and Additional Life Insurance.

(This benefit is not available in Illinois, Maryland or

Virginia.)

Yes, if you have been covered by this plan and you IS THERE CONVERSION?

> terminate employment, you may continue coverage at a converted rate. You must apply for this coverage within 31 days of your termination date. This does not apply to

AD&D.

WHO PAYS FOR THE The City of Grand Junction pays the cost of your

PLAN? insurance.





#### **EXHIBIT 2**

#### LONG TERM DISABILITY BENEFITS SUMMARY **City of Grand Junction**

The chance of losing your income because of a lengthy illness is 12 times greater than the chance of losing your FACT:

FACT: At age 32, disability lasting 90 days or longer is 3½ time more likely than death. At age 42, three times more likely.

FACT: Social Security isn't enough. Government estimates for approval rates are nearing an all-time low of 25%.

THE FOLLOWING INFORMATION IS INTENDED SOLELY TO PROVIDE YOU WITH A BRIEF DESCRIPTION OF YOUR LONG TERM DISABILITY INCOME PROTECTION PLAN. FULL DETAILS WILL BE INCLUDED IN CERTIFICATE BOOKLETS. ANY AND ALL CLAIMS OR COVERAGE ISSUES WILL BE GOVERNED BY THE SPECIFIC PROVISIONS OF YOUR CONTRACT.

Long Term Disability coverage replaces a percentage of your income on a monthly basis in the event you are unable to work due to an accident or illness.

WHO IS COVERED? All active employees, council approved, working 40 hours per week.

WHAT IS THE BENEFIT? If you are disabled, you may be eligible to receive 60% of your

monthly salary to a monthly maximum of \$5,000

WHEN IS IT PAYABLE? You are eligible after 90 days of disability

WHAT IS THE DEFINITION The inability to perform some or all of the material duties of your

OF DISABILITY? regular occupation and experiencing a 20% loss of income because of

an illness or injury.

ARE BENFITS PAID ON YES! If you work on a part-time basis, and suffer at least a 20% loss of

PARTIAL DISABILITIES? income, you are eligible for partial disability benefits.

HOW LONG ARE BENEFITS If you are disabled prior to age 60, benefits are payable up to age 65. PAYABLE?

Disabilities occurring after age 60 will be paid in accordance with the

Age Discrimination Employment Act.

ARE THERE ANY If you have received medical treatment, consultation, care or service, **EXCLUSIONS?** 

including diagnostic measures, or taken prescribed drugs or medicines; in the 3 months prior to your effective date of coverage; and the disability begins in the first 12 months from your effective date of coverage. If you have been covered under the prior plan for 12 months,

the exclusion is not applicable, as this plan provides Continuity of

Coverage.

ARE THERE ANY LIMITATIONS? Yes, disabilities related to a mental disorder or substance abuse that do

not cause hospital confinement are limited to 24 months.

WILL MY BENEFIT BE Yes, Social Security, FPPA and Workmen's Compensation share in the REDUCED IF I RECEIVE 60% benefit. Distributions from your 401(a) [414(h)] retirement plan

**OTHER BENEFITS?** will not be deducted from your benefit.

SURVIVOR BENEFIT: This feature will pay a three-month lump sum, of your last benefit

check, to your spouse or dependents if you die while receiving benefits

and have been disabled at least 180 consecutive days.

**BENEFIT ENHANCEMENTS:** Housing Assistance Benefit: Your LTD benefit will increase to 85%

of your monthly salary if a disability causes a loss of 2 out of 6

Activities of Daily Living.

WHO PAYS FOR THE PLAN? City of Grand Junction pays the premium for LTD coverage.

RUN DATE 08/09/2013

2,918,662

357,085

210,194

EXPERIENCE REPORT

Incurred Claims

GRAND JUNCTION CITY OF Contract 123467				
Texm Life				
From	01/01/2011	01/01/2012	01/01/2013	02/01/2001
To	12/31/2011	12/31/2012	07/31/2013	07/31/2013
		***************************************	************	****
Earned Premium	141,819	143,964	85,623	1,640,652
Incurred Claims				
.Paid Claims	. 60,000	333,000	. 103,000	954,370
.Change in IBNR Reserves	-433	1,434	722	31,557
.Change in Reported Reserves	198,900	-99,450	32,500	690,300
.Conversion Charges	G	0	0	0
	****	are now you see the face and the gas you do	W - M - M - M - M - M - M - M - M - M -	~~~~~~~~
Incurred Claims	258,467	234,984	136,222	1,676,227
				÷
•				
EXPERIENCE REPORT				RUN DATE 08/09/2013
GRAND JUNCTION CITY OF				
Contract 123467				
Long Term Disability				
From	01/01/2011	01/01/2012	01/01/2013	02/01/2001 07/31/2013
To	12/31/2011	12/31/2012	07/31/2013	07/31/2013
Rarned Premium	293,058	294,666	178,978	3,190,839
Incurred Claims			•	
	1 ላይ ላንተ	210 061	111,621	1,418,442
.Paid Claims .Change in IBNR Reserves	145,831 -3,223	218,061 5,005	2,010	116,126
.Change in IBAX Reserves .Change in Reported Reserves	421,986	-14,552	243,101	1,361,439
Employer Paid FICA	3,251	1,680	352	22,655
	*********		*****	***

567,845

AS OF DATE 07/31/2013

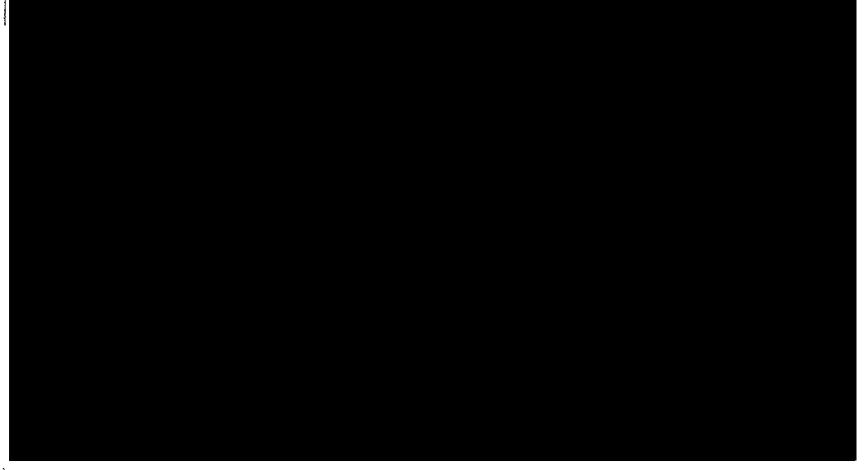
PAGE 1

GCE0300-4\* GROUP CLAIM EXPERIENCE

RUN DATE 08/09/2013

POLICY 123467 GRAND JUNCTION CITY OF

FROM 02/2001 THRU 07/2013



AS OF DATE 07/31/2013

PAGE 2

GCE0300-4\* GROUP CLAIM EXPERIENCE

RUN DATE 08/09/2013

POLICY 123467 GRAND JUNCTION CITY OF

FROM 02/2001 THRU 07/2013



AS OF DATE 07/31/2013

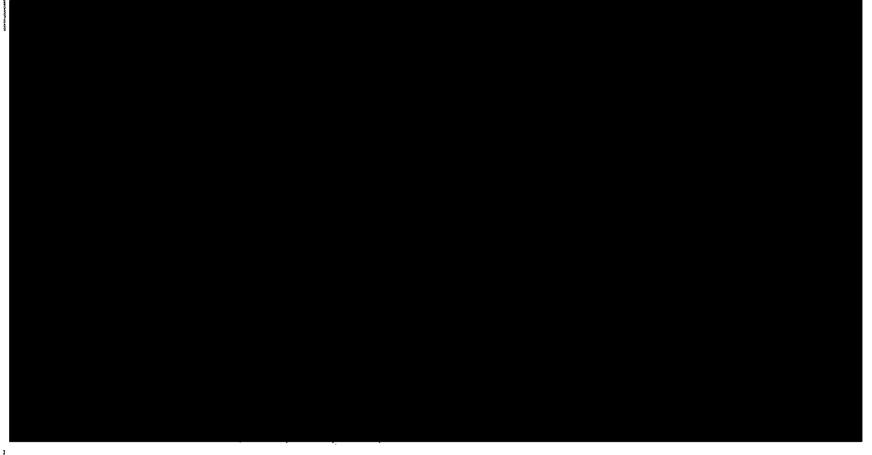
PAGE 3

GCE0300-4\* GROUP CLAIM EXPERIENCE

RUN DATE 08/09/2013

POLICY 123467 GRAND JUNCTION CITY OF

FROM 02/2001 THRU 07/2013



AS OF DATE 07/31/2013

PAGE 4

GCE0300-4\* GROUP CLAIM EXPERIENCE

RUN DATE 08/09/2013

POLICY 123467 GRAND JUNCTION CITY OF

FROM 02/2001 THRU 07/2013



AS OF DATE 07/31/2013

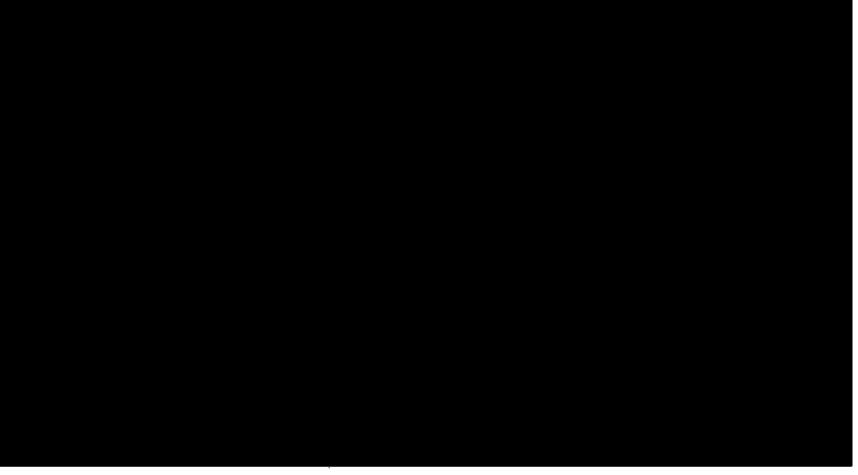
PAGE 5

GCE0300-4\* GROUP CLAIM EXPERIENCE

RUN DATE 08/09/2013

POLICY 123467 GRAND JUNCTION CITY OF

FROM 02/2001 THRU 07/2013



AS OF DATE 07/31/2013

PAGE 6

GCE0300-4\* GROUP CLAIM EXPERIENCE

RUN DATE 08/09/2013

POLICY 123467 GRAND JUNCTION CITY OF

FROM 02/2001 THRU 07/2013



	Budget	2013 Classification ar	nsation S	:he	dule		·	
2013	2013	2010 Olassilloation at						Estimated
RPT	FT		Entry	Proficient		Proficient		Compensation
ees	ees		Annual	Monthly	L	Annual		Full Proficient
ADM	INISTRA	TION AND FINANCE			ij		L	Staffing
		Customer Service						
	1	Parking Services Technician	34308	3288	\$	39,454.53	\$	39,454.53
	3	Leisure Services Representative	34308	3288	\$	39,454.53	\$	118,363.60
	6 <b>Customer Service Representative</b> 1 Utilities Customer Service Specialist		37896 44004	3632	\$	43,579.46 50,613.54	\$	261,476.73
	·			4218 5683	\$	68,198.74	\$ \$	50,613.54 68,198.74
	12	Customer Service Supervisor	59304	3003	Ψ	00, 190.74	Ψ	00,190.74
1		Financial Non-exempt		-				
-	7	Finance Technician	36060	3456	\$	41,466.34	\$	290,264.36
	1	Payroll Technician	39348	3770	\$	45,243.90	\$	45,243.90
	1	Taxpayer Support Specialist	44016	4218	\$	50,613.54	\$	50,613.54
	9							
		Financial Exempt						
	1	Administrative/Financial Analyst	49836	4776	\$	57,314.73	\$	57,314.73
	1	Auditor	52380	5020	\$	60,238.36	\$	60,238.36
	1	Accountant/Analyst	52380	5020	\$	60,238.36	\$	60,238.36
	1	Revenue Supervisor	68844	6597	\$	79,169.59	\$	79,169.59
	1	Finance Supervisor	68844	6597	\$	79,169.59	\$	79,169.59
	1	Internal Services Manager	92736	8887	\$	106,640.13	\$	106,640.13
	6	I						
		Purchasing						
	1	Warehouse Specialist	33468	3207	\$	38,484.81	\$	38,484.81
	2	Buyer	47424	4545	\$	54,535.83	\$	109,071.66
	1	Senior Buyer	52380	5020	\$	60,238.36	\$	60,238.36
	5	Purchasing Supervisor 1	66312	6355	\$	76,260.43	\$	76,260.43
-		J						
·	1	Human Resources	47424	4545		54,535.83	ው	54,535.83
	1	Safety Programs Coordinator Recruiting Coordinator	51749	4958	\$ \$	59,496.00	\$ \$	59,496.00
	1	Benefits Coordinator	60048	5754	\$	69,052.67	\$	69,052.67
	1	Professional Development Coordinato		5754	\$	69,052.67	\$	69,052.67
	2	Human Resources Analyst	60048	5754	\$	69,052.67	\$	138,105.34
	1	Human Resources Supervisor	69696	6679	\$	80,153.78	\$	80,153.78
	1	Risk Manager	69696	6679	\$	80,153.78	\$	80,153.78
	8	,						
		City Clerk			9			
b .	2	Deputy City Clerk	48012	4601	\$	55,216.08	\$	110,432.16
	1	City Records Manager	59304	5683	\$	68,198.74	\$	68,198.74
	1	City Clerk	77952	7471	\$	89,648.34	\$	89,648.34
	4							
	Information Technology (IT)							
	3	IT Support Specialist	48624	4659	\$	55,910.81	\$	167,732.42
	2 GIS Technician		48624	4659	\$	55,910.81	\$	111,821.61
	1	Webserver Coordinator	59304	5683	\$	68,198.74	\$	68,198.74
			59304	5683	\$	68,198.74	\$	68,198.74
	3	GIS Analyst	59304	5683	\$	68,198.74	\$	204,596.21
	10	Systems/Network Analyst	70572	6763	\$	81,152.44	\$	811,524.43
	3	Information Technology Supervisor	77952	7471	\$	89,648.34	\$	268,945.02
	1	Information Technology Director 1	101148	9694	\$	116,326.10	\$	116,326.10
	24	J		I				

	Budget   2013 Classification and Compensation Senegule								
	Budget	ZU13 Classification ar							
2013	2013		Entry	Proficient		Proficient		Estimated	
RPT	FT							Compensation	
ees	ees		Annual	Monthly		Annual		Full Proficient	
		Legal							
	1	Court Administrator	52380	5020	\$	60,240.00	\$	60,240.00	
	1	Staff Attorney	67144	6435	\$	77,215.67	\$	77,215.67	
1	0	Sr. Staff Attorney (3/4)	74172	7108	\$	85,291.84	\$	-	
1	2								
		-							
ADMI	INISTRA	TIVE SUPPORT							
¥		Administrative Support							
6	14	Administrative Assistant	34740	3329	\$	39,946.63	\$	559,252.79	
200	15	Senior Administrative Assistant	38376	3677	\$	44,129.45	\$	661,941.68	
	4	Administrative Specialist	42396	4063	\$	48,760.94		195,043.75	
6	33	1			*	.0,.00.01	*	.00,010.70	
		<u>.</u>							
MARI	KETING	and COMMUNICATIONS							
MAIN	KE I III O	and COMMONICATIONS							
3)		Marketing and Communications							
8	1	Visitor Center Coordinator	39348	3770	Ф	45,243.90	Φ	4E 242 00	
				3866	\$		\$	45,243.90	
	1	VCB Services Coordinator	40332	580 535033 395	\$	46,387.30	\$	46,387.30	
	2	Event Planner/Sales Coordinator	40836	3914	\$	46,966.23	\$	93,932.47	
	3	Department Information Coordinator	53700	5147	\$	61,758.07	\$	185,274.20	
	1	VCB Marketing & PR Coordinator	54372	5210	\$	62,525.16	\$	62,525.16	
	1	City Public Information Manager	60804	5827	\$	69,921.07	\$	69,921.07	
	1	VCB Manager	76044	7287	\$	87,448.38	\$	87,448.38	
	10	]							
MAIN	TENAN	CE AND OPERATIONS							
<del>-</del>		Facilities							
	7	Custodian	27096	2597	\$	31,161.26		218,128.85	
	2	Event Set Up and Maintenance Worke		3167	\$	38,007.19	\$	76,014.38	
	1	Facilities Maintenance Technician	40056	3866	\$	46,387.30	\$	46,387.30	
	1	Facilities Supervisor	66312	6355	\$	76,260.43	\$	76,260.43	
	11								
		-							
d .		Parks Maintenance							
2	23	Parks Equipment Operator	38148	3677	\$	44,129.45	\$	1,014,977.24	
	18	Parks Crew Leader	44268	4271	\$	51,250.37	\$	922,506.59	
			63108	6047	\$	72,569.71	\$	217,709.12	
	1	Golf Superintendent	66312	6355	\$	76,260.43	\$	76,260.43	
	1	Parks Superintendent	73248	7020	\$	84,235.28	\$	84,235.28	
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2013	Budget 2013	2010 Glassification al	- 1	Proficient		Proficient	1	Estimated
RPT	2013 FT		⊏nry	longient		FIGHCIERT	1	
ees	ees	Į l	Annual	Monthle		Annual	1	Compensation
CES	- ces		Amidal	Monthly	<u> </u>	Annual	1	Full Proficient
		DW and Hillitias Marintan	nerel:		Ċ			
1	16	PW and Utilities Maintenance and O	•		•	AE 000 00	Φ	720 020 70
	16 16	Equipment Operator	39560 44016	3817	\$	45,808.36	\$	732,933.79
	16	Specialty Equipment Operator	44016	4218	\$	50,613.54	\$	809,816.57
	8	Pipeline Maintenance Worker	41580	4013	\$	48,153.06	\$	385,224.44
	6	PW and Utilities Crew Leader	45948 44046	4432	\$	53,189.80	\$	319,138.82
	2	TV Equipment Operator	44016	4218	\$	50,613.54	\$	101,227.07
	2	Pipeline Maintenance Crew Leader	48300	4659	\$	55,910.81	\$	111,821.61
	4	Operations & Maintenance Supervisor <mark>.</mark> <b>1</b>	65496	6277	\$	75,319.66	\$	301,278.63
ì	54	I						
		Traffic Circust Test		<del></del>	r			
		Traffic Signal Technician	10015	,,,,,		40.000	_	7 A 1
	4	Traffic Technician	42648	4114	\$	49,368.82	\$	197,475.29
	1	Traffic Signal Technician	45948	4432	\$	53,189.80	\$	53,189.80
	2	Traffic Crew Leader	48300	4659	\$	55,910.81	\$	111,821.61
	1	Traffic Supervisor 1	67140	6435	\$	77,215.67	\$	77,215.67
l	8	I	i	1				
		Elect		<del></del>	g.			
		Fleet Service Technisian	20052	0700	•	44.070 **	•	44.076.33
	1	Service Technician	38856	3723	\$	44,679.44	\$	44,679.44
	1	Parks Equipment Technician	42924	4114	\$	49,368.82	\$	49,368.82
	8	Automotive and Equipment Technic		4324	\$	51,887.20	\$	415,097.57
	1	Automotive and Equipment Crew Lead		4897	\$	58,762.07	\$	58,762.07
	1	Automotive and Equipment Superviso	61560	5899	\$	70,789.48	\$	70,789.48
l	12	I	ŀ					
pr x=	IAIIK	ND ENGINEER'S	ŀ					
PLAN	NING A	ND ENGINEERING	ŀ					
		Code Compliance		<del></del>	č			
		Code Compliance Officer	A5110	1224	Φ.	51,887.20	Φ	E4 007 00
ı	1	Code Compliance Officer	45119	4324	\$	21,007.20	\$	51,887.20
l	1	1	ŀ					
		Planning		<del>                                     </del>	Ū			
	3	Planning Planning Technician	44568	4271	\$	51,250.37	\$	153,751.10
	0	Associate Planner	59304	5683	\$	68,198.74	\$	100,701.10
	5	Senior Planner	65496	6277	\$	75,319.66	\$	376,598.28
			68844	6277 6597			\$ \$	376,598.28 79,169.59
	1	Principal Planner		6597 7287	\$	79,169.59 87,448.38		79,169.59 87,448.38
	1	Planning Supervisor	76044	I	\$		\$	1.0
	1	Neighborhood Services Manager	80904	7753 8561	\$	93,035.12	\$	93,035.12
i	1	Planning Manager <b>1</b>	89338	1,000	\$	102,732.31	\$	102,732.31
l	12	1	ŀ					
	Public Works and Utilities Inspectio	<del>                                     </del>	t.					
	1	Utility Locator	45120	4324	\$	51,887.20	\$	51,887.20
	1	Stormwater Inspector	47424	4545	\$	51,667.20	\$	54,535.83
				4545	\$	57,314.73	\$	54,535.83 57,314.73
				4776 4776	\$	57,314.73	\$ \$	57,314.73 57,314.73
	1	Quality Assurance Technician	49836 49512					
	1	Cross Connection Coordinator	49512 52380	4776 5020	\$	57,314.73	\$	57,314.73
ı	2 <b>7</b>	Development Inspector 1	52380	5020				
l		1	1	I				

	Budget	2013 Classification a		ne	aule			
2013	2013	23.0 5145511154101141	Entry	Proficient		Proficient		Estimated
RPT	FT		y			. IOHOIOIII		Compensation
ees	ees		Annual	Monthly		Annual		Full Proficient
553	503	!	, uniual	Monuny		runudi	ı	. an introducient
-		Engineering Support		-	0			
7	1	Engineering Support Transportation Support Technician	39828	3817	. \$	45,808.36	\$	45,808.36
	1	Engineering Technician	39626 48624	4659	\$	55,910.81	\$	55,910.81
	1	Survey Technician	50472	4837	\$	58,038.40	\$	58,038.40
	1	Senior Engineering Technician	53700	5147	\$	61,758.07	\$	61,758.07
	1	Transportation Systems Analyst	56436	5408	\$	64,898.80	\$	64,898.80
	1	Transportation Systems Analyst II	63108	6047	\$	72,569.71	\$	72,569.71
	1	City Surveyor	64692	6199	\$	74,393.36	\$	74,393.36
Ì	7	1	04092	0199	φ	17,080.00	ψ	14,383.30
I								
		Engineering		<del>                                     </del>	•			
	1	Engineering Specialist	61560	5899	. \$	70,789.48	\$	70,789.48
	5	Project Engineer	75096	7197	\$	86,362.87	\$	431,814.37
	2	Engineering Program Supervisor	85008	8146	\$	97,753.45	\$	195,506.90
	1	Engineering Manager	98676	9456	\$	113,471.58	\$	113,471.58
l	9	]	00010	3 100	Ψ	1.0, 17 1.00	Ψ	110,711.00
I		ı						
PUBL	LIC SAF	ETY						
3)		D. Par. Day and						
,	7	Police Records	27000	2620	•	40 E70 40	Φ	205 250 42
	7	Police Records Specialist	37896	3632	\$	43,579.46	\$	305,056.19
	7	Lead Police Records Specialist	41868	4013 5545	\$	48,153.06	\$	48,153.06
	9	Police Records Supervisor	57852	5545	\$	66,534.29	\$	66,534.29
l	_ =	1						
		Com Center Non-exempt						
		911 Call Taker		3632	. \$	43,584.00	\$	-
2	37	911 Dispatcher	44016	4218	\$	50,613.54	\$	1,872,700.82
· <b>-</b>	7	Dispatch Shift Supervisor	57852	5545	\$	66,534.29	\$	465,740.05
2	44		21 <b>25</b>	= 30° 5			•	.52,. ,.2.00
		1						
		Police Civilian Non-exempt			•			
	1	Police Audio Video Technician	42396	4063	\$	48,760.94	\$	48,760.94
	3	Evidence Technician	44018	4218	\$	50,616.00	\$	151,848.00
	10	Police Services Technician	46836	4488	\$	53,855.58	\$	538,555.81
	3	Criminalist	67140	6435	\$	77,215.67	\$	231,647.02
	17							
		Police Civilian - Exempt						
	1	Volunteer Coordinator	48624	4659	\$	55,910.81	\$	55,910.81
	1	Victims Services Coordinator	48624	4659	\$	55,910.81	\$	55,910.81
	1	Crime Analyst	54372	5210	\$	62,525.16	\$	62,525.16
	2	Communications Center Mgr	80904	7753	\$	93,035.12	\$	186,070.24
	5							
,								
		Police Sworn						
	76	Police Officer	54180	5476	\$	65,709.31	\$	4,993,907.46
	9	Corporal	69120	6047	\$	72,569.71	\$	653,127.37
	15	Police Sergeant	77292	6763	\$	81,152.44	\$	1,217,286.65
	100	l						

	Budget	2013 Classification ar			:ne	equie		
2013	0.0048	2010 Olassilloadoli al	Entry	Proficient		Proficient		Estimated
			Entry	Fioricient		Fioricient		
RPT	FT		Ammiral					Compensation
ees	ees		Annual	Monthly		Annual	J	Full Proficient
		Police Administration/Management			с			
<u></u>	1	Professional Standards Administ.	75096	7197	\$	86,362.87	\$	86,362.87
		Police Commander (Lt)	95424	8350	\$	100,199.46	\$	601,196.75
	6 2	Deputy Police Chief (Captain)	105408	9223	\$	110,678.21	\$	221,356.42
	9				φ	110,076.21	Φ	221,330.42
		1						
-		Fire Sworn / EMS			Ü			
	2	EMT	45684	4378	\$	52,538.50	\$	105,077.00
	1	EMT/FF I	45684	4378	\$	52,538.50	\$	52,538.50
	33	Firefighter	50304	5083	\$	60,990.98	\$	2,012,702.18
	33 1	Paramedic	53424	5342	\$	64,102.76	\$	64,102.76
	2	Paramedic/FF I	53424	5342	\$	64,102.76	\$	128,205.52
	∠ 15	Fire Engineer	61092	5613	\$	67,359.28	\$	1,010,389.17
	33	Fire Engineer Firefighter / Paramedic	55548	5613	\$	67,359.28	\$	2,222,856.18
	33 15	Fire Unit Supervisor (Captain)	72624	6355	\$	76,260.43	Ф \$	1,143,906.43
	15	Technical Services Coordinator	69696	6679	\$	80,153.78	\$	80,153.78
	103	Technical Services Coolumator	09090	0079	Φ	00, 100.76	φ	00, 100.70
	103	l						
-		Fire Administration/Management			ii.			
<u>-</u>	1	Fire Management Analyst	53040	5083	\$	60,990.98	\$	60,990.98
	3	Fire Prevention Officer	64356	5899	\$	70,789.48	\$	212,368.43
	1	Training Officer	71448	6847	\$	82,165.58	\$	82,165.58
	4	Admin Fire Officer (Battalion Chief)		7753	\$	93,035.12	\$	372,140.47
	2	Deputy Fire Chief (Ops & Admin)	102828	8998	\$	107,971.68	\$	215,943.37
	11							,
		-						
DE6	DEATIC	N AND CONVENTION CERVICES						
KEC	REATIO	N AND CONVENTION SERVICES						
		Recreation / Golf			i.			
1	2	2nd Assistant Golf Professional	34740	3329	\$	39,946.63	\$	79,893.26
	1	1st Assistant Golf Professional	42396	4063	\$	48,760.94	\$	48,760.94
	5	Recreation Coordinator	46836	4488	\$	53,855.58	\$	269,277.90
	2	Recreation Supervisor	63900	6123	\$	73,481.53	\$	146,963.07
	1	Head Golf Professional	74172	7108	\$	85,291.84	\$	85,291.84
	1	Recreation Superintendent	74172	7108	\$	85,291.84	\$	85,291.84
1	12	1 caron caponitoridoni	(11/2	. 100	Ψ	00,201.04	Ψ	55,251.54
		1						
		Convention Services			c c			
	1	Cook	33048	3167	\$	38,007.19	\$	38,007.19
	1	Banquet Captain	30684	2941	\$	35,286.19	\$	35,286.19
1	1	Chef	40332	3866	\$	46,387.30	\$	46,387.30
	1	Event Operations Supervisor	51744	4958	\$	59,500.21	\$	59,500.21
	1	Executive Chef	63900	6123	\$	73,481.53	\$	73,481.53
	1	Convention Services Manager	76044	7287	\$	87,448.38	\$	87,448.38
1	6					and the second second second		

	Budget	2013 Classification an	a Compe	nsation St	ne	eaule		
2013	2013		Entry	Proficient		Proficient		Estimated
RPT	FT		у			. I STIVITE		Compensation
ees	ees		Annual	Monthly		Annual		Full Proficient
			7 11111441	IVICITATIV		Ailliuu	ı	Tull Tollololl
WAT	ER AND	WASTEWATER OPERATIONS						
****		Plant Maintenance						
	5	Plant Mechanic	47424	4545	\$	54,535.83	\$	272,679.16
	1	Plant Electrician	47424	4545	\$	54,535.83	\$	54,535.83
	2	Lead Plant Mechanic	52380	5020	\$	60,238.36	\$	120,476.71
	2	Electronics Specialist	57852	5545	\$	66,534.29	\$	133,068.59
	1	WW Operations and Maintenance Su		6763	\$	81,152.44	\$	81,152.44
	11	1	10012	0,00	Ψ	01,102.44	Ψ	01,102.44
	11	ı						
-		Utilities Operations						
3)	2	Stationary Equipment Operator	45684	4378	\$	52,538.50	\$	105,077.00
	5	Wastewater Plant Operator	50136	4837	\$	58,038.40	\$	290,191.99
	4	Water Plant Operator	50136	4837	\$	58,038.40	\$	232,153.59
	1	Wastewater Operations Supervisor	69696	6679	\$	80,153.78	\$	80,153.78
	i	Water Operations Supervisor	69696	6679	\$	80,153.78	\$	80,153.78
	1	Water Supply Supervisor	69696	6679	\$	80,153.78	\$	80,153.78
	14	1	00000	00,0	Ψ	00, 100.70	Ψ	30,100.70
		ı						
<u> </u>		Laboratory						
1	2	Laboratory Analyst	51744	4958	\$	59,500.21	\$	119,000.43
	2	Industrial Pretreatment Specialist	54372	5210	\$	62,525.16	\$	125,050.31
	3	Laboratory Chemist	57144	5476	\$	65,709.31	\$	197,127.93
	1	Water Quality Specialist	57144	5476	\$	65,709.31	\$	65,709.31
	1	Industrial Pretreatment Supervisor	69696	6679	\$	80,153.78	\$	80,153.78
1	9	Industrial Fredeatment Supervisor	09090	0079	Ψ	60, 155.76	Ψ	00, 133.70
		PW & Utilities Management						
<u> </u>	1	Environmental Lab Manager	80904	7753	\$	93,035.12	\$	93,035.12
	1	Streets and Solid Waste Manager	87132	8350	\$	100,199.46	\$	100,199.46
	1	Wastewater Svcs Manager	87132	8350	\$	100,199.46	\$	100,199.46
	1	Water Services Manager	87132	8350	\$	100,199.46	\$	100,199.46
	1	Utilities Manager	96240	9223	0.50	110,678.21	160	110,678.21
	5		00210	0220	Ψ	110,070.21	Ψ	110,070.21
		1						
EXE	CUTIVE							
		Executive						
<del></del>	1	Deputy City Manager		10935	\$	131,220.00	\$	131,220.00
	1	City Manager		12688	\$	152,256.00	\$	152,256.00
	1	City Attorney		11977		143,724.00	\$	143,724.00
	1	Police Chief		10827		129,924.00	\$	129,924.00
	1	Public Works, Utilities and Planning Di	rector	10571		126,852.00	\$	126,852.00
	1 Fire Chief			10344		124,128.00	\$	124,128.00
	Parks and Recreation Director			9875		118,500.00	\$	118,500.00
	1 Financial Operations Director		9712		116,544.00	\$	116,544.00	
	Financial Operations Director     VCB Director			9305		111,660.00	\$	111,660.00
	VCB Director     Human Resources Director					110,868.00	\$	110,868.00
						105,744.00	Ф \$	105,744.00
	1 Assistant City Attorney					100,174.00	Ψ	100,744.00
12	646	TOTAL EMPLOYEES		। Total Est.	V۵	lume	\$	40,146,274.00
<del></del>	1 3-10	1					Ψ	10, 110,214.00
1				I				

#### EXHIBIT 5

# **EMPLOYEE CENSUS INFORMATION JULY 2013**

#### **Position**

# Effective

	Birth Date	Date	No.	Volume	Gender
1	12/9/1953	3/31/2013	102094 -	53,000.00	F
2	10/13/1984	2/17/2013	100321 -	48,000.00	М
3	12/11/1959	2/17/2013	100834 -	46,000.00	М
4	6/17/1961	2/17/2013	100726 -	51,000.00	М
5	2/13/1954	2/17/2013	100845 -	52,000.00	М
6	4/23/1965	2/17/2013	100348 -	40,000.00	M
7	10/9/1965	2/17/2013	100110 -	79,000.00	М
8	10/10/1982	12/26/2011	102155 -	51,000.00	М
9	11/3/1968	2/17/2013	102076 -	65,000.00	М
10	12/23/1966	2/17/2013	100892 -	59,000.00	М
11	7/4/1964	2/17/2013	100672 -	47,000.00	F
12	8/1/1971	2/17/2013	100852 -	47,000.00	F
13	6/5/1973	12/26/2011	100042 -	64,000.00	М
14	8/11/1974	2/17/2013	102120 -	63,000.00	М
15	7/26/1972	2/17/2013	100868 -	70,000.00	М
16	8/24/1986	2/17/2013	102124 -	49,000.00	F
17	7/18/1959	1/24/2010	100471 -	74,000.00	F
18	11/1/1983	2/17/2013	102033 -	46,000.00	М
19	9/11/1963	2/17/2013	100825 -	66,000.00	F
20	6/22/1970	12/26/2011	102041 -	70,000.00	М
21	7/5/1978	7/22/2012	100808 -	40,000.00	F
22	4/10/1969	2/17/2013	102140 -	43,000.00	F
23	1/14/1961	12/26/2011	100171 -	65,000.00	М
24	7/21/1985	12/26/2011	102123 -	49,000.00	F
25	10/28/1971	2/17/2013	100063 -	79,000.00	М
26	10/22/1967	2/17/2013	100878 -	64,000.00	М
27	3/12/1965	12/26/2011	100761 -	45,000.00	М
28	2/17/1962	2/17/2013	102052 -	51,000.00	F
29	8/13/1975	2/17/2013	100820 -	65,000.00	М
30	5/17/1966	2/17/2013	102065 -	67,000.00	М
31	11/3/1959	12/27/2009	100480 -	58,000.00	М
32	2/26/1980	12/26/2011	100111 -	64,000.00	М
33	6/17/1965	12/26/2011	100701 -	61,000.00	М
34	2/17/1985	3/18/2012	100776 -	51,000.00	М
35	12/12/1962	12/26/2011	100005 -	101,000.00	F
36	7/15/1974	2/17/2013	100851 -	43,000.00	F
37	9/19/1958	12/26/2011	100512 -	44,000.00	F
38	5/28/1986	12/26/2011	102160 -	49,000.00	М
39	1/8/1974	12/26/2010	100580 -	53,000.00	М
40	11/21/1982	12/26/2011	100051 -	58,000.00	F
41	4/18/1979	2/17/2013	100841 -	65,000.00	М
42	3/24/1980	2/17/2013	100153 -	54,000.00	М

43	6/21/1981	2/17/2013	100462 -	49,000.00	М
44	7/2/1954	12/26/2011	100044 -	51,000.00	F
45	4/9/1977	12/26/2011	100096 -	64,000.00	M
46	6/19/1985	2/17/2013	100072 -	64,000.00	F
47	11/3/1963	2/17/2013	102077 -	65,000.00	М
48	12/3/1961	12/26/2011	100572 -	44,000.00	F
49	9/30/1948	2/17/2013	100750 -	50,000.00	М
50	3/22/1958	2/17/2013	102006 -	58,000.00	М
51	7/8/1980	2/17/2013	100081 -	64,000.00	М
52	10/9/1952	12/26/2011	100251 -	74,000.00	F
53	6/27/1952	12/26/2011	100289 -	84,000.00	F
54	9/30/1957	12/26/2011	100430 -	47,000.00	М
55	7/16/1964	12/26/2010	100421 -	53,000.00	М
56	8/8/1956	12/26/2011	100637 -	46,000.00	F
57	4/4/1970	12/26/2011	100323 -	64,000.00	М
58	8/10/1973	2/17/2013	100566 -	56,000.00	М
59	8/4/1955	2/17/2013	100190 -	102,000.00	М
60	5/16/1955	2/17/2013	100700 -	96,000.00	М
61	12/10/1982	2/17/2013	102153 -	49,000.00	F
62	9/29/1957	2/17/2013	100181 -	88,000.00	M
63	12/30/1968	2/17/2013	100772 -	52,000.00	M
64	7/6/1957	12/23/2012	100418 -	79,000.00	М
65	4/18/1955	2/17/2013	100737 -	88,000.00	М
66	12/27/1972	2/17/2013	102011 -	77,000.00	М
67	8/6/1954	2/17/2013	100656 -	51,000.00	М
68	4/17/1956	12/26/2011	100635 -	46,000.00	М
69	5/15/1974	2/17/2013	100626 -	41,000.00	М
70	12/29/1960	2/17/2013	100727 -	51,000.00	М
71	1/20/1959	2/17/2013	100037 -	122,000.00	М
72	5/26/1969	12/26/2011	102107 -	51,000.00	F
73	10/29/1986	3/31/2013	102086 -	46,000.00	F
74	10/13/1968	12/28/2008	100156 -	72,000.00	M
75	3/4/1956	2/17/2013	100651 -	51,000.00	M
76	6/7/1963	2/17/2013	100320 -	56,000.00	M
77	9/20/1968	2/17/2013	100577 -	51,000.00	M -
78	4/2/1971	2/17/2013	100033 -	66,000.00	F
79	4/25/1988	8/19/2012	100578 -	49,000.00	M
80	2/22/1971	2/17/2013	100513 -	44,000.00	F
81	10/20/1967	12/26/2011	100461 -	49,000.00	F
82	3/3/1969	2/17/2013	100828 -	59,000.00	M F
83	4/9/1957	2/17/2013	102130 -	66,000.00	-
84	9/19/1978	11/25/2012 12/26/2011	100517 - 100483 -	79,000.00	M F
85	8/7/1959 1/29/1957	2/17/2013	100483 -	47,000.00 72,000.00	
86	1/29/1957	12/26/2011	100149 -	72,000.00	M M
87	6/27/1965	12/26/2011	100104 -	64,000.00	F
88	12/17/1970	2/17/2013	100043 -	79,000.00	M
89	12/11/15/0	2,17,2013	100001	75,000.00	171

90	0.0	2/20/1075	2/17/2012	100057	F0 000 00	M
11/28/1991   6/23/2012   102060   7,000.00   M     93	90	2/28/1975	2/17/2013	100057 -	58,000.00	M
93         6/22/1979         12/26/2011         100098         64,000.00         M           94         8/6/1951         2/17/2013         100680         47,000.00         F           95         6/22/1979         2/17/2013         100680         47,000.00         M           96         11/6/1967         2/17/2013         100053         64,000.00         M           97         1/21/1977         8/19/2012         100166         49,000.00         M           98         10/2/1958         2/17/2013         102112         79,000.00         M           99         7/23/1979         2/17/2013         100197         65,000.00         M           100         2/22/1973         12/26/2011         100077         64,000.00         F           101         3/3/1974         12/26/2011         100685         51,000.00         F           102         4/6/1979         12/26/2011         100785         79,000.00         F           103         2/20/1951         12/26/2011         100785         79,000.00         F           104         4/20/1990         2/17/2013         100074         64,000.00         M           105         4/5/1983         11/25/2011 <td></td> <td>2 22</td> <td></td> <td></td> <td></td> <td></td>		2 22				
94         8/6/1951         2/17/2013         100680         47,000.00         F           95         6/22/1979         2/17/2013         100053 -         64,000.00         M           96         11/6/1967         2/17/2013         100185 -         65,000.00         M           97         1/21/1977         8/19/2012         100166 -         49,000.00         M           98         10/2/1958         2/17/2013         102112 -         79,000.00         M           99         7/23/1979         2/17/2013         100159 -         65,000.00         M           100         2/22/1973         2/17/2013         100159 -         65,000.00         M           101         3/3/1974         12/26/2011         100077 -         64,000.00         F           102         4/6/1979         12/26/2011         100688 -         51,000.00         M           103         2/20/1951         12/26/2011         10074 -         64,000.00         M           105         4/5/1962         11/25/2012         100271 -         46,000.00         M           106         4/19/1963         12/26/2011         100317 -         75,000.00         M           107         6/2/1961						
95   6/22/1979   2/17/2013   100053   64,000.00   M   96   11/6/1967   2/17/2013   100185   65,000.00   M   97   1/21/1977   8/19/2012   100166   49,000.00   M   98   10/2/1958   2/17/2013   102112   79,000.00   M   100   2/22/1973   2/17/2013   100159   65,000.00   M   101   3/3/1974   12/26/2011   100077   64,000.00   F   102   4/6/1979   12/26/2011   100785   79,000.00   F   103   2/20/1951   12/26/2011   100785   79,000.00   F   104   4/20/1990   2/17/2013   100159   79,000.00   F   105   4/5/1982   11/25/2012   100271   46,000.00   M   106   4/19/1963   12/26/2011   102091   76,000.00   M   107   6/2/1971   12/25/2011   100317   75,000.00   M   108   3/26/1961   2/17/2013   100642   49,000.00   M   109   1/24/1982   12/26/2011   100839   32,000.00   M   110   8/25/1983   2/17/2013   100861   47,000.00   M   111   10/29/1978   2/5/2012   100898   86,000.00   M   112   9/6/1955   2/17/2013   100522   74,000.00   F   113   10/20/1971   2/17/2013   100525   74,000.00   F   116   8/29/1959   2/17/2013   100525   74,000.00   M   117   5/27/1960   2/17/2013   100192   72,000.00   M   118   2/3/1984   8/19/2012   100198   46,000.00   M   119   4/23/1951   2/17/2013   100192   72,000.00   M   120   4/3/1969   12/27/2009   100431   50,000.00   M   121   2/11/663   2/17/2013   100192   72,000.00   M   122   8/3/1968   12/27/2009   100431   50,000.00   M   123   9/16/1970   2/17/2013   100852   51,000.00   M   124   6/1/1962   2/17/2013   100652   51,000.00   M   125   3/3/1966   2/17/2013   100345   72,000.00   M   126   12/14/1968   2/17/2013   100365   72,000.00   M   127   8/1/1968   2/17/2013   100365   72,000.00   M   128   13/3/1976   12/26/2011   100166   72,000.00   M   129   8/29/1973   12/26/2011   100167   64,000.00   F   120   8/29/1973   12/26/2011   100167   64,000.00   F   121   1/14/1968   2/17/2013   100365   72,000.00   M   122   8/29/1973   12/26/2011   100167   64,000.00   F   123   1/14/1968   1/14/1968   1/14/1968   1/14/1968   1/14/1968   1/14/1968   1/14/1968   1/14/1968   1/14/1968   1/14/196		40 902				
11/6/1967   2/17/2013   100185   65,000.00   M						
97						
98         10/2/1958         2/17/2013         102112         79,000.00         M           99         7/23/1979         2/17/2013         102122         49,000.00         M           100         2/22/1973         2/17/2013         100159         65,000.00         M           101         3/3/1974         12/26/2011         100077         64,000.00         F           102         4/6/1979         12/26/2011         100688         51,000.00         M           103         2/20/1951         12/26/2011         100785         79,000.00         F           104         4/20/1990         2/17/2013         100074         64,000.00         M           105         4/5/1982         11/25/2012         100271         46,000.00         M           106         4/19/1963         12/26/2011         100317         75,000.00         M           107         6/2/1971         12/25/2011         100317         75,000.00         M           108         3/26/1961         2/17/2013         100642         49,000.00         M           110         8/25/1983         2/17/2013         100861         47,000.00         F           112         9/6/1955         2/17/201						
99						
100					200	
101						
102         4/6/1979         12/26/2011         100658 - 1000.00         51,000.00         M           103         2/20/1951         12/26/2011         100785 - 79,000.00         F           104         4/20/1990         2/17/2013         100074 - 64,000.00         M           105         4/5/1982         11/25/2012         100071 - 46,000.00         M           106         4/19/1963         12/26/2011         100317 - 75,000.00         M           107         6/2/1971         12/25/2011         100317 - 75,000.00         M           108         3/26/1961         2/17/2013         100642 - 49,000.00         M           109         1/24/1982         2/17/2013         100839 - 100851 - 77,000.00         M           110         8/25/1983         2/17/2013         100861 - 77,000.00         F           111         10/29/1978         2/5/2012         100889 - 86,000.00         M           112         9/6/1955         2/17/2013         10052 - 74,000.00         F           113         10/20/1971         2/17/2013         100629 - 74,000.00         M           115         5/17/1957         12/26/2011         100108 - 74,000.00         M           116         8/29/1959         2/						
103   2/20/1951   12/26/2011   100785   79,000.00   F     104   4/20/1990   2/17/2013   100074   64,000.00   M     105   4/5/1982   11/25/2012   100271   46,000.00   M     106   4/19/1963   12/26/2011   102091   78,000.00   F     107   6/2/1971   12/25/2011   100317   75,000.00   M     108   3/26/1961   2/17/2013   100642   49,000.00   M     109   1/24/1982   12/26/2011   100839   32,000.00   M     110   8/25/1983   2/17/2013   100861   47,000.00   F     111   10/29/1978   2/5/2012   100898   86,000.00   M     112   9/6/1955   2/17/2013   100751   50,000.00   M     113   10/20/1971   2/17/2013   100252   74,000.00   F     114   6/15/1963   2/17/2013   100252   74,000.00   M     115   5/17/1957   12/26/2011   100108   64,000.00   M     116   8/29/1959   2/17/2013   100192   72,000.00   M     117   5/27/1960   2/17/2013   100297   104,000.00   F     118   2/3/1984   8/19/2012   100186   49,000.00   M     119   4/23/1951   2/17/2013   100652   51,000.00   M     120   4/3/1969   12/27/2009   100431   50,000.00   M     121   2/11/1963   2/17/2013   100815   79,000.00   M     122   8/31/1965   2/17/2013   100398   87,000.00   F     123   9/16/1970   2/17/2013   100398   87,000.00   F     124   6/1/1968   2/17/2013   100398   87,000.00   F     125   3/3/1976   2/17/2013   100395   72,000.00   M     126   12/14/1968   2/17/2013   100345   72,000.00   M     127   8/1/1964   2/17/2013   100345   72,000.00   M     128   1/30/1981   12/26/2011   100142   70,000.00   M     129   8/29/1973   12/26/2011   100142   70,000.00   F     130   7/5/1980   10/28/2012   100955   64,000.00   F     131   11/15/1979   12/26/2011   100460   63,000.00   F     133   7/12/1970   12/26/2011   100460   63,000.00   F     134   7/14/1979   12/26/2011   100606   47,000.00   M     135   2/2/1986   8/19/2012   100673   49,000.00   M						
104         4/20/1990         2/17/2013         100074         64,000.00         M           105         4/5/1982         11/25/2012         100271         46,000.00         M           106         4/19/1963         12/26/2011         102091         78,000.00         F           107         6/2/1971         12/25/2011         100317         75,000.00         M           108         3/26/1961         2/17/2013         100642         49,000.00         M           109         1/24/1982         12/26/2011         100839         32,000.00         M           110         8/25/1983         2/17/2013         100861         47,000.00         F           112         9/6/1955         2/17/2013         100861         47,000.00         M           112         9/6/1955         2/17/2013         100525         74,000.00         M           113         10/20/1971         2/17/2013         100629         46,000.00         M           115         5/17/1957         12/26/2011         100108         64,000.00         M           116         8/29/1959         2/17/2013         100192         72,000.00         M           117         5/27/1960         2/17/		10.00				
105         4/5/1982         11/25/2012         100271         46,000.00         M           106         4/19/1963         12/26/2011         102091         78,000.00         F           107         6/2/1971         12/25/2011         100317         75,000.00         M           108         3/26/1961         2/17/2013         100642         49,000.00         M           109         1/24/1982         12/26/2011         100839         32,000.00         M           110         8/25/1983         2/17/2013         100861         47,000.00         F           111         10/29/1978         2/5/2012         100898         86,000.00         M           112         9/6/1955         2/17/2013         100751         50,000.00         M           112         9/6/1955         2/17/2013         100252         74,000.00         F           114         6/15/1963         2/17/2013         100292         46,000.00         M           115         5/17/1957         12/26/2011         100108         64,000.00         M           117         5/27/1960         2/17/2013         10092         72,000.00         M           118         2/3/1984         8/19/201						
106         4/19/1963         12/26/2011         102091 - 78,000.00         F           107         6/2/1971         12/25/2011         100317 - 75,000.00         M           108         3/26/1961         2/17/2013         100642 - 49,000.00         M           109         1/24/1982         12/26/2011         100839 - 32,000.00         M           110         8/25/1983         2/17/2013         100861 - 47,000.00         F           111         10/29/1978         2/5/2012         100898 - 86,000.00         M           112         9/6/1955         2/17/2013         100751 - 50,000.00         M           113         10/20/1971         2/17/2013         100252 - 74,000.00         F           114         6/15/1963         2/17/2013         100629 - 46,000.00         M           115         5/17/1957         12/26/2011         100108 - 64,000.00         M           116         8/29/1959         2/17/2013         100297 - 104,000.00         F           118         2/3/1960         2/17/2013         100652 - 1000.00         M           119         4/23/1951         2/17/2013         100652 - 1000.00         M           120         4/3/1969         12/27/2009         100431 - 50,						
107         6/2/1971         12/25/2011         100317 - 75,000.00         M           108         3/26/1961         2/17/2013         100642 - 49,000.00         M           109         1/24/1982         12/26/2011         100839 - 32,000.00         M           110         8/25/1983         2/17/2013         100861 - 47,000.00         F           111         10/29/1978         2/5/2012         100898 - 86,000.00         M           112         9/6/1955         2/17/2013         100751 - 50,000.00         M           113         10/20/1971         2/17/2013         100252 - 74,000.00         F           114         6/15/1963         2/17/2013         100629 - 46,000.00         M           115         5/17/1957         12/26/2011         10108 - 64,000.00         M           116         8/29/1959         2/17/2013         100192 - 72,000.00         M           117         5/27/1960         2/17/2013         10097 - 104,000.00         F           118         2/3/1984         8/19/2012         100186 - 49,000.00         M           120         4/3/1969         12/27/2009         100431 - 50,000.00         M           121         2/11/1963         2/17/2013         100815 - 79		2 2				
108         3/26/1961         2/17/2013         100642 - 100839 - 32,000.00         M           109         1/24/1982         12/26/2011         100839 - 32,000.00         M           110         8/25/1983         2/17/2013         100861 - 47,000.00         F           111         10/29/1978         2/5/2012         100898 - 86,000.00         M           112         9/6/1955         2/17/2013         100751 - 50,000.00         M           113         10/20/1971         2/17/2013         100252 - 74,000.00         F           114         6/15/1963         2/17/2013         100629 - 46,000.00         M           115         5/17/1957         12/26/2011         100108 - 64,000.00         M           116         8/29/1959         2/17/2013         10092 - 72,000.00         M           117         5/27/1960         2/17/2013         10097 - 104,000.00         F           118         2/3/1984         8/19/2012         100186 - 49,000.00         M           119         4/23/1951         2/17/2013         100652 - 51,000.00         M           120         4/3/1969         12/27/2009         100431 - 50,000.00         M           121         2/11/1963         2/17/2013         10						
109         1/24/1982         12/26/2011         100839 - 32,000.00         M           110         8/25/1983         2/17/2013         100861 - 47,000.00         F           111         10/29/1978         2/5/2012         100898 - 86,000.00         M           112         9/6/1955         2/17/2013         100751 - 50,000.00         M           113         10/20/1971         2/17/2013         100252 - 74,000.00         F           114         6/15/1963         2/17/2013         100629 - 46,000.00         M           115         5/17/1957         12/26/2011         100108 - 64,000.00         M           116         8/29/1959         2/17/2013         100192 - 72,000.00         M           117         5/27/1960         2/17/2013         100192 - 72,000.00         M           118         2/3/1984         8/19/2012         100186 - 49,000.00         M           119         4/23/1951         2/17/2013         100652 - 51,000.00         M           120         4/3/1969         12/27/2009         100431 - 50,000.00         M           121         2/11/1963         2/17/2013         100652 - 51,000.00         M           122         8/31/1965         2/17/2013         100398 - 8		100 0	20 00			
110         8/25/1983         2/17/2013         100861 - 47,000.00         F           111         10/29/1978         2/5/2012         100898 - 86,000.00         M           112         9/6/1955         2/17/2013         100751 - 50,000.00         M           113         10/20/1971         2/17/2013         100252 - 74,000.00         F           114         6/15/1963         2/17/2013         100629 - 46,000.00         M           115         5/17/1957         12/26/2011         100108 - 64,000.00         M           116         8/29/1959         2/17/2013         100192 - 72,000.00         M           117         5/27/1960         2/17/2013         100192 - 72,000.00         M           118         2/3/1984         8/19/2012         100186 - 49,000.00         M           119         4/23/1951         2/17/2013         100652 - 51,000.00         M           120         4/3/1969         12/27/2009         100431 - 50,000.00         M           121         2/11/1963         2/17/2013         100431 - 79,000.00         M           122         8/31/1965         2/17/2013         100398 - 87,000.00         F           123         9/16/1970         2/17/2013         10063 - 65,						
111         10/29/1978         2/5/2012         100898 - 30,000.00         M           112         9/6/1955         2/17/2013         100751 - 50,000.00         M           113         10/20/1971         2/17/2013         100252 - 74,000.00         F           114         6/15/1963         2/17/2013         100629 - 46,000.00         M           115         5/17/1957         12/26/2011         100108 - 64,000.00         M           116         8/29/1959         2/17/2013         100192 - 72,000.00         M           117         5/27/1960         2/17/2013         102097 - 104,000.00         F           118         2/3/1984         8/19/2012         100186 - 49,000.00         M           119         4/23/1951         2/17/2013         100652 - 51,000.00         M           120         4/3/1969         12/27/2009         100431 - 50,000.00         M           121         2/11/1963         2/17/2013         100815 - 79,000.00         M           122         8/31/1965         2/17/2013         100163 - 65,000.00         F           123         9/16/1970         2/17/2013         100163 - 65,000.00         M           124         6/1/1962         2/17/2013         100345 - 72						
112         9/6/1955         2/17/2013         100751 -         50,000.00         M           113         10/20/1971         2/17/2013         100252 -         74,000.00         F           114         6/15/1963         2/17/2013         100629 -         46,000.00         M           115         5/17/1957         12/26/2011         100108 -         64,000.00         M           116         8/29/1959         2/17/2013         100192 -         72,000.00         M           117         5/27/1960         2/17/2013         102097 -         104,000.00         F           118         2/3/1984         8/19/2012         100186 -         49,000.00         M           119         4/23/1951         2/17/2013         100652 -         51,000.00         M           120         4/3/1969         12/27/2009         100431 -         50,000.00         M           121         2/11/1963         2/17/2013         100815 -         79,000.00         M           122         8/31/1965         2/17/2013         100163 -         65,000.00         M           123         9/16/1970         2/17/2013         100345 -         72,000.00         M           124         6/1/1962<						
113         10/20/1971         2/17/2013         100252 -         74,000.00         F           114         6/15/1963         2/17/2013         100629 -         46,000.00         M           115         5/17/1957         12/26/2011         100108 -         64,000.00         M           116         8/29/1959         2/17/2013         100192 -         72,000.00         M           117         5/27/1960         2/17/2013         102097 -         104,000.00         F           118         2/3/1984         8/19/2012         100186 -         49,000.00         M           119         4/23/1951         2/17/2013         100652 -         51,000.00         M           120         4/3/1969         12/27/2009         100431 -         50,000.00         M           121         2/11/1963         2/17/2013         100815 -         79,000.00         M           122         8/31/1965         2/17/2013         100398 -         87,000.00         F           123         9/16/1970         2/17/2013         100163 -         65,000.00         M           124         6/1/1962         2/17/2013         100345 -         72,000.00         M           126         12/14/196						
114         6/15/1963         2/17/2013         100629 -         46,000.00         M           115         5/17/1957         12/26/2011         100108 -         64,000.00         M           116         8/29/1959         2/17/2013         100192 -         72,000.00         M           117         5/27/1960         2/17/2013         102097 -         104,000.00         F           118         2/3/1984         8/19/2012         100186 -         49,000.00         M           119         4/23/1951         2/17/2013         100652 -         51,000.00         M           120         4/3/1969         12/27/2009         100431 -         50,000.00         M           121         2/11/1963         2/17/2013         100815 -         79,000.00         M           122         8/31/1965         2/17/2013         100398 -         87,000.00         F           123         9/16/1970         2/17/2013         100163 -         65,000.00         M           124         6/1/1962         2/17/2013         100345 -         72,000.00         M           125         3/3/1976         12/26/2011         102067 -         64,000.00         F           126         12/14/1968						
115         5/17/1957         12/26/2011         100108 -         64,000.00         M           116         8/29/1959         2/17/2013         100192 -         72,000.00         M           117         5/27/1960         2/17/2013         102097 -         104,000.00         F           118         2/3/1984         8/19/2012         100186 -         49,000.00         M           119         4/23/1951         2/17/2013         100652 -         51,000.00         M           120         4/3/1969         12/27/2009         100431 -         50,000.00         M           121         2/11/1963         2/17/2013         100398 -         87,000.00         F           122         8/31/1965         2/17/2013         100163 -         65,000.00         M           124         6/1/1962         2/17/2013         100345 -         72,000.00         M           125         3/3/1976         12/26/2011         102180 -         46,000.00         F           126         12/14/1968         2/17/2013         100067 -         64,000.00         M           129         8/29/1973         12/26/2011         100142 -         70,000.00         M           130         7/5/1980						
116         8/29/1959         2/17/2013         100192 -         72,000.00         M           117         5/27/1960         2/17/2013         102097 -         104,000.00         F           118         2/3/1984         8/19/2012         100186 -         49,000.00         M           119         4/23/1951         2/17/2013         100652 -         51,000.00         M           120         4/3/1969         12/27/2009         100431 -         50,000.00         M           121         2/11/1963         2/17/2013         100815 -         79,000.00         M           122         8/31/1965         2/17/2013         100398 -         87,000.00         F           123         9/16/1970         2/17/2013         100163 -         65,000.00         M           124         6/1/1962         2/17/2013         100345 -         72,000.00         M           125         3/3/1976         12/26/2011         10067 -         64,000.00         F           126         12/14/1968         2/17/2013         10067 -         64,000.00         M           129         8/29/1973         12/26/2011         100050 -         64,000.00         M           130         7/5/1980 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
117         5/27/1960         2/17/2013         102097 - 104,000.00         F           118         2/3/1984         8/19/2012         100186 - 100186 - 49,000.00         M           119         4/23/1951         2/17/2013         100652 - 51,000.00         M           120         4/3/1969         12/27/2009         100431 - 50,000.00         M           121         2/11/1963         2/17/2013         100815 - 79,000.00         M           122         8/31/1965         2/17/2013         100398 - 87,000.00         F           123         9/16/1970         2/17/2013         100163 - 65,000.00         M           124         6/1/1962         2/17/2013         100345 - 72,000.00         M           125         3/3/1976         12/26/2011         102180 - 64,000.00         F           126         12/14/1968         2/17/2013         100067 - 64,000.00         M           127         8/1/1964         2/17/2013         100067 - 64,000.00         M           129         8/29/1973         12/26/2011         10042 - 70,000.00         M           130         7/5/1980         10/28/2012         102095 - 64,000.00         F           131         11/15/1979         12/26/2011         1						
118       2/3/1984       8/19/2012       100186 -       49,000.00       M         119       4/23/1951       2/17/2013       100652 -       51,000.00       M         120       4/3/1969       12/27/2009       100431 -       50,000.00       M         121       2/11/1963       2/17/2013       100815 -       79,000.00       M         122       8/31/1965       2/17/2013       100398 -       87,000.00       F         123       9/16/1970       2/17/2013       100163 -       65,000.00       M         124       6/1/1962       2/17/2013       100345 -       72,000.00       M         125       3/3/1976       12/26/2011       102180 -       46,000.00       F         126       12/14/1968       2/17/2013       100067 -       64,000.00       M         127       8/1/1964       2/17/2013       102043 -       70,000.00       M         128       1/30/1981       12/26/2011       100142 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100692 -       49,000.00       F         133						
119       4/23/1951       2/17/2013       100652 -       51,000.00       M         120       4/3/1969       12/27/2009       100431 -       50,000.00       M         121       2/11/1963       2/17/2013       100815 -       79,000.00       M         122       8/31/1965       2/17/2013       100398 -       87,000.00       F         123       9/16/1970       2/17/2013       100163 -       65,000.00       M         124       6/1/1962       2/17/2013       100345 -       72,000.00       M         125       3/3/1976       12/26/2011       102180 -       46,000.00       F         126       12/14/1968       2/17/2013       10067 -       64,000.00       M         127       8/1/1964       2/17/2013       102043 -       70,000.00       M         128       1/30/1981       12/26/2011       10050 -       64,000.00       M         129       8/29/1973       12/26/2011       10042 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100602 -       49,000.00       F         133						
120       4/3/1969       12/27/2009       100431 -       50,000.00       M         121       2/11/1963       2/17/2013       100815 -       79,000.00       M         122       8/31/1965       2/17/2013       100398 -       87,000.00       F         123       9/16/1970       2/17/2013       100163 -       65,000.00       M         124       6/1/1962       2/17/2013       100345 -       72,000.00       M         125       3/3/1976       12/26/2011       102180 -       46,000.00       F         126       12/14/1968       2/17/2013       102043 -       70,000.00       M         127       8/1/1964       2/17/2013       102043 -       70,000.00       M         128       1/30/1981       12/26/2011       100050 -       64,000.00       M         129       8/29/1973       12/26/2011       100142 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100692 -       49,000.00       F         133       7/12/1970       12/26/2011       102046 -       70,000.00       M         134						
121       2/11/1963       2/17/2013       100815 -       79,000.00       M         122       8/31/1965       2/17/2013       100398 -       87,000.00       F         123       9/16/1970       2/17/2013       100163 -       65,000.00       M         124       6/1/1962       2/17/2013       100345 -       72,000.00       M         125       3/3/1976       12/26/2011       102180 -       46,000.00       F         126       12/14/1968       2/17/2013       100067 -       64,000.00       M         127       8/1/1964       2/17/2013       102043 -       70,000.00       M         128       1/30/1981       12/26/2011       100050 -       64,000.00       M         129       8/29/1973       12/26/2011       100142 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100692 -       49,000.00       F         133       7/12/1970       12/26/2011       100460 -       63,000.00       F         134       7/14/1979       12/26/2011       100606 -       47,000.00       M         135	119					
122       8/31/1965       2/17/2013       100398 -       87,000.00       F         123       9/16/1970       2/17/2013       100163 -       65,000.00       M         124       6/1/1962       2/17/2013       100345 -       72,000.00       M         125       3/3/1976       12/26/2011       102180 -       46,000.00       F         126       12/14/1968       2/17/2013       100067 -       64,000.00       M         127       8/1/1964       2/17/2013       102043 -       70,000.00       M         128       1/30/1981       12/26/2011       100050 -       64,000.00       M         129       8/29/1973       12/26/2011       100142 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100692 -       49,000.00       F         133       7/12/1970       12/26/2011       102046 -       70,000.00       M         134       7/14/1979       12/26/2011       100606 -       47,000.00       M         135       2/2/1986       8/19/2012       100873 -       49,000.00       M						
123       9/16/1970       2/17/2013       100163 -       65,000.00       M         124       6/1/1962       2/17/2013       100345 -       72,000.00       M         125       3/3/1976       12/26/2011       102180 -       46,000.00       F         126       12/14/1968       2/17/2013       100067 -       64,000.00       M         127       8/1964       2/17/2013       102043 -       70,000.00       M         128       1/30/1981       12/26/2011       100050 -       64,000.00       M         129       8/29/1973       12/26/2011       100142 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100692 -       49,000.00       F         133       7/12/1970       12/26/2011       100460 -       63,000.00       F         134       7/14/1979       12/26/2011       100606 -       70,000.00       M         135       2/2/1986       8/19/2012       100873 -       49,000.00       M		22 22				
124       6/1/1962       2/17/2013       100345 -       72,000.00       M         125       3/3/1976       12/26/2011       102180 -       46,000.00       F         126       12/14/1968       2/17/2013       100067 -       64,000.00       M         127       8/1/1964       2/17/2013       102043 -       70,000.00       M         128       1/30/1981       12/26/2011       100050 -       64,000.00       M         129       8/29/1973       12/26/2011       100142 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100692 -       49,000.00       F         132       11/13/1972       12/26/2011       100460 -       63,000.00       F         133       7/12/1970       12/26/2011       100606 -       70,000.00       M         134       7/14/1979       12/26/2011       100606 -       47,000.00       M         135       2/2/1986       8/19/2012       100873 -       49,000.00       M						
125       3/3/1976       12/26/2011       102180 -       46,000.00       F         126       12/14/1968       2/17/2013       100067 -       64,000.00       M         127       8/1/1964       2/17/2013       102043 -       70,000.00       M         128       1/30/1981       12/26/2011       100050 -       64,000.00       M         129       8/29/1973       12/26/2011       100142 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100692 -       49,000.00       F         132       11/13/1972       12/26/2011       100460 -       63,000.00       F         133       7/12/1970       12/26/2011       1002046 -       70,000.00       M         134       7/14/1979       12/26/2011       100606 -       47,000.00       M         135       2/2/1986       8/19/2012       100873 -       49,000.00       M						
126       12/14/1968       2/17/2013       100067 -       64,000.00       M         127       8/1/1964       2/17/2013       102043 -       70,000.00       M         128       1/30/1981       12/26/2011       100050 -       64,000.00       M         129       8/29/1973       12/26/2011       100142 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100692 -       49,000.00       F         132       11/13/1972       12/26/2011       100460 -       63,000.00       F         133       7/12/1970       12/26/2011       100606 -       70,000.00       M         134       7/14/1979       12/26/2011       100606 -       47,000.00       M         135       2/2/1986       8/19/2012       100873 -       49,000.00       M						
127       8/1/1964       2/17/2013       102043 -       70,000.00       M         128       1/30/1981       12/26/2011       100050 -       64,000.00       M         129       8/29/1973       12/26/2011       100142 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100692 -       49,000.00       F         132       11/13/1972       12/26/2011       100460 -       63,000.00       F         133       7/12/1970       12/26/2011       102046 -       70,000.00       M         134       7/14/1979       12/26/2011       100606 -       47,000.00       M         135       2/2/1986       8/19/2012       100873 -       49,000.00       M		2 %				
128       1/30/1981       12/26/2011       100050 -       64,000.00       M         129       8/29/1973       12/26/2011       100142 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100692 -       49,000.00       F         132       11/13/1972       12/26/2011       100460 -       63,000.00       F         133       7/12/1970       12/26/2011       102046 -       70,000.00       M         134       7/14/1979       12/26/2011       100606 -       47,000.00       M         135       2/2/1986       8/19/2012       100873 -       49,000.00       M						
129       8/29/1973       12/26/2011       100142 -       70,000.00       M         130       7/5/1980       10/28/2012       102095 -       64,000.00       F         131       11/15/1979       2/17/2013       100692 -       49,000.00       F         132       11/13/1972       12/26/2011       100460 -       63,000.00       F         133       7/12/1970       12/26/2011       102046 -       70,000.00       M         134       7/14/1979       12/26/2011       100606 -       47,000.00       M         135       2/2/1986       8/19/2012       100873 -       49,000.00       M						
130     7/5/1980     10/28/2012     102095 -     64,000.00     F       131     11/15/1979     2/17/2013     100692 -     49,000.00     F       132     11/13/1972     12/26/2011     100460 -     63,000.00     F       133     7/12/1970     12/26/2011     102046 -     70,000.00     M       134     7/14/1979     12/26/2011     100606 -     47,000.00     M       135     2/2/1986     8/19/2012     100873 -     49,000.00     M						
131     11/15/1979     2/17/2013     100692 -     49,000.00     F       132     11/13/1972     12/26/2011     100460 -     63,000.00     F       133     7/12/1970     12/26/2011     102046 -     70,000.00     M       134     7/14/1979     12/26/2011     100606 -     47,000.00     M       135     2/2/1986     8/19/2012     100873 -     49,000.00     M						~ ~
132     11/13/1972     12/26/2011     100460 -     63,000.00     F       133     7/12/1970     12/26/2011     102046 -     70,000.00     M       134     7/14/1979     12/26/2011     100606 -     47,000.00     M       135     2/2/1986     8/19/2012     100873 -     49,000.00     M		0.00				
133     7/12/1970     12/26/2011     102046 -     70,000.00     M       134     7/14/1979     12/26/2011     100606 -     47,000.00     M       135     2/2/1986     8/19/2012     100873 -     49,000.00     M						
134 7/14/1979 12/26/2011 100606 - 47,000.00 M 135 2/2/1986 8/19/2012 100873 - 49,000.00 M						
135 2/2/1986 8/19/2012 100873 - 49,000.00 M						
136 10/28/1983 2/17/2013 100668 - 47,000.00 F					2	
	136	10/28/1983	2/17/2013	100668 -	47,000.00	F

407	10/12/1982	2/17/2013	100529 -	46,000.00	М
137	4/1/1986	12/26/2011	100329 -		M
138				54,000.00	
139	6/12/1961	12/26/2011	100800 -	32,000.00	F
140	12/11/1973	2/17/2013	100891 -	49,000.00	М
141	4/18/1981	12/26/2011	100095 -	64,000.00	М
142	8/12/1976	2/17/2013	100136 -	65,000.00	М
143	6/16/1967	5/21/2006	102048 -	70,000.00	М
144	12/26/1960	2/17/2013	100235 -	86,000.00	М
145	1/17/1960	2/17/2013	100616 -	50,000.00	М
146	9/15/1963	2/17/2013	100575 -	56,000.00	М
147	9/9/1976	2/17/2013	102055 -	79,000.00	М
148	8/22/1956	2/17/2013	102093 -	52,000.00	F
149	12/29/1953	2/17/2013	100523 -	84,000.00	М
150	5/3/1963	12/26/2011	100058 -	64,000.00	F
151	5/22/1970	2/17/2013	100459 -	55,000.00	F
152	7/28/1953	2/17/2013	100723 -	67,000.00	F
153	8/4/1978	12/26/2011	100229 -	56,000.00	М
154	3/3/1957	12/26/2011	100486 -	54,000.00	F
155	3/13/1981	12/25/2011	100821 -	65,000.00	М
156	5/24/1959	2/17/2013	100001 -	143,000.00	М
157	11/25/1971	2/17/2013	100458 -	63,000.00	F
158	9/16/1970	2/17/2013	100725 -	53,000.00	М
159	2/3/1960	2/17/2013	100179 -	65,000.00	М
160	4/15/1975	2/17/2013	100450 -	69,000.00	М
161	1/23/1982	12/26/2011	100588 -	76,000.00	F
162	8/10/1981	5/13/2012	102172 -	58,000.00	F
163	10/5/1949	12/26/2011	100059 -	64,000.00	М
164	3/19/1956	2/17/2013	100270 -	72,000.00	М
165	6/6/1977	2/17/2013	100464 -	49,000.00	F
166	4/5/1961	12/26/2011	102166 -	42,000.00	F
167	10/25/1968	2/17/2013	100076 -	64,000.00	М
168	9/20/1953	2/17/2013	100363 -	110,000.00	М
169	10/22/1952	2/17/2013	100426 -	50,000.00	М
170	4/16/1968	2/17/2013	102044 -	70,000.00	М
171	1/17/1971	2/17/2013	100673 -	50,000.00	F
172	9/23/1984	9/30/2012	100814 -	49,000.00	F
173	3/11/1983	2/17/2013	102158 -	49,000.00	М
174	11/4/1979	11/25/2012	102109 -	49,000.00	F
175	5/31/1957	12/26/2011	100018 -	42,000.00	F
176	4/27/1953	2/17/2013	100265 -	42,000.00	F
177	5/11/1960	2/17/2013	102031 -	54,000.00	М
178	4/14/1957	2/17/2013	100753 -	50,000.00	М
179	1/19/1976	12/26/2011	100806 -	39,000.00	M
180	10/7/1971	12/25/2011	100644 -	51,000.00	М
181	1/17/1957	2/17/2013	102129 -	106,000.00	М
182	8/19/1968	2/17/2013	100061 -	64,000.00	M
183	10/17/1970	2/17/2013	100887 -	49,000.00	M
100	,,	7-7-200		.5/55500	

404	6/7/1072	12/29/2009	100526 -	70,000,00	F
184	6/7/1973	12/28/2008	100326 -	70,000.00	F
185	11/15/1959	2/17/2013		46,000.00	
186	4/10/1954	2/17/2013	100775 -	58,000.00	M
187	8/30/1978	2/17/2013	102089 -	64,000.00	M
188	2/21/1950	2/17/2013	100752 -	50,000.00	М
189	6/18/1965	2/17/2013	102081 -	65,000.00	М
190	7/19/1980	2/17/2013	100827 -	59,000.00	М
191	3/22/1981	2/17/2013	100071 -	58,000.00	F
192	11/10/1953	2/17/2013	100609 -	47,000.00	М
193	7/26/1966	2/17/2013	100506 -	49,000.00	F
194	6/19/1954	2/17/2013	100721 -	79,000.00	М
195	1/31/1961	12/25/2011	100648 -	51,000.00	М
196	7/19/1968	12/26/2011	100126 -	64,000.00	М
197	4/5/1975	2/17/2013	100164 -	59,000.00	М
198	4/9/1954	2/17/2013	100780 -	51,000.00	М
199	1/5/1966	2/17/2013	100741 -	44,000.00	М
200	3/29/1964	2/17/2013	102152 -	38,000.00	F
201	4/21/1950	2/17/2013	100798 -	32,000.00	М
202	1/6/1990	4/14/2013	100558 -	64,000.00	М
203	3/20/1960	2/17/2013	100052 -	64,000.00	М
204	12/28/1969	2/17/2013	100643 -	51,000.00	М
205	10/17/1980	2/17/2013	100682 -	39,000.00	F
206	8/20/1960	12/26/2011	102146 -	53,000.00	F
207	8/9/1957	2/17/2013	100090 -	97,000.00	М
208	8/29/1959	2/17/2013	100639 -	46,000.00	М
209	10/23/1951	12/25/2011	100604 -	47,000.00	М
210	9/7/1960	2/17/2013	100298 -	94,000.00	М
211	12/31/1964	2/17/2013	100481 -	56,000.00	М
212	12/18/1951	2/17/2013	100684 -	50,000.00	F
213	8/30/1961	2/17/2013	100645 -	51,000.00	М
214	2/9/1970	2/17/2013	100535 -	86,000.00	М
215	11/1/1954	12/26/2011	100538 -	88,000.00	М
216	12/12/1955	12/26/2011	100631 -	46,000.00	М
217	9/12/1983	8/19/2012	102070 -	49,000.00	М
218	12/19/1958	12/26/2011	100799 -	32,000.00	М
219	2/7/1982	12/26/2011	100498 -	43,000.00	М
220	3/5/1954	12/26/2011	100574 -	52,000.00	F
221	3/8/1974	12/26/2011	102080 -	65,000.00	М
222	2/12/1968	2/17/2013	100612 -	47,000.00	М
223	7/4/1955	2/17/2013	100474 -	46,000.00	М
224	9/16/1966	2/17/2013	100045 -	76,000.00	М
225	6/25/1952	2/17/2013	100028 -	107,000.00	F
225	7/1/1965	2/17/2013	100168 -	59,000.00	М
227	3/30/1978	2/17/2013	100103	64,000.00	M
	11/8/1952	2/17/2013	100470 -	52,000.00	F
228	11/17/1968	12/26/2011	1001/3	72,000.00	M
229	8/28/1973	2/17/2013	100509 -	44,000.00	F
230	0, 20, 1373	2,17,2013	100000	11,000.00	

	4/2/1251	2/17/22/2			
231	4/2/1961	2/17/2013	100890 -	59,000.00	M
232	1/20/1986	2/17/2013	100783 -	36,000.00	F
233	10/26/1947	12/26/2011	100632 -	30,000.00	F
234	1/22/1977	2/17/2013	102074 -	65,000.00	М
235	12/5/1949	2/17/2013	100496 -	72,000.00	М
236	5/10/1979	12/26/2011	100788 -	54,000.00	М
237	8/27/1974	2/17/2013	100027 -	74,000.00	М
238	7/9/1968	12/26/2011	100048 -	64,000.00	М
239	3/10/1970	2/17/2013	100883 -	56,000.00	М
240	10/4/1980	2/17/2013	102162 -	32,000.00	М
241	1/18/1953	12/26/2011	100438 -	91,000.00	F
242	6/21/1964	2/17/2013	100456 -	63,000.00	М
243	4/24/1969	2/17/2013	100767 -	51,000.00	М
244	10/26/1966	2/17/2013	102168 -	54,000.00	М
245	10/20/1963	2/17/2013	102036 -	45,000.00	F
246	12/1/1956	12/26/2011	100867 -	72,000.00	М
247	12/6/1963	2/17/2013	102170 -	58,000.00	М
248	4/16/1970	12/26/2011	100144 -	65,000.00	М
249	12/30/1959	12/27/2009	100636 -	46,000.00	F
250	5/24/1961	2/17/2013	100812 -	64,000.00	М
251	5/16/1986	2/17/2013	102157 -	46,000.00	М
252	1/21/1960	2/17/2013	100424 -	56,000.00	F
253	9/29/1956	12/25/2011	100515 -	62,000.00	F
254	11/18/1966	2/17/2013	100739 -	49,000.00	М
255	1/1/1956	2/17/2013	100103 -	64,000.00	М
256	9/19/1986	2/17/2013	100388 -	45,000.00	F
257	8/29/1974	2/17/2013	100548 -	86,000.00	М
258	4/16/1983	5/21/2006	100085 -	64,000.00	M
259	10/28/1980	2/17/2013	100614 -	43,000.00	М
260	3/30/1979	12/26/2011	100736 -	54,000.00	F
261	4/3/1980	12/26/2011	102037 -	46,000.00	F
262	12/22/1969	2/17/2013	100869 -	65,000.00	М
263	4/6/1968	12/27/2009	100619 -	52,000.00	М
264	7/6/1951	2/17/2013	102059 -	58,000.00	М
265	6/19/1953	2/17/2013	100518 -	79,000.00	М
266	8/18/1972	12/26/2011	100630 -	46,000.00	М
267	7/7/1971	12/26/2011	100134 -	59,000.00	М
268	4/8/1969	2/17/2013	100795 -	43,000.00	F
269	12/12/1948	12/26/2011	100353 -	84,000.00	М
270	8/1/1975	2/17/2013	100746 -	50,000.00	М
271	2/24/1986	12/26/2011	102187 -	51,000.00	М
272	3/28/1979	12/26/2011	100150 -	59,000.00	М
273	4/25/1972	2/17/2013	100695 -	42,000.00	F
274	4/9/1966	2/17/2013	100092 -	64,000.00	М
275	9/6/1955	12/26/2011	100592 -	44,000.00	F
276	9/2/1961	12/26/2011	100640 -	46,000.00	М
277	7/14/1955	2/17/2013	100416 -	53,000.00	M

	4/2/1070	12/26/2011	100760	40,000,00	
278	4/3/1978	12/26/2011	100760 -	49,000.00	F
279	3/2/1960	2/17/2013	102141 -	52,000.00	F
280	8/9/1973	2/17/2013	100068 -	64,000.00	М
281	1/5/1958	2/17/2013	100469 -	79,000.00	М
282	2/12/1952	2/17/2013	100595 -	47,000.00	M -
283	12/3/1982	2/17/2013	100698 -	42,000.00	F
284	3/4/1965	12/25/2011	100169 -	65,000.00	М
285	11/14/1986	12/26/2011	102159 -	49,000.00	М
286	10/17/1962	2/17/2013	100457 -	63,000.00	М
287	8/28/1958	2/17/2013	100871 -	65,000.00	М
288	3/22/1956	12/26/2011	100562 -	94,000.00	F
289	6/20/1951	2/17/2013	100641 -	52,000.00	М
290	9/15/1971	2/17/2013	100086 -	64,000.00	F
291	7/29/1972	2/17/2013	100165 -	65,000.00	М
292	1/3/1968	12/26/2011	100894 -	58,000.00	F
293	2/11/1971	2/17/2013	102028 -	69,000.00	М
294	3/25/1983	12/26/2011	100055 -	64,000.00	М
295	2/9/1954	2/17/2013	100292 -	109,000.00	F
296	11/30/1948	2/17/2013	102025 -	43,000.00	F
297	11/10/1964	2/17/2013	100649 -	51,000.00	M
298	12/18/1968	12/26/2011	100182 -	65,000.00	М
299	11/10/1953	12/28/2008	100899 -	71,000.00	М
300	8/31/1973	2/17/2013	100087 -	79,000.00	М
301	3/12/1957	12/26/2011	100428 -	53,000.00	М
302	1/19/1972	12/26/2011	100167 -	72,000.00	М
303	8/15/1985	2/17/2013	100790 -	47,000.00	F.
304	4/6/1981	2/17/2013	100385 -	49,000.00	М
305	4/10/1979	12/26/2011	100386 -	49,000.00	М
306	11/24/1965	2/17/2013	100226 -	79,000.00	М
307	9/30/1981	6/24/2012	100102 -	64,000.00	М
308	6/18/1981	5/27/2012	100681 -	42,000.00	F
309	2/11/1980	12/26/2011	100528 -	54,000.00	М
310	1/30/1960	12/26/2011	100824 -	74,000.00	М
311	1/3/1951	2/17/2013	100427 -	50,000.00	М
312	1/29/1950	2/17/2013	100336 -	79,000.00	М
313	10/27/1946	2/17/2013	100667 -	28,000.00	F
314	12/31/1963	2/17/2013	102142 -	79,000.00	М
315	3/10/1978	2/17/2013	102071 -	59,000.00	М
316	11/11/1957	12/26/2011	102181 -	65,000.00	М
317	12/29/1962	12/26/2011	100392 -	49,000.00	F
318	7/1/1967	2/17/2013	100436 -	58,000.00	М
319	6/18/1958	2/17/2013	102084 -	79,000.00	M
320	3/5/1959	2/17/2013	100435 -	79,000.00	F
	8/29/1956	3/31/2013	100170 -	65,000.00	М
321 322	10/17/1972	2/17/2013	102156 -	63,000.00	M
	6/5/1979	3/17/2013	102138 -	59,000.00	M
323	12/19/1962	2/17/2013	102019 -	47,000.00	F
324	12,13,1302	2,17,2013	102023	17,000.00	

225	E/27/1061	2/17/2012	100599 -	E0 000 00	М
325	5/27/1961	2/17/2013	100599 -	50,000.00	M M
326	6/28/1962	2/17/2013		72,000.00	
327	8/31/1973	2/17/2013	102173 -	64,000.00	M
328	6/7/1951	2/17/2013	100657 -	51,000.00	M
329	3/4/1972	2/17/2013	100836 -	65,000.00	M
330	6/4/1952	2/17/2013	100603 -	47,000.00	M -
331	9/19/1967	4/14/2013	100669 -	49,000.00	F
332	12/13/1953	12/26/2011	100622 -	45,000.00	M
333	5/8/1959	7/26/2009	100563 -	63,000.00	F
334	10/15/1968	2/17/2013	100503 -	72,000.00	М
335	3/22/1979	2/17/2013	100650 -	51,000.00	M
336	8/27/1969	2/17/2013	100146 -	59,000.00	F
337	2/25/1968	2/17/2013	100097 -	79,000.00	М
338	7/29/1953	12/26/2011	100073 -	51,000.00	F
339	12/4/1975	3/3/2013	102082 -	65,000.00	М
340	10/15/1987	2/17/2013	102038 -	49,000.00	М
341	9/12/1954	2/17/2013	100049 -	97,000.00	М
342	12/24/1954	2/17/2013	100745 -	50,000.00	М
343	11/2/1969	2/17/2013	100754 -	50,000.00	М
344	11/22/1977	2/3/2013	100615 -	47,000.00	М
345	10/23/1973	2/17/2013	100849 -	44,000.00	F
346	9/19/1984	12/26/2011	100805 -	39,000.00	М
347	2/27/1986	2/17/2013	100696 -	36,000.00	F
348	5/19/1978	2/17/2013	102099 -	79,000.00	М
349	3/3/1951	2/17/2013	100722 -	69,000.00	М
350	9/24/1985	12/26/2011	100485 -	49,000.00	М
351	10/9/1956	12/25/2011	100647 -	51,000.00	М
352	8/17/1977	12/26/2011	102005 -	48,000.00	М
353	9/14/1979	2/17/2013	100400 -	49,000.00	F
354	7/11/1967	2/17/2013	100822 -	72,000.00	M
355	12/13/1988	2/17/2013	102090 -	64,000.00	М
356	9/28/1960	12/26/2011	100730 -	51,000.00	М
357	11/27/1978	2/17/2013	100187 -	59,000.00	М
358	8/9/1955	2/17/2013	100816 -	53,000.00	M
359	10/14/1973	2/17/2013	100140 -	65,000.00	М
360	8/28/1973	2/17/2013	100781 -	64,000.00	М
361	6/19/1959	2/17/2013	100175 -	65,000.00	М
362	8/24/1971	2/17/2013	100177 -	59,000.00	М
363	11/18/1956	2/17/2013	100728 -	51,000.00	M
364	11/18/1976	2/17/2013	100804 -	73,000.00	М
365	12/14/1979	12/26/2011	102024 -	74,000.00	F
366	7/16/1981	2/17/2013	100796 -	63,000.00	F
367	2/10/1977	2/17/2013	102050 -	50,000.00	М
368	6/26/1966	12/25/2011	102169 -	87,000.00	F
369	10/16/1959	12/26/2011	100576 -	86,000.00	М
370	8/5/1970	2/17/2013	100403 -	49,000.00	F
371	4/12/1976	2/17/2013	102083 -	65,000.00	М
				"	

372	2/8/1965	12/26/2011	100756 -	50,000.00	М
373	11/12/1960	2/17/2013	100544 -	64,000.00	М
374	3/24/1958	12/26/2011	100002 -	119,000.00	М
375	12/3/1973	2/17/2013	100792 -	47,000.00	F
376	7/29/1985	2/17/2013	102191 -	42,000.00	М
377	5/29/1956	12/26/2011	100731 -	53,000.00	М
378	6/4/1966	2/17/2013	100550 -	72,000.00	М
379	1/21/1973	12/26/2011	102078 -	65,000.00	М
380	4/6/1955	2/17/2013	100686 -	47,000.00	F
381	8/8/1950	12/26/2011	100691 -	66,000.00	F
382	9/28/1971	2/17/2013	100172 -	59,000.00	М
383	3/5/1983	12/26/2011	100803 -	49,000.00	М
384	12/13/1984	2/17/2013	102119 -	59,000.00	М
385	8/13/1963	2/17/2013	100655 -	51,000.00	М
386	11/23/1962	2/17/2013	100755 -	50,000.00	М
387	4/9/1971	2/17/2013	100521 -	49,000.00	F
388	1/2/1973	2/17/2013	100084 -	64,000.00	М
389	5/25/1958	2/17/2013	100634 -	46,000.00	F
390	5/24/1949	12/27/2009	100926 -	32,000.00	F
391	5/15/1963	2/17/2013	100556 -	79,000.00	М
392	10/2/1988	9/30/2012	100889 -	4,000.00	М
393	2/26/1960	2/17/2013	100088 -	97,000.00	М
394	7/19/1971	12/26/2011	100770 -	52,000.00	М
395	4/17/1972	2/17/2013	100748 -	50,000.00	М
396	3/30/1954	2/17/2013	102057 -	44,000.00	F
397	1/20/1983	2/17/2013	100124 -	51,000.00	F
398	8/7/1968	2/17/2013	100807 -	48,000.00	М
399	2/16/1971	12/26/2011	100665 -	43,000.00	F
400	2/4/1981	2/17/2013	100495 -	69,000.00	М
401	7/14/1961	2/17/2013	100066 -	79,000.00	М
402	8/10/1959	2/17/2013	102063 -	47,000.00	F
403	2/14/1963	12/26/2011	102054 -	69,000.00	F
404	9/14/1965	12/26/2011	102004 -	53,000.00	М
405	1/6/1961	2/17/2013	100757 -	40,000.00	М
406	10/9/1948	2/17/2013	100704 -	60,000.00	М
407	7/15/1984	2/17/2013	102069 -	54,000.00	F
408	9/13/1981	2/17/2013	102073 -	59,000.00	М
409	9/13/1981	2/17/2013	100079 -	64,000.00	М
410	5/21/1960	2/17/2013	102143 -	51,000.00	М
411	8/16/1956	2/17/2013	100239 -	56,000.00	М
412	8/14/1975	2/17/2013	100759 -	54,000.00	М
413	6/26/1965	2/17/2013	100602 -	47,000.00	M -
414	12/7/1970	12/26/2011	102106 -	49,000.00	F
415	9/24/1962	2/17/2013	100360 -	39,000.00	M
416	1/17/1962	12/26/2011	102127 -	34,000.00	F
417	11/17/1965	2/17/2013	100880 -	46,000.00	M
418	5/21/1957	2/17/2013	100437 -	64,000.00	F

	2/6/4050	2/47/2042	100000	F2 000 00	
419	3/6/1958	2/17/2013	100009 -	52,000.00	F
420	9/23/1959	12/27/2009	100850 -	47,000.00	F
421	8/9/1958	2/17/2013	100184 -	65,000.00	М
422	10/8/1964	12/26/2011	102027 -	74,000.00	M
423	2/9/1953	5/13/2012	100473 -	41,000.00	F
424	8/21/1971	2/17/2013	102148 -	37,000.00	F
425	12/9/1976	2/17/2013	100638 -	46,000.00	M
426	8/1/1977	12/26/2011	100054 -	64,000.00	М
427	9/16/1948	2/17/2013	100840 -	50,000.00	M
428	1/1/1977	2/17/2013	100885 -	60,000.00	F
429	1/19/1960	2/17/2013	100703 -	94,000.00	F
430	9/3/1967	2/17/2013	100238 -	110,000.00	М
431	10/26/1958	2/17/2013	100078 -	64,000.00	М
432	5/21/1980	12/26/2011	102128 -	47,000.00	F
433	3/19/1988	2/17/2013	100625 -	53,000.00	М
434	1/19/1958	2/17/2013	102020 -	97,000.00	М
435	3/21/1964	12/26/2011	100467 -	66,000.00	F
436	10/21/1969	2/17/2013	100607 -	47,000.00	М
437	8/19/1963	12/28/2008	100793 -	65,000.00	F
438	12/18/1971	2/17/2013	100041 -	64,000.00	М
439	11/17/1973	12/26/2011	100139 -	59,000.00	М
440	8/27/1983	8/19/2012	100138 -	61,000.00	М
441	3/16/1956	2/17/2013	102113 -	52,000.00	F
442	7/2/1954	2/17/2013	100176 -	59,000.00	М
443	4/7/1981	2/17/2013	100747 -	47,000.00	М
444	6/22/1949	2/17/2013	102165 -	47,000.00	F
445	8/3/1989	2/17/2013	100160 -	49,000.00	М
446	8/25/1960	2/17/2013	100180 -	72,000.00	М
447	3/19/1957	2/17/2013	102087 -	64,000.00	М
448	2/18/1972	3/31/2013	100794 -	79,000.00	М
449	5/15/1980	2/17/2013	100553 -	59,000.00	М
450	5/25/1957	2/17/2013	102132 -	47,000.00	М
451	10/3/1961	12/25/2011	100797 -	32,000.00	F
452	2/19/1974	12/26/2011	100889 -	59,000.00	М
453	2/5/1976	2/17/2013	100060 -	64,000.00	М
454	7/29/1986	8/19/2012	100406 -	43,000.00	F
455	4/13/1979	2/17/2013	102075 -	62,000.00	М
456	9/28/1958	12/26/2011	102105 -	88,000.00	М
457	7/1/1965	12/26/2011	100514 -	112,000.00	F
458	2/16/1950	2/17/2013	100383 -	78,000.00	М
459	4/10/1959	12/27/2009	102064 -	70,000.00	М
460	3/30/1964	2/17/2013	100099 -	79,000.00	М
461	10/24/1972	12/26/2011	100565 -	53,000.00	F
462	5/17/1965	2/17/2013	102147 -	102,000.00	М
463	10/27/1968	2/17/2013	102023 -	40,000.00	F
464	12/25/1942	2/17/2013	100623 -	24,000.00	М
465	3/8/1981	2/17/2013	100689 -	77,000.00	М
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	1/12/1000	2/17/2012	100503	74 000 00	M
466	1/13/1980	2/17/2013	100583 -	74,000.00	М
467	8/15/1955	2/17/2013	100035 -	97,000.00	M
468	2/15/1966	2/17/2013	100463 -	49,000.00	F
469	1/20/1960	2/17/2013	100569 -	43,000.00	M -
470	6/2/1984	2/17/2013	100394 -	49,000.00	F
471	3/15/1971	3/31/2013	100697 -	42,000.00	F
472	2/23/1963	12/28/2008	100475 -	51,000.00	F
473	11/20/1975	2/17/2013	100040 -	64,000.00	М
474	8/31/1977	12/26/2011	100654 -	51,000.00	М
475	9/20/1964	2/17/2013	100662 -	43,000.00	F
476	10/21/1962	2/17/2013	100266 -	114,000.00	М
477	5/5/1979	2/17/2013	100152 -	59,000.00	М
478	2/14/1952	2/17/2013	100738 -	51,000.00	М
479	9/28/1966	2/17/2013	100765 -	50,000.00	М
480	3/5/1974	2/17/2013	100830 -	64,000.00	М
481	2/9/1969	12/27/2009	102000 -	70,000.00	М
482	11/20/1969	12/26/2011	100508 -	44,000.00	F
483	7/6/1978	12/26/2011	100742 -	50,000.00	М
484	2/15/1977	12/26/2011	100173 -	65,000.00	М
485	10/12/1949	12/26/2011	100663 -	43,000.00	F
486	8/27/1961	12/26/2011	100006 -	139,000.00	М
487	1/18/1963	2/17/2013	100855 -	52,000.00	М
488	8/18/1983	8/19/2012	102176 -	49,000.00	М
489	2/15/1951	2/17/2013	100664 -	43,000.00	F
490	2/2/1957	2/17/2013	100627 -	51,000.00	М
491	12/26/1970	2/17/2013	100557 -	64,000.00	М
492	4/2/1975	12/26/2011	102182 -	39,000.00	F
493	4/27/1977	1/6/2013	100837 -	65,000.00	М
494	1/26/1971	2/17/2013	102047 -	70,000.00	М
495	11/10/1986	9/16/2012	100478 -	64,000.00	М
496	6/10/1981	12/26/2011	102117 -	59,000.00	М
497	4/30/1970	12/26/2011	102115 -	39,000.00	М
498	6/17/1956	12/26/2011	100865 -	66,000.00	F
499	4/3/1980	12/26/2011	100559 -	49,000.00	М
500	4/16/1958	2/17/2013	100440 -	64,000.00	F
501	9/22/1975	8/19/2012	100402 -	43,000.00	F
502	4/18/1968	2/17/2013	100854 -	60,000.00	М
503	4/21/1972	12/26/2011	100069 -	79,000.00	М
504	6/24/1973	2/17/2013	100105 -	64,000.00	М
505	4/12/1969	3/21/2010	100963 -	25,000.00	F
506	5/21/1955	2/17/2013	100732 -	65,000.00	М
507	6/19/1957	2/17/2013	100773 -	52,000.00	М
508	1/6/1983	12/26/2011	100817 -	65,000.00	М
509	5/4/1959	2/17/2013	102015 -	47,000.00	F
510	8/7/1974	12/26/2011	100744 -	50,000.00	М
511	9/2/1962	2/17/2013	100207 -	79,000.00	М
512	11/22/1957	12/26/2011	100075 -	51,000.00	F
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	10/0/1077	2/17/2012	102000	47,000,00	
513	10/9/1977	2/17/2013	102008 -	43,000.00	F
514	8/17/1959	2/17/2013	102144 -	96,000.00	М
515	5/29/1969	2/17/2013	100107 -	79,000.00	M -
516	7/7/1969	4/14/2013	100694 -	49,000.00	F
517	4/25/1955	12/26/2010	100858 -	58,000.00	M
518	3/6/1960	2/17/2013	102040 -	79,000.00	М
519	4/17/1979	2/17/2013	102101 -	64,000.00	М
520	2/26/1963	12/26/2011	100782 -	51,000.00	F
521	5/5/1977	8/19/2012	102177 -	49,000.00	М
522	11/29/1964	2/17/2013	102088 -	64,000.00	F
523	11/21/1974	12/26/2011	102195 -	53,000.00	М
524	12/30/1983	2/17/2013	102103 -	64,000.00	М
525	1/15/1975	2/19/2012	102009 -	45,000.00	F
526	6/17/1965	2/17/2013	100779 -	79,000.00	М
527	11/4/1962	2/17/2013	100838 -	65,000.00	М
528	4/3/1965	12/26/2011	100016 -	56,000.00	F
529	6/23/1962	6/10/2012	102193 -	58,000.00	М
530	12/29/1972	12/26/2011	100477 -	64,000.00	М
531	9/18/1979	2/17/2013	102175 -	49,000.00	М
532	12/5/1959	2/17/2013	100743 -	50,000.00	М
533	8/20/1977	12/26/2011	100322 -	50,000.00	М
534	8/15/1985	2/17/2013	102161 -	45,000.00	F
535	4/26/1958	2/17/2013	100158 -	65,000.00	М
536	6/9/1970	2/17/2013	100888 -	64,000.00	М
537	8/26/1971	12/25/2011	100178 -	72,000.00	М
538	4/23/1954	12/25/2011	102058 -	53,000.00	F
539	6/21/1966	12/26/2011	102030 -	43,000.00	F
540	12/7/1971	2/17/2013	100688 -	77,000.00	F
541	7/16/1961	12/26/2011	100220 -	79,000.00	М
542	4/27/1961	2/17/2013	100702 -	78,000.00	М
543	11/16/1983	1/6/2013	102194 -	72,000.00	F
544	4/14/1983	12/26/2011	102111 -	64,000.00	М
545	10/17/1978	2/17/2013	102053 -	57,000.00	М
546	4/14/1980	2/17/2013	100080 -	64,000.00	М
547	4/16/1957	2/17/2013	100429 -	96,000.00	М
548	11/26/1948	2/17/2013	100196 -	119,000.00	М
549	5/25/1981	12/26/2011	102167 -	65,000.00	М
550	12/14/1980	12/26/2011	100549 -	59,000.00	М
551	6/4/1983	2/17/2013	100401 -	49,000.00	F
552	4/22/1956	2/17/2013	100010 -	84,000.00	F
553	7/19/1989	8/19/2012	100468 -	49,000.00	М
554	12/2/1960	2/17/2013	102145 -	56,000.00	М
555	9/7/1951	2/17/2013	102134 -	47,000.00	М
556	4/24/1961	2/17/2013	100594 -	41,000.00	М
557	8/18/1962	2/17/2013	102085 -	79,000.00	М
558	8/30/1969	12/25/2011	100281 -	46,000.00	М
559	6/2/1966	2/17/2013	100012 -	102,000.00	М

F. C. O.	10/16/1059	2/17/2012	100897 -	70,000,00	М
560	10/16/1958	2/17/2013	100597 -	79,000.00	F
561	12/24/1955	12/26/2010		44,000.00	
562	8/28/1955	12/26/2011	102151 -	84,000.00	M
563	7/20/1969	2/17/2013	102133 -	86,000.00	M
564	9/14/1988	4/15/2012	100809 -	35,000.00	F
565	10/12/1963	2/17/2013	100314 -	50,000.00	М
566	10/12/1971	2/17/2013	100350 -	46,000.00	M
567	9/6/1981	2/17/2013	100624 -	44,000.00	M
568	8/3/1956	2/17/2013	100610 -	47,000.00	M
569	2/1/1965	2/17/2013	100151 -	88,000.00	M
570	11/3/1979	12/26/2011	100685 -	47,000.00	F
571	1/30/1975	12/26/2011	100829 -	59,000.00	М
572	1/18/1990	2/17/2013	102171 -	55,000.00	М
573	7/31/1960	2/17/2013	100131 -	116,000.00	М
574	11/28/1969	2/17/2013	100870 -	65,000.00	М
575	12/8/1944	12/26/2011	100857 -	28,000.00	F
576	9/3/1957	4/15/2012	100453 -	80,000.00	М
577	7/11/1967	4/15/2012	100423 -	53,000.00	М
578	2/19/1961	2/17/2013	100605 -	47,000.00	М
579	3/17/1977	2/17/2013	100590 -	59,000.00	F
580	9/7/1961	12/26/2011	100678 -	50,000.00	F
581	2/10/1962	12/26/2011	100157 -	65,000.00	М
582	7/4/1972	2/17/2013	100593 -	59,000.00	М
583	12/3/1962	2/17/2013	100494 -	88,000.00	М
584	12/30/1974	2/17/2013	100893 -	59,000.00	М
585	8/18/1978	12/26/2011	100554 -	49,000.00	М
586	2/21/1954	12/26/2011	100646 -	51,000.00	М
587	9/14/1972	12/26/2011	100472 -	84,000.00	F
588	8/10/1951	2/17/2013	100683 -	47,000.00	F
589	4/18/1962	2/17/2013	100387 -	49,000.00	F
590	12/14/1956	2/17/2013	100193 -	88,000.00	М
591	9/17/1955	2/17/2013	100671 -	66,000.00	F
592	11/25/1955	2/17/2013	100633 -	46,000.00	М
593	8/23/1963	12/26/2011	102049 -	58,000.00	F
594	9/24/1956	2/17/2013	100187 -	65,000.00	М
595	5/19/1961	2/17/2013	100094 -	64,000.00	М
596	5/10/1950	2/17/2013	102051 -	60,000.00	F
597	5/16/1978	2/17/2013	100519 -	82,000.00	М
598	4/22/1958	12/26/2011	102051 -	43,000.00	F
599	1/22/1978	2/17/2013	102125 -	49,000.00	М
600	12/12/1970	2/17/2013	100125 -	64,000.00	М
601	2/10/1947	2/17/2013	100733 -	42,000.00	М
602	7/7/1978	2/17/2013	100499 -	72,000.00	F
603	11/23/1976	3/3/2013	100056 -	64,000.00	М
604	9/10/1970	2/17/2013	102104 -	64,000.00	М
605	11/28/1959	12/26/2011	100764 -	53,000.00	М
606	4/6/1974	2/17/2013	100141 -	59,000.00	М
				2	

607	8/13/1965	2/17/2013	100866 -	72,000.00	М
608	2/6/1990	12/23/2012	100399 -	49,000.00	F
609	1/19/1955	12/26/2011	100039 -	107,000.00	М
610	10/8/1955	2/17/2013	100284 -	72,000.00	М
910	10/6/1933	2/17/2013	10020+	72,000.00	141

TOTAL VOLUME

\$ 36,599,000.00

RETIREE LIFE

	GENDER	EFF DATE	AGE	BIRTHDATE
1	М	11-01-82	84	05/14/29
2	M	04-01-90	86	03/08/28
3	M	08-01-87	76	07/02/37
4	M	03-01-89	85	10/01/28
5	M	09-01-87	76	08/15/37
6	M	02-01-90	74	04/29/39
7	M	12-01-88	61	02/15/53
8	M	01-01-80	63	08/21/50
9	M	08-01-85	90	08/12/23
10	F	12-01-88	87	03/25/26
11	M	07-01-87	76	05/31/37
12	M	02-01-79	97	01/04/17
13	M	02-01-86	78	12/18/35
14	M	04-01-80	63	11/02/50
15	M	08-01-88	73	05/03/40
16	F	05-01-83	92	04/05/21
17	M	02-01-87	77	01/11/37
18	M	11-01-74	83	12/17/30
19	М	03-01-87	69	03/04/45
20	M	08-01-79	82	07/22/31
21	M	09-01-88	85	08/16/28
22	M	09-01-88	75	08/05/38
23	F	04-01-88	88	12/04/25
24	М	00-00-78	83	03/27/30
25	M	03-01-82	87	02/09/27
26	F	05-01-85	88	08/23/25
27	M	11-01-81	81	03/09/33
28	М	04-01-84	71	07/04/42

56,000.00	
Volume	

# EXHIBIT 7 - VOLUNTARY LIFE

				Employee				
				Effective	BLIFE	DEPLF	DEPLF	SPLFE
Gender	Birth Date	Hire Date	Status	Date	Volume	Volume	Premium	Volume
Male	10/13/1984	6/7/2011	Active	12/7/2011	40,000		\$0.95	50,000
Male	12/11/1959	1/22/2008	Active	10/1/2009			\$0.95	
Male	6/17/1961	6/1/2008	Active	10/1/2009			\$0.95	
Male	2/13/1954	9/10/1901	Active	10/1/2009			\$0.95	
Male	10/9/1965	7/15/1996	Active	10/1/2009	50,000		\$0.95	
Male	11/3/1968	10/2/2006	Active	10/1/2009			\$0.95	
Male	12/23/1966	3/3/2003	Active	10/1/2009			\$0.95	
Female	7/4/1964	4/26/2006	Active	10/1/2009			\$0.95	
Female	8/1/1971	6/24/1996	Active	10/1/2009			\$0.95	
Male	7/26/1972	2/2/2004	Active	10/1/2009			\$0.95	
Female	8/24/1986	3/2/2009	Active	10/1/2009			\$0.95	
Female	7/18/1959	4/1/1991	Active	10/1/2009	100,000			
Male	11/1/1983	10/2/2005	Active	10/1/2009			\$0.95	
Female	4/10/1969	12/11/2007	Active	10/1/2009			\$0.95	
Male	10/28/1971	6/23/1997	Active	10/1/2009	200,000	10,000	\$2.00	
Male	10/22/1967	4/12/2007	Active	10/1/2009			\$0.95	
Female	2/17/1962	6/1/2000	Active	10/1/2009			\$0.95	
Male	8/13/1975	3/3/2003	Active	10/1/2009			\$0.95	
Male	5/17/1966	5/13/1996	Active	10/1/2009			\$0.95	
Male	11/3/1959	1/1/1998	Active	10/1/2009	40,000	10,000	\$2.00	
Male	12/12/1962	6/18/2003	Active	10/1/2009	10,000			
Female	7/15/1974	1/12/1998	Active	10/1/2009	300,000		\$0.95	150,000
Male	1/8/1974	8/30/2007	Active	10/1/2009	50,000			20,000
Male	4/18/1979	3/3/2003	Active	10/1/2009			\$0.95	
Female	6/4/1964	3/11/2013	Active	9/11/2013				
Male	3/24/1980	6/15/2009	Active	12/15/2009			\$0.95	
Male	6/21/1981	10/8/2007	Active	10/1/2009			\$0.95	
Male	11/3/1963	10/2/2006	Active	10/1/2009			\$0.95	
Male	9/30/1948	6/30/1987	Active	10/1/2009			\$0.95	
Male	3/22/1958	1/12/1987	Active	10/1/2009	10,000		\$0.95	
Male	7/16/1964	4/5/2004	Active	10/1/2009	50,000	4,000	\$0.80	10,000
Male	8/10/1973	7/26/1999	Active	10/1/2009			\$0.95	
Male	8/4/1955	11/19/1979	Active	10/1/2009	50,000		\$0.95	10,000
Male	5/16/1955	6/1/1992	Active	10/1/2009	10,000		\$0.95	5,000
Male	12/30/1968	7/26/1991	Active	10/1/2009			\$0.95	
Male	12/30/1968	4/3/2000	Active	10/1/2009			\$0.95	
Male	7/6/1957	1/30/1984	Active	10/1/2009	60,000			
Male	4/18/1955	1/8/1978	Active	10/1/2009	100,000		\$0.95	10,000
Male	12/27/1972	6/17/2007	Active	10/1/2009			\$0.95	
Male	8/6/1954	12/24/1981	Active	10/1/2009	80,000		\$0.95	
Male	12/29/1960	10/3/2000	Active	10/1/2009			\$0.95	
Male	1/20/1959	2/7/2010	Active	8/7/2010			\$0.95	

Male	10/13/1968	4/12/1993 Active	10/1/2009	200,000			
Male	3/4/1956	11/4/1991 Active	10/1/2009	10,000		\$0.95	
Male	6/7/1963	5/14/2001 Active	10/1/2009	60,000	10,000	\$2.00	
Female	4/2/1971	7/10/2006 Active	10/1/2009			\$0.95	
Female	2/22/1971	2/23/2004 Active	10/1/2009			\$0.95	
Female	10/20/1967	2/22/1994 Active	10/1/2009	50,000			
Male	3/3/1969	1/2/2001 Active	10/1/2009			\$0.95	
Female	4/9/1957	7/11/2008 Active	10/1/2009			\$0.95	
Male	1/29/1957	4/15/1980 Active	10/1/2009			\$0.95	
Male	12/17/1970	3/12/2001 Active	10/1/2009			\$0.95	
Male	2/28/1975	5/16/2011 Active	11/16/2011			\$0.95	
Male	9/20/1965	10/2/2006 Active	10/1/2009	100,000	10,000	\$2.00	
Male	6/22/1979	11/24/2008 Active	10/1/2009	,	,	, \$0.95	
Male	11/6/1967	3/3/2003 Active	10/1/2009	100,000	10,000	, \$2.00	10,000
Male	10/2/1958	1/11/1993 Active	10/1/2009	100,000	,	\$0.95	
Male	7/23/1979	9/29/2008 Active	10/1/2009			\$0.95	
Male	10/6/1977	1/1/2001 Active	10/1/2009			\$0.95	
Male	6/2/1971	12/7/1998 Active	10/1/2009	200,000	10,000	\$2.00	
Male	3/26/1961	1/14/2008 Active	10/1/2009	200,000	10,000	\$0.95	
Female	8/25/1983	4/6/2009 Active	10/6/2009			\$0.95	
Male	9/6/1955	1/25/1976 Active	10/1/2009	80,000		\$0.95	25,000
Male	10/20/1971	2/12/1996 Active	10/1/2009	00,000		\$0.95 \$0.95	23,000
Male	6/15/1963	3/5/2007 Active	10/1/2009			\$0.95	
Male	8/29/1959	11/21/1990 Active	10/1/2009	50,000		\$0.95 \$0.95	
Female	5/27/1960	6/28/1999 Active	10/1/2009	90,000		\$0.95 \$0.95	
							E 000
Male	4/23/1951	3/28/1977 Active	10/1/2009	10,000		\$0.95	5,000
Male Male	4/3/1969	8/19/2003 Active	10/1/2009	100,000	2.000	Ć0 40	F 000
	2/11/1963	7/19/1992 Active	10/1/2009	10,000	2,000	\$0.40	5,000
Female	8/31/1965	3/1/1993 Active	10/1/2009	10,000	2,000	\$0.40	
Male	9/16/1970	3/3/2003 Active	10/1/2009			\$0.95	
Male	6/1/1962	4/18/2007 Active	10/1/2009			\$0.95	
Male	12/14/1968	5/17/2004 Active	10/1/2009	40.000		\$0.95	
Male	8/1/1964	4/4/1990 Active	10/1/2009	10,000	2,000	\$0.40	5,000
Female -	11/15/1979	1/28/2007 Active	10/1/2009			\$0.95	
Female	11/13/1972	7/19/2004 Active	10/1/2009	100,000	10,000	\$2.00	20,000
Male	3/29/1982	5/13/2013 Active	11/13/2013				
Male	8/12/1976	11/17/2000 Active	10/1/2009			\$0.95	
Male	6/16/1967	8/31/1998 Active	10/1/2009		10,000	\$2.00	
Male	12/26/1960	7/27/1998 Active	10/1/2009			\$0.95	
Male	1/17/1960	12/15/1986 Active	10/1/2009	150,000		\$0.95	100,000
Male	9/15/1963	6/22/1981 Active	10/1/2009			\$0.95	
Male	9/9/1976	3/27/2005 Active	10/1/2009			\$0.95	
Male	8/22/1956	10/1/2007 Active	10/1/2009	20,000	10,000	\$2.00	
Male	12/29/1953	4/12/1993 Active	10/1/2009	200,000		\$0.95	
Female	5/22/1970	8/20/1998 Active	10/1/2009	100,000	10,000	\$2.00	
Female	7/28/1953	2/17/1994 Active	10/1/2009	60,000		\$0.95	30,000
Male	3/13/1981	2/2/2004 Active	10/1/2009	100,000			10,000

Male	5/24/1959	3/2/2008 Active	10/1/2009			\$0.95	
Female	11/25/1971	12/2/2002 Active	10/1/2009	100,000	10,000	\$2.00	100,000
Male	9/16/1970	5/23/2005 Active	10/1/2009			\$0.95	
Male	2/3/1960	4/6/1987 Active	10/1/2009	50,000		\$0.95	
Male	4/15/1975	3/3/2003 Active	10/1/2009			\$0.95	
Male	3/19/1956	1/14/1980 Active	10/1/2009			\$0.95	
Female	6/6/1977	4/23/2006 Active	10/1/2009			\$0.95	
Male	10/25/1968	7/15/2002 Active	10/1/2009			\$0.95	
Male	9/20/1953	4/17/2006 Active	10/1/2009			\$0.95	
Male	10/22/1952	12/18/2006 Active	10/1/2009			\$0.95	
Male	4/16/1968	2/3/2003 Active	10/1/2009	50,000	10,000	\$2.00	10,000
Female	1/17/1971	7/24/2000 Active	10/1/2009	80,000	10,000	\$2.00	40,000
Female	4/27/1953	3/6/1989 Active	10/1/2009	80,000		\$0.95	
Female	3/25/1988	1/28/2013 Active	7/28/2013			\$0.95	
Male	5/11/1960	6/6/1988 Active	10/1/2009	80,000	10,000	\$2.00	
Male	4/14/1957	1/3/1994 Active	10/1/2009	10,000		\$0.95	5,000
Male	10/7/1971	3/6/2000 Active	10/1/2009	60,000			
Male	1/17/1957	11/1/1982 Active	10/1/2009			\$0.95	
Male	8/19/1968	1/30/1995 Active	10/1/2009			\$0.95	
Male	10/17/1970	12/2/2007 Active	10/1/2009			\$0.95	
Female	6/7/1973	10/7/2002 Active	10/1/2009	100,000			
Female	11/15/1959	6/21/2004 Active	10/1/2009			\$0.95	
Male	4/10/1954	4/9/1994 Active	10/1/2009	50,000		\$0.95	25,000
Male	8/30/1978	7/27/2007 Active	10/1/2009			\$0.95	
Male	2/21/1950	12/15/1986 Active	10/1/2009	50,000		\$0.95	25,000
Male	6/18/1965	11/3/2008 Active	10/1/2009			\$0.95	
Male	7/19/1980	1/14/2008 Active	10/1/2009			\$0.95	
Male	11/10/1953	3/1/2005 Active	10/1/2009	30,000	10,000	\$2.00	
Male	6/19/1954	11/5/1979 Active	10/1/2009			\$0.95	20,000
Male	1/31/1961	7/20/1992 Active	10/1/2009	100,000			
Male	4/5/1975	3/3/2003 Active	10/1/2009			\$0.95	
Male	5/3/1988	5/13/2013 Active	11/13/2013				
Male	4/9/1954	2/11/1981 Active	10/1/2009	10,000		\$0.95	
Male	1/5/1966	10/19/2008 Active	10/1/2009			\$0.95	
Male	4/21/1950	1/8/2004 Active	10/1/2009	20,000		\$0.95	10,000
Male	3/20/1960	7/15/1996 Active	10/1/2009			\$0.95	
Male	12/28/1969	4/18/2001 Active	10/1/2009			\$0.95	
Male	8/9/1957	1/7/1980 Active	10/1/2009			\$0.95	
Male	8/29/1959	8/25/1981 Active	10/1/2009	90,000		\$0.95	45,000
Male	10/23/1951	1/1/1977 Active	10/1/2009	80,000			·
Male	9/7/1960	3/5/1998 Active	10/1/2009	50,000		\$0.95	25,000
Male	12/31/1964	7/2/2006 Active	10/1/2009	•		, \$0.95	,
Female	12/18/1951	9/29/2006 Active	10/1/2009			\$0.95	
Male	8/30/1961	3/12/1990 Active	10/1/2009			\$0.95	
Male	2/9/1970	1/31/2000 Active	10/1/2009			\$0.95	
Male	11/1/1954	2/28/1994 Active	10/1/2009			•	
Male	12/12/1955	2/22/2000 Active	10/1/2009	50,000			
	. ,			,			

Male	6/28/1970	3/11/2013 Active	9/11/2013				
Male	2/12/1968	6/28/2007 Active	10/1/2009			\$0.95	
Male	7/4/1955	1/14/2008 Active				\$0.95	
Male	9/16/1966	5/4/1998 Active		100,000	2,000	\$0.40	25,000
Male	3/11/1980	5/13/2013 Active		,	_,	*	,
Female	6/25/1952	7/26/1976 Active	10/1/2009	50,000		\$0.95	50,000
Male	7/1/1965	8/10/2009 Active		22,222		\$0.95	22,222
Male	3/30/1978	1/3/2006 Active				\$0.95	
Female	11/8/1952	8/20/2001 Active		100,000		\$0.95	10,000
Male	11/17/1968	11/9/1999 Active		50,000	10,000	\$2.00	25,000
Female	8/28/1973	5/15/2006 Active	10/1/2009	,	,	, \$0.95	,
Male	4/2/1961	 10/2/2006 Active	10/1/2009			, \$0.95	
Male	5/11/1986	4/15/2013 Active				•	
Male	1/22/1977	2/1/2005 Active				\$0.95	
Male	12/5/1949	5/1/1973 Active				, \$0.95	
Male	8/27/1974	12/4/2005 Active	10/1/2009			\$0.95	
Female	3/10/1970	10/14/2002 Active				\$0.95	
Male	10/4/1980	12/28/2008 Active				\$0.95	
Male	6/21/1964	3/20/1995 Active	10/1/2009	90,000	4,000	\$0.80	
Male	10/26/1966	1/18/2000 Active	10/1/2009	·	·	\$0.95	
Female	10/20/1963	3/19/2007 Active		100,000		\$0.95	10,000
Male	12/6/1963	5/16/2011 Active	11/16/2011	·		\$0.95	·
Female	12/30/1959	1/1/1996 Active	10/1/2009	10,000			
Female	6/29/1976	1/4/2013 Active	7/4/2013			\$0.95	
Male	5/24/1961	5/24/1961 Active	10/1/2009			\$0.95	
Male	5/16/1986	5/22/2009 Active	11/22/2009			\$0.95	
Male	1/21/1960	2/17/2004 Active	10/1/2009			\$0.95	
Female	9/29/1956	3/13/2000 Active	10/1/2009	20,000			
Male	11/18/1966	7/16/2006 Active	10/1/2009			\$0.95	
Male	1/1/1956	11/3/1986 Active	10/1/2009			\$0.95	
Male	8/29/1974	2/2/2004 Active	10/1/2009			\$0.95	
Male	4/16/1983	5/2/2005 Active	10/1/2009	100,000			
Male	12/22/1969	12/29/1996 Active	10/1/2009	200,000		\$0.95	
Male	4/6/1968	9/11/2000 Active	10/1/2009	150,000			75,000
Male	7/6/1951	5/15/1978 Active	10/1/2009			\$0.95	
Male	6/19/1953	12/11/2006 Active	10/1/2009			\$0.95	
Female	4/8/1969	7/30/2006 Active	10/1/2009			\$0.95	
Female	8/1/1975	2/23/2009 Active	10/1/2009			\$0.95	
Female	4/25/1972	10/29/2007 Active	10/1/2009			\$0.95	
Male	4/9/1966	2/27/2009 Active	10/1/2009			\$0.95	
Male	7/14/1955	9/12/1979 Active	10/1/2009		10,000	\$2.00	
Female	3/2/1960	7/24/2002 Active	10/1/2009	100,000		\$0.95	50,000
Male	8/9/1973	5/2/2005 Active	10/1/2009	100,000	10,000	\$2.00	10,000
Male	1/5/1958	6/1/1992 Active	10/1/2009			\$0.95	
Female	2/12/1952	10/17/1999 Active	10/1/2009			\$0.95	
Female	12/3/1982	2/2/2009 Active	10/1/2009			\$0.95	
Male	3/4/1965	4/1/2001 Active	10/1/2009	50,000	10,000	\$2.00	25,000

Male	10/17/1962	5/5/1997 Active	10/1/2009	250,000	10,000	\$2.00	25,000
Male	8/28/1958	6/30/1996 Active	10/1/2009			\$0.95	
Male	6/20/1951	11/21/1988 Active	10/1/2009	20,000		\$0.95	10,000
Female	9/15/1971	7/6/1999 Active	10/1/2009	50,000		\$0.95	25,000
Male	7/29/1972	3/3/2003 Active	10/1/2009	100,000	10,000	\$2.00	100,000
Male	2/11/1971	1/30/2006 Active	10/1/2009	60,000		\$0.95	
Female	2/9/1954	2/7/1990 Active	10/1/2009			\$0.95	
Female	11/30/1948	1/26/2006 Active	10/1/2009			\$0.95	
Male	11/10/1964	6/13/1994 Active	10/1/2009	10,000	2,000	\$0.40	5,000
Male	11/10/1953	5/14/2001 Active	10/1/2009	30,000	,	,	,
Male	8/31/1973	 2/2/1998 Active	10/1/2009	,		\$0.95	
Male	1/19/1972	9/20/1999 Active	10/1/2009	200,000	10,000	\$2.00	
Male	4/6/1981	9/8/2009 Active	3/8/2010		,	\$0.95	
Female	9/11/1963	9/3/2002 Active	10/1/2009			\$0.95	
Male	11/24/1965	4/28/2010 Active	10/28/2010			\$0.95	
Male	1/3/1951	2/18/1992 Active	10/1/2009	90,000		\$0.95	45,000
Male	1/29/1950	1/25/1984 Active	10/1/2009	70,000		\$0.95	10,000
Female	12/31/1963	11/17/2008 Active	10/1/2009	, 0,000		\$0.95	10,000
Male	3/10/1978	11/3/2008 Active	10/1/2009			\$0.95	
Male	5/10/1976	5/13/2013 Active	11/13/2013			φ <b>0</b> .55	
Male	7/1/1967	5/11/2003 Active	10/1/2009			\$0.95	
Male	3/24/1984	5/13/2013 Active	11/13/2013			φ <b>0</b> .55	
Male	6/18/1958	10/2/1995 Active	10/1/2009	10,000		\$0.95	
Female	3/5/1959	1/18/1984 Active	10/1/2009	10,000		\$0.95	
Male	10/17/1972	10/5/2008 Active	10/1/2009			\$0.95	
Female	12/19/1962	4/2/2007 Active	10/1/2009			\$0.95 \$0.95	
Male	5/27/1961	12/29/1986 Active	10/1/2009	80,000		\$0.95	40,000
Male	6/28/1962	4/3/1991 Active	10/1/2009	00,000		\$0.95	40,000
Male	6/7/1951	1/2/1974 Active	10/1/2009			\$0.95	
Male	3/4/1972	4/17/2006 Active	10/1/2009			\$0.95	
Female	4/3/1973	3/1/2013 Active	9/1/2013			Ç0.55	
Male	6/4/1952	4/9/2003 Active	10/1/2009			\$0.95	
Female	9/19/1967	10/1/2012 Active	4/1/2013	100,000	10,000	\$2.00	10,000
Female	5/8/1959	10/14/1996 Active	10/1/2009	100,000	10,000	<b>72.00</b>	10,000
Male	10/15/1968	1/1/1991 Active	10/1/2009	100,000		\$0.95	
Male	3/22/1979	3/17/2003 Active	10/1/2009	100,000	10,000	\$0.93	50,000
Female	8/27/1969	1/17/2002 Active	10/1/2009	100,000	10,000	\$2.00 \$0.95	30,000
Male	2/25/1968	1/11/1993 Active	10/1/2009	100,000	8,000	\$0.93	50,000
Male	9/12/1954	10/30/1989 Active	10/1/2009	80,000	6,000	\$1.00	40,000
Male	12/24/1954	10/30/1989 Active	10/1/2009	90,000	6,000	\$1.20	45,000
Male	11/2/1969	5/14/2007 Active	10/1/2009	30,000	0,000	\$0.95	43,000
Female	10/23/1973	11/17/2003 Active	10/1/2009	150,000		\$0.95 \$0.95	150,000
Male	5/19/1978	8/12/2007 Active	10/1/2009	130,000		\$0.95 \$0.95	130,000
Male	3/3/1951	11/5/1979 Active	10/1/2009	50,000		\$0.95 \$0.95	25,000
Male	10/9/1956	11/3/1979 Active	10/1/2009	10,000		دو.ںډ	23,000
Female	9/14/1979	4/23/2006 Active	10/1/2009	10,000		\$0.95	
Male Male	7/11/1967	11/26/1995 Active	10/1/2009			\$0.95 \$0.95	
ivialE	//11/130/	11/20/1333 ACUVE	10/1/2009			دو.ںډ	

Male	11/27/1978	10/2/2006 Active	10/1/2009			\$0.95	
Male	8/9/1955	1/6/1992 Active	10/1/2009			\$0.95	
Male	10/14/1973	1/14/2008 Active	10/1/2009			\$0.95	
Male	8/28/1973	1/15/2007 Active	10/1/2009	50,000	10,000	\$2.00	150,000
Male	6/19/1959	7/2/1995 Active	10/1/2009	•	·	\$0.95	·
Male	8/24/1971	6/14/2000 Active	10/1/2009	90,000		\$0.95	
Male	11/18/1956	6/22/1998 Active	10/1/2009	60,000		, \$0.95	30,000
Male	11/18/1976	5/16/2011 Active	11/16/2011	,		, \$0.95	,
Female	6/26/1966	8/20/2001 Active	10/1/2009	300,000		*	
Female	8/5/1970	10/13/2003 Active	10/1/2009	,		\$0.95	
Male	4/12/1976	10/2/2006 Active	10/1/2009			\$0.95	
Male	11/12/1960	8/11/1997 Active	10/1/2009			\$0.95	
Female	12/3/1973	7/30/2007 Active	10/1/2009			\$0.95	
Male	6/4/1966	6/30/1997 Active	10/1/2009			\$0.95	
Female	4/6/1955	10/7/1996 Active	10/1/2009			\$0.95	
Male	9/28/1971	11/16/2008 Active	10/1/2009			\$0.95	
Male	8/13/1963	8/6/2001 Active	10/1/2009	80,000	4,000	\$0.80	
Male	11/23/1962	2/27/2007 Active	10/1/2009	00,000	4,000	\$0.95	
Female	4/9/1971	8/20/2007 Active	10/1/2009			\$0.95 \$0.95	
Male	1/2/1973	10/6/2003 Active	10/1/2009			\$0.95 \$0.95	
Female	5/25/1958	9/19/2005 Active	10/1/2009			\$0.95 \$0.95	
Female	5/24/1949	7/11/1983 Active	10/1/2009	30,000		ŞU.33	
Male	5/15/1963	1/15/1990 Active	10/1/2009	30,000		\$0.95	
						\$0.95 \$0.95	
Male	2/26/1960	1/24/1983 Active	10/1/2009				
Male	4/17/1972	6/21/2004 Active	10/1/2009			\$0.95	
Male	8/7/1968	1/1/2010 Active	1/1/2011			\$0.95	
Male	1/19/1990	3/1/2013 Active	9/1/2013			40.05	
Female	11/18/1987	1/7/2013 Active	7/7/2013			\$0.95	
Male -	7/14/1961	11/3/1986 Active	10/1/2009			\$0.95	
Female	8/10/1959	4/4/2006 Active	10/1/2009	400.000		\$0.95	40.000
Male	1/6/1961	4/22/2002 Active	10/1/2009	100,000		\$0.95	10,000
Male -	10/9/1948	8/31/2004 Active	10/1/2009			\$0.95	
Female	7/15/1984	11/3/2008 Active	10/1/2009			\$0.95	
Male	9/13/1981	11/3/2008 Active	10/1/2009			\$0.95	
Male	5/21/1960	11/18/2002 Active	10/1/2009			\$0.95	
Male	8/16/1956	4/6/1987 Active	10/1/2009			\$0.95	
Male	6/26/1965	9/7/2008 Active	10/1/2009			\$0.95	
Male	1/8/1977	3/11/2013 Active	9/11/2013				
Male	9/24/1962	2/14/2005 Active	10/1/2009			\$0.95	
Male	11/17/1965	4/8/1996 Active	10/1/2009	110,000		\$0.95	
Female	5/21/1957	9/25/2000 Active	10/1/2009	40,000	8,000	\$1.60	40,000
Female	3/6/1958	9/25/2001 Active	10/1/2009			\$0.95	
Female	9/23/1959	1/1/1993 Active	10/1/2009	90,000			
Male	8/9/1958	9/3/1989 Active	10/1/2009	50,000		\$0.95	
Female	8/21/1971	5/27/2008 Active	10/1/2009			\$0.95	
Male	12/9/1976	5/13/2008 Active	10/1/2009			\$0.95	
Female	8/30/1970	1/28/2013 Active	7/28/2013			\$0.95	

Male	9/16/1948	7/6/1998 A	ctive	10/1/2009		10,000	\$2.00	
Female	1/1/1977	5/27/2008 A	ctive	10/1/2009			\$0.95	
Female	1/19/1960	5/1/1985 A		10/1/2009	150,000		\$0.95	
Female	2/12/1985	1/7/2013 A		7/7/2013	,		\$0.95	
Male	9/3/1967	2/6/1995 A		10/1/2009	250,000	6,000	\$1.20	100,000
Male	10/26/1958	1/10/1994 A				0,000	\$0.95	100,000
				10/1/2009	10,000			
Male	1/19/1958	5/6/1991 A		10/1/2009			\$0.95	
Male	10/21/1969	12/18/2000 A		10/1/2009			\$0.95	
Female	8/19/1963	6/5/2000 A		10/1/2009	40,000			20,000
Male	12/18/1971	9/5/2006 A	ctive	10/1/2009			\$0.95	
Female	3/16/1956	3/4/2008 A	ctive	10/1/2009			\$0.95	
Female	11/2/1982	4/1/2013 A	ctive	10/1/2013				
Male	7/2/1954	4/6/1992 A	ctive	10/1/2009	80,000	6,000	\$1.20	40,000
Female	6/22/1949	5/21/2006 A	ctive	10/1/2009			\$0.95	
Male	8/25/1960	1/7/2009 A		1/1/2011			\$0.95	
Male	3/19/1957	7/27/2007 A		10/1/2009			\$0.95	
Male	5/15/1980	10/2/2006 A		10/1/2009			\$0.95	
Male				10/1/2009			\$0.95 \$0.95	
	5/25/1957	4/20/2008 A			20.000		\$0.95	
Female	10/3/1961	4/19/2005 A		10/1/2009	20,000		40.05	
Male	2/5/1976	4/12/2007 A		10/1/2009			\$0.95	
Female	4/13/1979	11/3/2008 A		10/1/2009			\$0.95	
Male	2/16/1950	3/27/1985 A	ctive	10/1/2009			\$0.95	
Male	4/10/1959	1/19/2004 A	ctive	10/1/2009	100,000			
Male	3/30/1964	6/23/1997 A	ctive	10/1/2009	50,000	10,000	\$2.00	25,000
Male	5/17/1965	2/25/2009 A	ctive	10/1/2009			\$0.95	
Female	10/27/1968	3/19/2007 A	ctive	10/1/2009			\$0.95	
Male	12/25/1942	1/21/1974 A	ctive	10/1/2009	20,000	10,000	\$2.00	20,000
Male	3/8/1981	10/21/2007 A		10/1/2009	,	•	\$0.95	•
Male	1/13/1980	1/27/2008 A		10/1/2009			\$0.95	
Male	8/15/1955	1/16/1984 A		10/1/2009			\$0.95	
Male	1/20/1960	2/20/2003 A		10/1/2009	20,000	10,000	\$2.00	20,000
					20,000	10,000		20,000
Female	6/2/1984	7/28/2008 A		10/1/2009	100.000	10.000	\$0.95	
Female	2/23/1963	8/24/1998 A		10/1/2009	100,000	10,000	\$2.00	
Male	11/20/1975	10/7/2002 A		10/1/2009			\$0.95	
Male	10/21/1962	9/15/2008 A		10/1/2009			\$0.95	
Male	5/5/1979	10/2/2006 A	ctive	10/1/2009			\$0.95	
Male	2/14/1952	5/20/1991 A	ctive	10/1/2009			\$0.95	
Male	9/28/1966	11/27/2006 A	ctive	10/1/2009			\$0.95	
Male	3/5/1974	5/2/2005 A	ctive	10/1/2009	100,000		\$0.95	50,000
Male	2/9/1969	3/27/1998 A	ctive	10/1/2009	300,000			
Male	1/18/1963	3/8/2004 A	ctive	10/1/2009			\$0.95	
Female	2/15/1951	12/27/1993 A		10/1/2009	20,000		, \$0.95	10,000
Male	2/2/1957	5/22/2007 A		10/1/2009	,		\$0.95	, -
Male	12/26/1970	7/15/2002 A		10/1/2009			\$0.95	
Male	1/26/1971	4/17/2000 A		10/1/2009			\$0.95 \$0.95	
Female	4/16/1958	11/23/1987 A		10/1/2009	180,000	10,000	\$0.93 \$2.00	45,000
					100,000	10,000		43,000
Male	4/18/1968	12/2/1997 A	cuve	10/1/2009			\$0.95	

Male	4/21/1972	10/25/1999 A	Active	10/1/2009	150,000			
Male	6/24/1973	8/26/1994 A	Active	10/1/2009			\$0.95	
Female	4/12/1969	2/4/2002 A	Active	4/1/2010	50,000	10,000	\$2.00	10,000
Male	5/21/1955	1/10/2000 A	Active	10/1/2009			\$0.95	
Male	5/7/1984	1/18/2013 A		7/18/2013			\$0.95	
Male	6/19/1957	1/16/1995 A		10/1/2009			\$0.95	
Female	5/4/1959	1/15/2001 A		10/1/2009			\$0.95	
					70,000		-	20,000
Male	9/2/1962	3/22/1993 A		10/1/2009	70,000		\$0.95	20,000
Female	11/22/1957	6/1/1999 A		10/1/2009	50,000			
Male	8/17/1959	3/25/1984 A		10/1/2009	200,000	10,000	\$2.00	100,000
Male	5/29/1969	12/1/1991 A		10/1/2009			\$0.95	
Male	4/25/1955	4/28/1997 A	Active	10/1/2009	50,000			
Male	3/6/1960	4/24/2000 A	Active	10/1/2009	120,000	10,000	\$2.00	40,000
Male	4/17/1979	7/29/2008 A	Active	10/1/2009			\$0.95	
Female	11/29/1964	11/5/2007 A	Active	10/1/2009			\$0.95	
Male	6/26/1966	3/1/2013 A	\ctive	9/1/2013				
Male	6/17/1965	2/12/1996 A	Active	10/1/2009	180,000	10,000	\$2.00	
Male	11/4/1962	3/3/2003 A	Active	10/1/2009	100,000	10,000	\$2.00	10,000
Female	12/10/1982	1/18/2010 A	Active	7/18/2010	,	,	\$0.95	•
Male	12/5/1959	8/24/2004 A		10/1/2009			, \$0.95	
Male	4/26/1958	1/4/2001 A		10/1/2009			\$0.95	
Male	6/9/1970	10/22/2008 A		10/1/2009			\$0.95	
Male	8/26/1971	8/6/2002 A		10/1/2009	100,000	10,000	\$2.00	60,000
Female	4/23/1954	11/15/2001 A		10/1/2009	10,000	10,000	Ş2.00	5,000
Female	12/7/1971	3/1/2001 A		10/1/2009			\$0.95	100,000
					100,000			100,000
Male	4/27/1961	1/2/1990 A		10/1/2009	200.000		\$0.95	
Female	11/16/1983	9/7/2008 A		8/9/2013	300,000		40.05	
Male	10/17/1978	5/21/2006 A		10/1/2009			\$0.95	
Male	4/14/1980	10/30/2006 A		10/1/2009			\$0.95	
Male	4/16/1957	1/3/1984 A		10/1/2009			\$0.95	
Male	11/26/1948	5/1/1986 A		10/1/2009			\$0.95	
Female	6/4/1983	8/20/2007 A		10/1/2009			\$0.95	
Female	4/22/1956	3/29/1993 A	Active	10/1/2009			\$0.95	
Male	12/2/1960	8/31/1994 A	Active	10/1/2009			\$0.95	
Female	9/7/1951	11/1/1999 A	Active	10/1/2009			\$0.95	
Female	8/18/1962	6/30/2003 A	Active	10/1/2009			\$0.95	
Male	8/30/1969	4/12/1999 A	\ctive	10/1/2009	40,000	6,000	\$1.20	20,000
Male	6/2/1966	3/8/1999 A	Active	10/1/2009			\$0.95	
Male	10/16/1958	5/5/1983 A	Active	10/1/2009	80,000	10,000	\$2.00	40,000
Female	12/24/1955	2/16/1995 A	Active	10/1/2009	50,000			·
Male	7/20/1969	5/13/2002 A		10/1/2009	,		\$0.95	
Male	10/12/1963	6/19/1995 A		10/1/2009			\$0.95	
Male	10/12/1971	1/14/2008 A		10/1/2009			\$0.95	
Male	8/3/1956	6/19/2005 A		10/1/2009			\$0.95 \$0.95	
Male	2/1/1965	1/18/1988 A		10/1/2009	60,000	10,000	\$0.93	30,000
Male	7/31/1960	5/29/2007 A			00,000	10,000	\$2.00 \$0.95	30,000
				10/1/2009			<b>ζυ.3</b> 3	
Male	3/17/1977	1/2/2007 A	ıcuve					

Male	2/19/1961	9/15/2008 Active	10/1/2009		\$0.95	
Male	7/4/1972	6/22/2002 Active	10/1/2009		\$0.95	
Male	12/3/1962	6/19/1991 Active	10/1/2009	10,000	\$0.95	5,000
Male	12/30/1974	10/2/2006 Active	10/1/2009		\$0.95	
Female	8/10/1951	1/2/2001 Active	10/1/2009	20,000	\$0.95	5,000
Female	4/18/1962	7/6/1999 Active	10/1/2009		\$0.95	
Male	12/14/1956	1/18/1991 Active	10/1/2009		\$0.95	
Female	9/17/1955	11/3/2003 Active	10/1/2009		\$0.95	
Male	11/25/1955	2/13/1995 Active	10/1/2009		\$0.95	
Male	5/19/1961	10/1/2001 Active	10/1/2009	100,000	\$0.95	
Female	5/10/1950	9/25/1995 Active	10/1/2009		\$0.95	
Male	5/16/1978	12/1/2012 Active	6/1/2013		\$0.95	
Male	1/22/1978	6/15/2009 Active	12/15/2009		\$0.95	
Male	12/12/1970	5/2/2005 Active	10/1/2009	300,000	\$0.95	
Female	7/5/1992	2/1/2013 Active	8/1/2013		\$0.95	
Female	2/10/1947	11/2/1999 Active	10/1/2009		\$0.95	
Female	7/7/1978	11/28/2008 Active	10/1/2009		\$0.95	
Male	9/10/1970	12/14/2009 Active	6/14/2010		\$0.95	
Male	4/6/1974	2/3/2003 Active	10/1/2009		\$0.95	
Male	8/13/1965	8/5/1996 Active	10/1/2009			
Male	10/8/1955	3/7/1994 Active	10/1/2009		\$0.95	

# **EXHIBIT 8**

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company 900 SW Fifth Avenue Portland, Oregon 97204-1282 (503) 321-7000

People. Not Just Policies.®

# CERTIFICATE

# **GROUP LIFE INSURANCE**

Policyowner:	City of Grand Junction
Policy Number:	123467-A
Effective Date:	February 1, 2001
A Group Policy has been issued to the Policyowner. We certify the terms of the Group Policy. If your coverage is changed by a will provide the Policyowner with a revised Certificate or other not	n amendment to the Group Policy, we
This policy includes an Accelerated Benefit. Death benefits Benefit is paid. The receipt of this benefit may be taxable Medicaid or other government benefits or entitlements. How "terminally ill individual" according to the Internal Revenue Benefit may be non-taxable. You should consult your perso you apply for an Accelerated Benefit.	and may affect your eligibility for wever, if you meet the definition of Code Section 101, your Accelerated
Possession of this Certificate does not necessarily mean you are meet the requirements set out in this Certificate. If the terms of Policy, the terms stated in the Group Policy will govern.	
"We", "us" and "our" mean Standard Insurance Company. "You other defined terms appear with the initial letter capitalized. Sect appear in boldface type.	
GC190-LIFE/S399	

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## **COVERAGE FEATURES**

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

## GENERAL POLICY INFORMATION

Group Policy Number:

123467-A

Type of Insurance Provided:

Life Insurance:

Yes

Supplemental Life Insurance:

Not applicable

Dependents Life Insurance:

Yes

Accidental Death And Dismemberment

(AD&D) Insurance:

Yes

Policyowner:

City of Grand Junction

Employer (s):

City of Grand Junction

Group Policy Effective Date:

February 1, 2001

Policy Issued in:

Colorado

## BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Requirements**. The Active Work requirement does not apply to Members who are retired on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:

You are a Member if you are one of the following:

- An active Council approved employee of the Employer who is regularly working at least 40 hours each week; or
- 2. An employee who retired under the Employer's retirement program on or before May 1, 1991

You are not a Member if you are:

- 1. A temporary or seasonal employee; or
- 2. A full time member of the armed forces of any country.

Class Definition:

Class 1:

**Active Members** 

Class 2:

Retired Members

Eligibility Waiting Period:

You are eligible on one of the following dates, but not

before the Group Policy Effective Date:

Class 1:

If you are a Member on the Group Policy Effective Date, you are eligible on the first day of your bi-weekly pay

period following 6 consecutive months as a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of your bi-weekly pay

period following 6 consecutive months as a Member.

Class 2:

If you are a Member on the Group Policy Effective Date,

you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Evidence of Insurability:

Required:

a. For late application for Contributory insurance.

b. For reinstatements if required.

c. For Members and Dependents eligible but not insured

under the Prior Plan.

## PREMIUM CONTRIBUTIONS

Life and AD&D Insurance:

Noncontributory

Dependents Life Insurance:

Contributory

## SCHEDULE OF INSURANCE

#### SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

Class 1: 1 times your Annual Earnings, rounded to the

next higher multiple of \$1,000, if not already a multiple of

\$1,000. The maximum amount is \$150,000.

Class 2: \$2,000

Repatriation Benefit:

The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit,

whichever is less.

For your Spouse:

Dependents Life Insurance Benefit:

Class 1: \$5,000

Class 2: None

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Life Insurance.

For your Child:

Dependents Life Insurance Benefit:

Class 1: \$2,000

Class 2: None

The amount of Dependents Life Insurance for your Child may not exceed 100% of the amount of your Life Insurance.

#### SCHEDULE OF AD&D INSURANCE

For you:

AD&D Insurance Benefit:

Class 1: 1 times your Annual Earnings, plus \$50,000, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$200,000. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D

Table Of Losses.

Class 2: None

Seat Belt Benefit:

The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for loss of life.

Career Adjustment Benefit:

The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Child Care Benefit:

The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

**Higher Education Benefit:** 

The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Occupational Assault Benefit:

The lesser of (1) \$25,000; or (2) 50% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

Public Transportation Benefit:

The lesser of (1) \$200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss

of your life.

#### AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:

Percentage Payable:

a. Life

100%

b.	One hand or one foot	50%
c.	Sight in one eye, speech, or hearing in both ears	50%
d.	Two or more of the Losses listed in b. and c. above	100%
e.	Thumb and index finger of the same hand	25% *
f.	Quadriplegia	100%
g.	Hemiplegia	50%
h.	Paraplegia	50%

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

# REDUCTIONS IN INSURANCE

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule of Insurance, multiplied by the appropriate percentage below:

Life and AD&D Insurance:

Age	Percentage
65 through 69	65%
70 through 74	50%
75 or over	35%

# OTHER BENEFITS

Waiver Of Premium:

Class 1: Yes

Class 2: No

Accelerated Benefit:

Class 1: Yes

Class 2: No

# OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:

Minimum Time Insured:

5 years

<sup>\*</sup> No AD&D Insurance Benefit will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.

Maximum Conversion Amount: \$2,000

Leave Of Absence Period: 60 days

Insurance Eligible For Portability:

For you:

Life Insurance: Yes

Minimum combined amount: \$10,000

Maximum combined amount: \$300,000

For your Spouse:

Dependents Life Insurance: Yes

Minimum combined amount: \$5,000

Maximum combined amount: \$100,000

For your Child:

Dependents Life Insurance: Yes

Minimum combined amount: \$1,000

Maximum combined amount: \$5,000

For you:

AD&D Insurance: Yes

Minimum combined amount: \$10,000

Maximum combined amount: \$300,000

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

## LIFE INSURANCE

## A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

#### B. Amount Of Life Insurance

See the Coverage Features for the Life Insurance schedule.

## C. Changes In Life Insurance

#### 1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification, age or Annual Earnings.

### 2. Decreases

A decrease in your Life Insurance because of a change in your classification, age or Annual Earnings becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyowner or your Employer receives your written request for the decrease.

# D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

- 1. A Life Insurance Benefit is payable because of your death.
- 2. You die more than 200 miles from your primary place of residence.
- 3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

## E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the Active Work Provisions, your Life Insurance becomes effective as follows:

1. Life Insurance subject to Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

- 2. Life Insurance not subject to Evidence Of Insurability
  - a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

## 3. Takeover Provision

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

## F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

- 1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
- 2. The date the Group Policy terminates;
- 3. The date your employment terminates; unless you are eligible for benefits as a retired Member; and
- 4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
  - c. During the first 60 days of:
    - (1) A temporary layoff; or
    - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.

- d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features.**

#### G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

- 1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
- 4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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#### DEPENDENTS LIFE INSURANCE

# A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

B. Amount Of Dependents Life Insurance

See the Coverage Features for the amount of your Dependents Life Insurance.

- C. Changes In Dependents Life Insurance
  - 1. Increases

You must apply in writing for any elective increase in your Dependents Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Dependents Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve that Dependent's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase.

An increase in your Dependents Life Insurance because of an increase in your Life Insurance becomes effective on the date your Life Insurance increases.

#### 2. Decreases

A decrease in your Dependents Life Insurance because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.

#### D. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

# E. Becoming Insured For Dependents Life Insurance

## 1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date your Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

#### 2. Effective Date

The **Coverage Features** states whether your Dependents Life Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

- 1. The date your Life Insurance becomes effective; and
- 2. The first day of the calendar month coinciding with or next following the date we approve the Dependent's Evidence Of Insurability.
- b. Dependents Life Insurance Not Subject To Evidence Of Insurability
  - 1. Noncontributory Dependents Life Insurance

Noncontributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the later of:

- i. The date your Life Insurance becomes effective; and
- ii. The date you first acquire a Dependent.
- 2. Contributory Dependents Life Insurance

You must apply in writing for Contributory Dependents Life Insurance and agree to pay premiums. Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- i. The date your Life Insurance becomes effective if you apply on or before that date;
- ii. The date you become eligible to insure your Dependents if you apply on or before that date; and
- iii. The date you apply if you apply within 31 days after you become eligible.

Late Application: Evidence Of Insurability is required for each Dependent if you apply more than 31 days after you become eligible.

c. While your Dependents Life Insurance is in effect, each new Child becomes insured immediately.

#### d. Takeover Provision

Each Dependent who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

#### F. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

- 1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
- 2. The date your Life Insurance ends;
- 3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
- 4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
- 5. For your Spouse, the date of your divorce;
- 6. For any Dependent, the date the Dependent ceases to be a Dependent; and
- 7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

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#### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

# A. Insuring Clause

If you have an accident, including accidental exposure to adverse conditions, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

# B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand and Quadriplegia, Hemiplegia or Paraplegia which meets all of the following requirements:

- 1. Is caused solely and directly by an accident.
- 2. Occurs independently of all other causes.
- 3. Occurs within 365 days of the accident.
- 4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
- 5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you disappear and the disappearance:

- 1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
- 2. Occurs independently of all other causes; and

3. Continued for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

With respect to speech, Loss means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs.

#### C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

## D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

#### E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

- 1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
- 2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
- 3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
- 4. The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a Physician.
- 5. Sickness or Pregnancy existing at the time of the accident.
- 6. Heart attack or stroke.
- 7. Medical or surgical treatment for any of the above.

## F. Additional AD&D Benefits

Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the Coverage Features.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is

payable for Loss of your Life; and

2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

#### Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the Coverage Features.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

- 1. You are insured under the Group Policy.
- 2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
- 3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

#### Child Care Benefit

The amount of the Child Care Benefit is shown in the Coverage Features.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

- 1. You are insured under the Group Policy.
- 2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
- 3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
- 4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

#### Higher Education Benefit

The amount of the Higher Education Benefit is shown in the Coverage Features.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

- 1. You are insured under the Group Policy.
- 2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
- 3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

### Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the Coverage Features.

We will pay an Occupational Assault Benefit if all of the following requirements are met:

- 1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
- 2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

# Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the Coverage Features.

We will pay a Public Transportation Benefit if all of the following requirements are met:

- 1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
- 2. The accident occurs while you are riding as a fare-paying passenger on Public Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

# G. Becoming Insured For AD&D Insurance

# 1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

#### 2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The first day of the calendar month coinciding with or next following the date you apply, if you apply after you become eligible.

#### H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earlier of:

- 1. The date your Life Insurance ends.
- 2. The date your Waiver Of Premium begins.

3. The date AD&D Insurance terminates under the Group Policy.

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# **ACTIVE WORK PROVISIONS**

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

- 1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
- 2. You were Actively At Work on your last scheduled work day before the date of your absence; and
- 3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

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#### PORTABILITY OF INSURANCE

## A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

- 1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.
  - (If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)
- 2. On the date your employment terminates, you are under age 65.
- 3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
- 4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

#### B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

#### C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates.

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## WAIVER OF PREMIUM

#### A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

- 1. You become Totally Disabled while insured under the Group Policy and under age 60;
- 2. You complete your Waiting Period; and
- 3. You give us satisfactory Proof Of Loss.

## B. Definitions For Waiver Of Premium

- 1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
- 2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
- 3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

# C. Premium Payment

Premium payment must continue until the later of:

- 1. The date you complete your Waiting Period; and
- 2. The date we approve your claim for Waiver Of Premium.

# D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

#### E. Amount Of Insurance

The amount of Insurance continued without payment of premium is the amount in effect on the day before you become Totally Disabled, subject to the following requirements:

- 1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
- 2. The amount of Supplemental Life Insurance on your Spouse will be the lesser of:
  - a. The amount in effect on the day before you become Totally Disabled; and
  - b. The amount in effect one year before the date you become Totally Disabled.
- 3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.
- F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

- 1. The date you cease to be Totally Disabled;
- 2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
- 3. The date you fail to attend an examination or cooperate with the examiner;
- 4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
- 5. The date you reach age 65.

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## ACCELERATED BENEFIT

## A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

#### C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

#### D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

- (1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or
- (2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

- A = The amount of the Accelerated Benefit.
- B = The monthly average of our variable policy loan interest rate.
- C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

#### E. Exclusions

No Accelerated Benefit will be paid if:

- 1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
- 2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
- 3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
- 4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
- 5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
- 6. You have previously received an Accelerated Benefit under the Group Policy.

#### F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit and Supplemental Life Insurance Benefit, if any, under the Group Policy.

LI.AB.OT.1

#### RIGHT TO CONVERT

## A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

- 1. Your Insurance ends or is reduced due to a Qualifying Event; and
- 2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

## B. Definitions For Right To Convert

- 1. Conversion Period means the 31-day period after the date of any Qualifying Event.
- 2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
- 3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Benefit.
- 4. You and your mean any person insured under the Group Policy.

## C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

- 1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
- 2. The maximum amount you have a Right To Convert is the lesser of:
  - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
  - b. The Maximum Conversion Amount. See Coverage Features.

## D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

- 1. A term insurance policy;
- 2. A universal life policy;
- 3. A policy with disability, accidental death, or other additional benefits; or
- 4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

# E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.OT.1

#### **CLAIMS**

#### A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

## B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

#### C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

- 1. For which the Group Policy provides benefits;
- 2. Which is not subject to any exclusions; and
- 3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss.

# D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

## E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

#### F. Notice Of Decision On Claim

The claimant will receive a written decision on a claim within a reasonable time after we receive the claim.

If the claimant does not receive our decision within 90 days after we receive the claim, the claimant will have an immediate right to request a review as if the claim had been denied.

If we deny any part of the claim, the claimant will receive a written notice of denial containing:

- 1. The reasons for our decision:
- 2. Reference to the parts of the Group Policy on which our decision is based;
- 3. A description of any additional information needed to support the claim; and
- 4. Information concerning the claimant's right to a review of our decision.

#### G. Review Procedure

If all or part of a claim is denied, the claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim, and may review any nonprivileged information that relates to the request for review.

We will review the claim promptly after we receive the request. We will send notice of our decision within 60 days after we receive the request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer to the relevant parts of the Group Policy.

LI.CL.OT.01

## **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.OT.1

# BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

## A. Payment Of Benefits

- 1. Except as provided in item 6 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
- 2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
- 3. The benefits below will be paid to you if you are living.
  - a. AD&D Insurance benefits payable because of the death of your Dependent.
  - b. Dependents Life Insurance benefits.
  - c. Supplemental Life Insurance benefits payable because of the death of your Spouse.
  - d. Accelerated Benefits.
- 4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.

- c. The brothers and sisters of the Dependent.
- d. Your estate.
- 5. Supplemental Life Insurance benefits payable because of the death of your Spouse which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - 1. The children of your Spouse.
  - 2. The parents of your Spouse.
  - 3. The brothers and sisters of your Spouse.
  - 4. Your estate.
- 6. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

# B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You must name or change Beneficiaries in writing. Your designation:

- 1. Must be dated and signed by you;
- 2. Must be delivered to the Policyowner or Employer during your lifetime;
- 3. Must relate to the insurance provided under the Group Policy; and
- 4. Will take effect on the date it is delivered to the Policyowner or Employer.

If we approve it, a written designation signed and dated by you under the Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

#### C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

- 1. Your spouse.
- 2. Your children.
- 3. Your parents.
- 4. Your brothers and sisters.
- 5. Your estate.

#### E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$10,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest:
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.
- 3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$10,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

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## ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyowner, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;

- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits:
  - c. Amount of benefits payable;
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

## TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss: and
- 2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

## **INCONTESTABILITY PROVISIONS**

# A. Incontestability Of Insurance

Any statement made to obtain insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

- 1. The insurance would not have been approved if we had known the truth; and
- 2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years.

## B. Incontestability Of Group Policy

Any statement made by the Policyowner or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyowner or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

- 1. The Group Policy would not have been issued if we had known the truth; and
- 2. We have given the Policyowner or Employer a copy of a written instrument signed by the Policyowner or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.OT.1

## CLERICAL ERROR, AGENCY, AND MISSTATEMENT

#### A. Clerical Error

Clerical error by the Policyowner, your Employer, or their respective employees or representatives will not:

- 1. Cause a person to become insured.
- 2. Invalidate insurance otherwise validly in force.
- 3. Continue insurance otherwise validly terminated.

# B. Agency

The Policyowner and your Employer act on their own behalf as your agent, and not as our agent.

#### C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- 1. The amount of insurance based on the correct age; and
- 2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.1

## **DEFINITIONS**

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**).

A. Partners, P.C. Partners, Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Annual Earnings means your annual compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Annual Earnings means your annual compensation received by your professional corporation from the Policyowner during the Policyowner's prior tax year. Your annual compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return:

- 1. Your ordinary income (loss) from trade or business activity(ies).
- 2. Your guaranteed payments, if you are a Partner.
- 3. Your net profit from business.
- 4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Annual Earnings will be 12 times your average monthly compensation for your period as a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

#### B. All Other Members

Annual Earnings means your Annual Rate of Earnings from your Employer.

Annual Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Overtime pay.
- 4. Shift differential pay.
- 5. Any other extra compensation.

#### C. All Members

Annual Earnings includes:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(a), 401(k), 403(b), 408(k), 414(h) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
- 2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

## Child means:

- 1. Your unmarried child from live birth through age 20 (through age 24 if a registered student in full time attendance at an accredited educational institution); or
- 2. Your unmarried child who meets either of the following requirements:
  - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
  - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child; or
- ii. Your stepchild, if living in your home;

Your child is Disabled if your child is:

- 1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
- 2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

- 1. Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about the applicant's health;
- 3. Undergo a physical examination, if required by us, which may include blood testing; and
- 4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyowner and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyowner or Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. Spouse does not include a person who is a full-time member of the armed forces of any country.

Supplemental Life Insurance means supplemental life insurance, if any, under the Group Policy.

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## **EXHIBIT 9**

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company 900 SW Fifth Avenue Portland, Oregon 97204-1282 (503) 321-7000

# **CERTIFICATE**

## **GROUP LIFE INSURANCE**

Policyholder: City of Grand Junction

Policy Number: 123467-B

Effective Date: February 1, 2001

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.

President

GC190-LIFE/S399

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## **COVERAGE FEATURES**

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

# GENERAL POLICY INFORMATION

Group Policy Number: 123467-B

Type of Insurance Provided:

Life Insurance: Yes

Supplemental Life Insurance: Not applicable

Dependents Life Insurance: Yes

Accidental Death And Dismemberment

(AD&D) Insurance: Not applicable

Policyholder: City of Grand Junction City of Grand Junction Employer(s):

Group Policy Effective Date: February 1, 2001

Policy Issued in: Colorado

# BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in Life Insurance and Active Work Provisions. requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member: You are a Member if you are:

1. An active benefit eligible employee; and

2. Regularly working at least 20 hours each week.

You are not a Member if you are:

1. A temporary or seasonal employee; or

2. A full time member of the armed forces of any country.

Class Definition: None

Eligibility Waiting Period: You are eligible on one of the following dates, but not

before the Group Policy Effective Date:

If you are a Member on the Group Policy Effective Date, you are eligible on the first day of your bi-weekly pay period following 6 consecutive months as a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day following 6

consecutive months as a Member.

Evidence of Insurability:

# Required:

- a. For late application for Contributory insurance.
- b. For reinstatements if required.
- c. For Members and Dependents eligible but not insured under the Prior Plan.
- d. For any Life Insurance Benefit in excess of the Guarantee Issue Amount of \$100,000. However, this requirement will be waived on the Group Policy Effective Date for an amount equal to the amount of life insurance under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date.
- e. For any Dependents Life Insurance Benefit in excess of the Guarantee Issue Amount of \$10,000.
- f. For any elective increase in your Life Insurance Benefit.
- g. For any elective increase in Dependents Life Insurance Benefit for your Spouse.
- h. For becoming insured for any amount greater than the amount for which you were insured under the Prior Plan, if your insurance under the Prior Plan was limited because you did not provide evidence of insurability or because your evidence of insurability was not approved.

## PREMIUM CONTRIBUTIONS

Life Insurance: Contributory

Dependents Life Insurance: Contributory

## SCHEDULE OF INSURANCE

#### SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit: You may apply for Life Insurance in multiples of \$10,000,

from \$10,000 to \$300,000.

Repatriation Benefit: The expenses incurred to transport your body to a

mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit,

whichever is less.

For your Spouse:

Dependents Life Insurance Benefit: You may apply for Dependents Life Insurance in multiples

of \$5,000, from \$5,000 to \$150,000.

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Life Insurance.

For your Child:

Dependents Life Insurance Benefit: You may apply for Life Insurance in multiples of \$2,000,

from \$2,000 to \$10,000.

The amount of Dependents Life Insurance for your Child may not exceed 100% of the amount of your Life Insurance.

#### REDUCTIONS IN INSURANCE

If you or your Spouse reaches an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Life Insurance:

Age Of Member Percentage

65 through 69 65% 70 through 74 50% 75 or over 35%

Dependents Life Insurance For Your Spouse:

Age Of Spouse Percentage

70 or over 50%

OTHER BENEFITS

Waiver Of Premium: Yes
Accelerated Benefit: Yes

# OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:

Minimum Time Insured: 5 years

Maximum Conversion Amount: \$2,000

Suicide Exclusion: Applies to:

a. Life Insurance

b. Dependents Life Insurance for your Spouse

Leave Of Absence Period: 60 days

Insurance Eligible For Portability:

For you:

Life Insurance: Yes

Minimum combined amount: \$10,000

Maximum combined amount: \$300,000

For your Spouse:

Dependents Life Insurance: Yes

Minimum combined amount: \$5,000

Maximum combined amount: \$100,000

For your Child:

Dependents Life Insurance: Yes

Minimum combined amount: \$1,000

Maximum combined amount: \$5,000

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

#### LIFE INSURANCE

# A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

# B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

# C. Changes In Life Insurance

#### 1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification, age or Annual Earnings.

# 2. Decreases

A decrease in your Life Insurance because of a change in your classification, age or Annual Earnings becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

# D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

- 1. A Life Insurance Benefit is payable because of your death.
- 2. You die more than 200 miles from your primary place of residence.
- 3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

# E. Suicide Exclusion: Life Insurance

If your death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 1 year on the date of your death. In computing the 1-year period, we will include time you were insured under the Prior Plan.

2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

#### F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

1. Life Insurance subject to Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

- 2. Life Insurance not subject to Evidence Of Insurability
  - a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

#### 3. Takeover Provision

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

#### G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

- 1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
- 2. The date the Group Policy terminates;
- 3. The date your employment terminates; and
- 4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
  - c. During the first 60 days of:
    - (1) A temporary layoff; or

- (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features.**

#### H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

- 1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 30 days, the Eligibility Waiting Period will be waived.
- 2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
- 4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

(REPAT\_SUIC ALL) LI.LF.CO.1X

# **DEPENDENTS LIFE INSURANCE**

# A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

- C. Changes In Dependents Life Insurance
  - 1. Increases

You must apply in writing for any elective increase in your Dependents Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Dependents Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve that Dependent's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase.

An increase in your Dependents Life Insurance because of an increase in your Life Insurance becomes effective on the date your Life Insurance increases.

#### 2. Decreases

A decrease in your Dependents Life Insurance because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.

# D. Suicide Exclusion: Dependents Life Insurance

If a Dependent's death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below will apply.

- 1. The amount payable will exclude the amount of Dependents Life Insurance which has not been continuously in effect for at least 2 years on the date of death. In computing the 2-year period, we will include time insured under the Prior Plan.
- 2. We will refund all premiums paid for Dependents Life Insurance which is excluded from payment under this suicide exclusion which we determine are attributable to that Dependent.

# E. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

# F. Becoming Insured For Dependents Life Insurance

# 1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date your Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

# 2. Effective Date

The **Coverage Features** states whether your Dependents Life Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

- 1. The date your Life Insurance becomes effective; and
- 2. The first day of the calendar month coinciding with or next following the date we approve the Dependent's Evidence Of Insurability.

# b. Dependents Life Insurance Not Subject To Evidence Of Insurability

1. Noncontributory Dependents Life Insurance

Noncontributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the later of:

- i. The date your Life Insurance becomes effective; and
- ii. The date you first acquire a Dependent.

# 2. Contributory Dependents Life Insurance

You must apply in writing for Contributory Dependents Life Insurance and agree to pay premiums. Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- i. The date your Life Insurance becomes effective if you apply on or before that date;
- ii. The date you become eligible to insure your Dependents if you apply on or before that date; and
- iii. The date you apply if you apply within 31 days after you become eligible.

Late Application: Evidence Of Insurability is required for each Dependent if you apply more than 31 days after you become eligible.

- c. While your Dependents Life Insurance is in effect, each new Child becomes insured immediately.
- d. Takeover Provision

Each Dependent who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

# G. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

- 1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
- 2. The date your Life Insurance ends;
- 3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
- 4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
- 5. For your Spouse, the date of your divorce;
- 6. For any Dependent, the date the Dependent ceases to be a Dependent; and
- 7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

(SP & CH\_SUIC ALL) LI.DL.OT.1

#### **ACTIVE WORK PROVISIONS**

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

- 1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
- 2. You were Actively At Work on your last scheduled work day before the date of your absence; and
- 3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

LI.AW.OT.1

# PORTABILITY OF INSURANCE

# A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

- 2. On the date your employment terminates, you are under age 65.
- 3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
- 4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

#### B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

#### C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy.

(WITH DL REF) LI.TP.OT.1

#### WAIVER OF PREMIUM

#### A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

- 1. You become Totally Disabled while insured under the Group Policy and under age 60;
- 2. You complete your Waiting Period; and
- 3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

#### B. Definitions For Waiver Of Premium

- 1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
- 2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
- 3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

#### C. Premium Payment

Premium payment must continue until the later of:

- 1. The date you complete your Waiting Period; and
- 2. The date we approve your claim for Waiver Of Premium.

#### D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

#### E. Amount Of Insurance

The amount of Insurance continued without payment of premium is the amount in effect on the day before you become Totally Disabled, subject to the following:

- 1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
- 2. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.
- 3. The amount of Supplemental Life Insurance on your Spouse will be the lesser of:
  - a. The amount in effect on the day before you become Totally Disabled; and
  - b. The amount in effect one year before the date you become Totally Disabled.

# F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

#### G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

#### H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

- 1. The date you cease to be Totally Disabled;
- 2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
- 3. The date you fail to attend an examination or cooperate with the examiner;
- 4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
- 5. The date you reach age 65.

(ELIG 60\_TERMS 65) LI.WP.OT.1

# ACCELERATED BENEFIT

# A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

# B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

#### C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

# D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit: minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

- A = The amount of the Accelerated Benefit.
- B = The monthly average of our variable policy loan interest rate.
- C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

#### E. Exclusions

No Accelerated Benefit will be paid if:

- 1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
- 2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
- 3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
- 4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
- 5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
- 6. You have previously received an Accelerated Benefit under the Group Policy.

# F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit and Supplemental Life Insurance Benefit, if any, under the Group Policy.

LI.AB.OT.5

# **RIGHT TO CONVERT**

#### A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

- 1. Your Insurance ends or is reduced due to a Qualifying Event; and
- 2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

#### B. Definitions For Right To Convert

- 1. Conversion Period means the 31-day period after the date of any Qualifying Event.
- 2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.

- 3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Benefit.
- 4. You and your mean any person insured under the Group Policy.

# C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

- 1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
- 2. The maximum amount you have a Right To Convert is the lesser of:
  - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
  - b. The Maximum Conversion Amount. See Coverage Features.

# D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

- 1. A term insurance policy;
- 2. A universal life policy;
- 3. A policy with disability, accidental death, or other additional benefits; or
- 4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

# E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.OT.1

#### **CLAIMS**

# A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

# B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

#### C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

- 1. For which the Group Policy provides benefits;
- 2. Which is not subject to any exclusions; and
- 3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

# D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

# E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

#### F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims, within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

- 1. The reasons for our decision.
- 2. Reference to the parts of the Group Policy on which our decision is based.
- 3. A description of any additional information needed to support the claim.
- 4. Information concerning the claimant's right to a review of our decision.

# G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium;

2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims, within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims, the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

- 1. The reasons for our decision.
- 2. Reference to the parts of the Group Policy on which our decision is based.
- 3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG) LI.CL.OT.5

#### ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.OT.1

#### BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

# A. Payment Of Benefits

1. Except as provided in item 6 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.

- 2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
- 3. The benefits below will be paid to you if you are living.
  - a. AD&D Insurance benefits payable because of the death of your Dependent.
  - b. Dependents Life Insurance benefits.
  - c. Supplemental Life Insurance benefits payable because of the death of your Spouse.
  - d. Accelerated Benefits.
- 4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.
  - d. Your estate.
- 5. Supplemental Life Insurance benefits payable because of the death of your Spouse which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of your Spouse.
  - b. The parents of your Spouse.
  - c. The brothers and sisters of your Spouse.
  - d. Your estate.
- 6. Additional Benefits will be paid as follows:

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

# B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You must name or change Beneficiaries in writing.

# Your designation:

- 1. Must be dated and signed by you;
- 2. Must be delivered to the Policyholder or Employer during your lifetime;
- 3. Must relate to the insurance provided under the Group Policy; and
- 4. Will take effect on the date it is delivered to the Policyholder or Employer.

If we approve it, a written designation signed and dated by you under the Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

# C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

- 1. Your spouse.
- 2. Your children.
- 3. Your parents.
- 4. Your brothers and sisters.
- 5. Your estate.

# E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$10,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.
- 3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$10,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(NO FB\_REPAT) LI.BB.OT.4

# ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret

the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. Amount of benefits payable;
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

#### TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss; and
- 2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

# **INCONTESTABILITY PROVISIONS**

#### A. Incontestability Of Insurance

Any statement made to obtain insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

- 1. The insurance would not have been approved if we had known the truth; and
- 2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years.

# B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

- 1. The Group Policy would not have been issued if we had known the truth; and
- 2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.OT.1

# CLERICAL ERROR AND MISSTATEMENT

#### A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

- 1. Cause a person to become insured;
- 2. Invalidate insurance under the Group Policy otherwise validly in force; or
- 3. Continue insurance under the Group Policy otherwise validly terminated.
- B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.
- C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- 1. The amount of insurance based on the correct age; and
- 2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

#### D. Misstatement Of Tobacco Use

If a person's use of tobacco has been misstated in the application, we have the rights in 1 and 2 below:

- 1. The right to rescind that person's insurance subject to **Incontestability Provisions**. We will return the premiums paid for that person's insurance.
- 2. The right to make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:
  - a. The amount of insurance based on the correct tobacco use status; and
  - b. The difference between the premiums paid and the premiums which would have been paid if the tobacco use status had been correctly stated.

(TOBAC REFS) LI.CE.OT.2

# **DEFINITIONS**

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**).

A. Partners, P.C. Partners, L.L.C. Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Annual Earnings means your annual compensation from the Policyholder during the Policyholder's prior tax year. If you are a P.C. Partner, Annual Earnings means your annual compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your

annual compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return:

- 1. Your ordinary income (loss) from trade or business activity(ies).
- 2. Your guaranteed payments, if you are a Partner.
- 3. Your net profit from business.
- 4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Annual Earnings will be 12 times your average monthly compensation for your period as a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

#### B. All Other Members

Annual Earnings means your Annual Rate of Earnings from your Employer.

Annual Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Overtime pay.
- 4. Shift differential pay.
- 5. Any other extra compensation.

#### C. All Members

Annual Earnings includes:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(a), 401(k), 403(b), 408(k), 414(h) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
- 2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

# Child means:

- 1. Your unmarried child from live birth through age 20 (through age 24 if a registered student in full time attendance at an accredited educational institution); or
- 2. Your unmarried child who meets either of the following requirements:
  - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
  - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

i. Your adopted child; or

ii. Your stepchild, if living in your home;

Your child is Disabled if your child is:

- 1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
- 2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

- 1. Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about the applicant's health;
- 3. Undergo a physical examination, if required by us, which may include blood testing; and
- 4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

Supplemental Life Insurance means supplemental life insurance, if any, under the Group Policy.

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ALIC99X





# **Purchasing Division**

# **ADDENDUM NO. 1**

**DATE:** August 30, 2013

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: RFP-3733-13-NJ Employee Life, AD&D and Disability Insurance

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following changes or clarifications:

1. **Inquiry Deadline Extended**: The inquiry deadline for this RFP has been changed and extended. Section 4.8 shall now read as:

# 4.8. Anticipated Schedule of Activities:

Request for Proposals Available
Last Day for Questions
Due Date for Proposals Prior to 3:30 PM
Review and Shortlist for Interviews (If Desired)

August 26, 2013
September 3, 2013 @ 10:00 A.M. MDT
September 10, 2013
September 11-12, 2013

Review and Shortlist for Interviews (If Desired)
 Interviews (If Desired)
 September 17-12, 201
 September 17, 2013
 September 18, 2013
 Administrative Approval by Owner
 September 17-12, 201
 October 2, 2013

2. **Question 1**: "Curious, does the City of Grand Junction utilize an insurance broker/consultant at all for these coverage's?"

**Response**: The Owner does not utilize broker or Consulting Service. See Section 4.1 of the Original Solicitation for further confirmation.

- 3. **Question 2**: "Please confirm that you are not working with a broker/consultant?" **Response**: See the response to Question 1.
- 4. **Question 3**: "When was the last time you offered a true open enrollment for the voluntary term life?"

**Response**: The city has not offered open enrollment at any time in recent history. In 2001, The Standard took over coverage, and grandfathered all existing employee coverage.

5. **Question 4:** "Can you provide a census in Excel? Including occupations, salary, voluntary term life volume, gender, and DOB?"

**Response**: All requested information is included in the updated census information attached.

PLEASE NOTE: Due to an error in a City reporting function, the census data provided with this addendum is different than that originally provided with the RFP. This data should be used for rating purposes in place of the originally supplied data.

- 6. **Question 5**: "Can you send the questionnaires in a word document?" **Response**: Yes. Documents have been uploaded to the Rocky Mountain E-Purchasing Website. (\*all following references to "newly added\*" have also been uploaded)
- 7. **Question 6**: "Please provide the inforce LTD booklet. We also need confirmation on the maximum benefit- \$5k or \$6k. The RFP and questionnaire are conflicting." **Response**: Newly added\* is the current LTD coverage document, and a separate document with applicable amendments. An Administrator's Guide is also included in updated documents. \$5,000 LTD maximum benefit. See page 2 of LTD Policy Document provided.
- 8. **Question 7**: "I am inquiring about the Group Life Insurance RFP, would it be possible to please obtain the census in Excel format?" **Response**: Provided. See answer to question 4
- Question 8: "Please provide the census of active employees, retirees, and Supplemental Life elections (exhibits 5, 6, and 7) in Excel format."
   Response: Provided. See answer to question 4
- 10. **Question 9**: "What are the current rates for each line of coverage? If not willing to provide rates, please provide a history of covered volume by year or by month for the last 5 years for each line of coverage."

**Response**: For purposes of this RFP, in fairness to the current insurer who will also be submitting a proposal, The City will not provide their current or 2014 quoted rates

11. Question 10: "Have there been any rate changes in the last 5 years? If so, please provide details."

**Response**: Yes, however see answer to question 9 above.

12. **Question 11**: "Have there been any contract/benefit changes or amendments on Life, AD&D or Disability in the last 5 years? If so please provide details."

**Response**: Yes. See newly added\* documents with plan amendments and Notices.

- 13. **Question 12**: "Do City employees participate in Colorado PERA or Social Security?" **Response**: Owner employees, with the exception of Sworn Police and Fire, participate in Social Security. Sworn Police and Fire employees participate solely in a 401 (a) Retirement Account. (See answer to question 13 below.)
- 14. **Question 13**: "Are fire and police employees eligible for FPPA benefits?" **Response**: Yes. All sworn Fire and Police are eligible for FPPA disability benefits, and if approved through the FPPA process, would only qualify for the minimum LTD benefit. Note that per FPPA guidelines, some officers who "age off" the benefit do not qualify for coverage.

- 15. **Question 14**: "Regarding the Life experience in Exhibit 3: The summary exhibit showing earned premium and incurred claims appears to be combined numbers for Basic, Dependent and Supplemental Life. Please provide the exhibit separately for each." **Response**: This is the only report that we have from The Standard at this time. We will request a report with separate data, and will attempt to deliver this in a later supplement.
- 16. **Question 15**: "Regarding the Life experience in Exhibit 3: The claims detail exhibit showing amount paid for each claim, and waiver of premium claims, appears to include both Basic and Supplemental Life. Please provide the exhibit separately for each, or identify which claims are Basic versus Supplemental for paid claims and also waiver of premium claims." **Response**: See answer to question 14 above.
- 17. **Question 16**: "Regarding the Life experience in Exhibit 3: Please provide the Life and LTD summary exhibits showing earned premium and incurred claims for the years 2009 and 2010 as well. The exhibits provided only break out 2011, 2012 and YTD 2013 so there is less than 3 years of experience to use (the total showing 2001 to 2013 is not useful)." **Response**: See answer to question 14 above.
- 18. Question 17: "Are there any service, administration, claims or other issues you would like to address with this RFP? Or is the primary reason for the RFP to check rates?" Response: The City does wish to evaluate rates. However, rates are not the only criteria which are important in evaluating proposals. References supplied will be used to evaluate service, claims and other issues that are equally important
- 19. **Question 18**: "Please provide a copy of the Long Term Disability contract (the Basic and Supplemental Life/AD&D contracts are provided with the RFP, but the LTD contract is missing)."

**Response**: See the answer to question 6 above.

20. **Question 19**: "What does the City have for Short Term Disability, PTO or Sick Leave? If Sick Leave can be accumulated what is the maximum accumulation? Does it need to be exhausted prior to receiving LTD benefits? If so, please provide a census with accumulated sick leave balances."

**Response**: The City has a PTO leave policy. Disabled employees must first use 80 hours of PTO. They then become eligible for another 448 hours of Short Term Disability, a benefit which is self-insured by the City. (Multiply the 80 and 448 hour numbers by 1.4 for Sworn Fire on 112 hour/week schedules.)

21. **Question 20**: "Does the City have an EAP program? If so, who is the provider and what is the cost?"

**Response**: The City has an EAP program which is provided through a separate vendor from the LTD or Life programs, and which will be continued through 2014.

22. **Question 21**: "How does the City enroll voluntary benefits (such as the Supplemental Life)? Online system? Paper?"

Response: Paper.

23. Question 22: "Please provide a census on excel format."

Response: Provided. See answer to guestion 4.

24. **Question 23**: "The census provided did not identify the supplemental life benefit amount. Can you please provide that information? If retirees are eligible, please identify them on the census."

Response: Provided. See answer to question 4.

25. **Question 24**: "The census did not identify annual salary to price the ltd. Can you please confirm the effective date desired is Jan 1, 2014?"

**Response**: Provided. See answer to question 4.

26. Question 25: "Please provide the in-force rates and rate history"

Response: Not Provided. See answer to question 8.

27. **Question 26**: "Please provide the in-force life or ltd contracts to determine full benefits and eligibility"

Response: Provided. See answer to question 6.

28. Question 27: "Do you have an Excel Census with side by side Occupations listed for each individual at this group? Also, if you could send over current/renewal rates that will help my underwriters hopefully get a little bit closer to the rate were looking for."

Response: See answer to questions 4 and 8.

29. **Question 28**: "Are the current rates available for the LTD plan? **Response**: Not Provided. See answer to question 8.

- 30. Question 29: "Is there a current policy or plan summary of your LTD plan available?" Response: See newly added\* documents uploaded to the Rocky Mountain E-Purchasing Website.
- 31. Question 30: "Is there any City, County or State retirement plan available to your employees that has a LTD benefit to it that would be an offset to the City's LTD plan?"

  Response: See answer to question 14 above.

The original solicitation for the project noted above is amended as noted. Receipt of this addendum must be acknowledged in your solicitation response.

All other conditions of subject remain the same.

Respectfully,

Nicholas Jones, Buyer

Nichla C for

City of Grand Junction, Colorado

Attached to and made a part of Group Policy 123467-C issued to City of Grand Junction as Policyowner.

Effective September 1, 2002, and subject to the **Active Work Provisions**, the **Reinstatement Of Insurance** section of the Group Policy is amended to read as follows:

# REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

- 1. If you cease to be a Member because of a covered Disability, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
- 2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 30 days, the Eligibility Waiting Period will be waived.
- 3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
- 5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
  - a. If you become insured again within 90 days.
  - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
- 6. In no event will insurance be retroactive.

LT2.RE.01

STANDARD INSURANCE COMPANY

By

Royald S. Vinger

Michael T. Wins low
Corporate Secretary

Attached to and made a part of Group Policy 123467-C issued to City of Grand Junction as Policyowner.

Effective February 1, 2001, Part C. Preexisting Condition of the **Disabilities Excluded From Coverage** section is amended to read as follows:

# C. Preexisting Condition

# 1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done or for which a reasonably prudent person would have done any of the following:
  - i. Consulted a physician or other licensed medical professional;
  - ii. Received medical treatment, services or advice;
  - iii. Undergone diagnostic procedures, including self-administered procedures;
  - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before your insurance becomes effective.

#### 2. Exclusion

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for 12 months; and
- b. Have been Actively At Work for at least one full day after the end of that 12 months.

STANDARD INSURANCE COMPANY

By

President

Secretary

Michael T. Winslow

Attached to and made a part of Group Policy 123467-C issued to City of Grand Junction as Policyowner.

Effective February 1, 2001, the Group Policy is amended by the addition of the following:

# **CONVERSION OF INSURANCE**

Conversion Of Insurance Benefit

When your insurance ends, you may buy LTD conversion insurance if you meet 1 through 5 below.

- 1. Your insurance ends for a reason other than:
  - a. Termination or amendment of the Group Policy;
  - b. Your failure to make a required premium contribution; or
  - c. Your retirement.
- 2. You were continuously insured under your Employer's long term disability insurance plan for at least one year as of the date your insurance ended.
- 3. You are not Disabled on the date your insurance ends.
- 4. You are a citizen or resident of the United States or Canada.
- 5. You must apply in writing and pay the first premium to us within 31 days after your insurance ends.

Your LTD conversion insurance becomes effective on the day after your insurance ends.

The maximum LTD conversion insurance benefit you may select is the smallest of:

- 1. \$4,000 (however, if you provide satisfactory Evidence Of Insurability, this upper limit is \$8,000);
- 2. 60% of your insured Predisability Earnings on the date your insurance ended; and
- 3. The LTD Benefit payable if you had become Disabled on the day before your insurance ended and you had no Deductible Income.

The maximum LTD conversion insurance benefit is reduced by deductible income. The certificate we will issue to you when your LTD conversion insurance becomes effective will contain other provisions which will also differ from the Group Policy.

LT2.CV.01

STANDARD INSURANCE COMPANY

By

President

Secretary

Michel I. Winslow

Attached to and made a part of Group Policy 123467-C issued to City of Grand Junction as Policyholder.

Effective November 1, 2006, Part F. Grace Period And Termination For Nonpayment of the **Policyholder Provisions** section is amended to read as follows:

F. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 60 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for coverage during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

[(NO DIV) LT.PO.CO.1X]

STANDARD INSURANCE COMPANY

By

President

Secretary

Michel T. Winslow

Attached to and made a part of Group Policy 123467-C issued to City of Grand Junction as Policyholder.

Effective October 1, 2007, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The General Policy Information portion of the **Coverage Features** is amended to provide the following:

Class Definition:

Class 1: Firefighters

Class 2: All other Members

2. The **Predisability Earnings** section is amended to read as follows:

#### PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.

A. Partners, P.C. Partners, Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Predisability Earnings means your average monthly compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Predisability Earnings means the average monthly compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your average monthly compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return, and dividing by 12 (or by the number of months you were a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder if less than 12):

- 1. Your ordinary income (loss) from trade or business activity(ies).
- 2. Your guaranteed payments, if you are a Partner.
- 3. Your net profit (loss) from business.
- 4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Predisability Earnings will be your average monthly compensation for your period as a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

B. All Other Members

Class 1:

Predisability Earnings means your monthly rate of earnings from your Employer, including:

Scheduled overtime pay averaged over the preceding 12 months or over the period of your employment if less than 12 months, subject to a Scheduled Maximum Overtime Limit of 69 hours per month.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Shift differential pay.
- 2. Unscheduled overtime pay.
- 5. Any other extra compensation.

Class 2:

Predisability Earnings means your monthly rate of earnings from your Employer.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Shift differential pay.
- 4. Overtime pay.
- 5. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours plus the Scheduled Overtime Maximum shown above. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours plus the Scheduled Overtime Maximum shown above.

# C. All Members

Predisability Earnings includes:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(a), 401(k), 403(b), 408(k), 408(p), 414(h) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
- 2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

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AMENDME	NT N	OT I	N FORCE	UNLES	s signei	D BY AN	AUTHOR	RIZED REP	RESENTA	TIVE	OF 7	THE
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ISSUE.												

Dated at	
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Ву \_\_\_\_\_

STANDARD INSURANCE COMPANY

City of Grand Junction

Ву

President

Corporate Secretary

Attached to and made a part of Group Policy 123467-C issued to City of Grand Junction as Policyholder.

Effective February 1, 2010, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The General Policy Information portion of the **Coverage Features** is amended to provide the following definition of Member:

#### Member means:

- 1. An active full-time Council approved employee of the Employer;
- 2. Actively At Work at least 32 hours per week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
- 3. A resident or citizen of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

2. The **Becoming Insured** section is amended to read as follows:

# **BECOMING INSURED**

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

- 1. An active full-time Council approved employee of the Employer;
- 2. Actively At Work at least 32 hours per week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
- 3. A resident or citizen of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

LT2.BI.01

STANDARD INSURANCE COMPANY

By

President

Corporate Secretary

#### NOTICE OF PLAN CHANGE

To

Members insured under Group Policy 123467-C issued to City of Grand Junction as Policyowner.

Effective February 1, 2001, Part C. Preexisting Condition of the **Disabilities Excluded From Coverage** section has been amended to read as follows:

# C. Preexisting Condition

#### 1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done or for which a reasonably prudent person would have done any of the following:
  - i. Consulted a physician or other licensed medical professional;
  - ii. Received medical treatment, services or advice;
  - iii. Undergone diagnostic procedures, including self-administered procedures;
  - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before your insurance becomes effective.

# 2. Exclusion

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for 12 months; and
- b. Have been Actively At Work for at least one full day after the end of that 12 months.

Please attach this notice to your certificate.

STANDARD INSURANCE COMPANY

# NOTICE OF PLAN CHANGE

To

Members insured under Group Policy 123467-C issued to City of Grand Junction as Policyowner.

Effective September 1, 2002, and subject to the **Active Work Provisions**, the **Reinstatement Of Insurance** section of the Group Policy has been amended to read as follows:

#### REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

- 1. If you cease to be a Member because of a covered Disability, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
- 2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 30 days, the Eligibility Waiting Period will be waived.
- 3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
- 5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
  - a. If you become insured again within 90 days.
  - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law
- 6. In no event will insurance be retroactive.

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Please attach this notice to your certificate.

STANDARD INSURANCE COMPANY

#### NOTICE OF PLAN CHANGE

To

Members insured under Group Policy 123467-C issued to City of Grand Junction as Policyholder.

Effective October 1, 2007, and subject to the **Active Work Provisions**, the Group Policy has been amended as follows:

1. The General Policy Information portion of the **Coverage Features** has been amended to provide the following:

Class Definition:

Class 1: Firefighters

Class 2: All other Members

2. The **Predisability Earnings** section has been amended to read as follows:

#### PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.

A. Partners, P.C. Partners, Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Predisability Earnings means your average monthly compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Predisability Earnings means the average monthly compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your average monthly compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return, and dividing by 12 (or by the number of months you were a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder if less than 12):

- 1. Your ordinary income (loss) from trade or business activity(ies).
- 2. Your guaranteed payments, if you are a Partner.
- 3. Your net profit (loss) from business.
- 4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Predisability Earnings will be your average monthly compensation for your period as a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

B. All Other Members

Class 1:

Predisability Earnings means your monthly rate of earnings from your Employer, including:

Scheduled overtime pay averaged over the preceding 12 months or over the period of your employment if less than 12 months, subject to a Scheduled Maximum Overtime Limit of 69 hours per month.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Shift differential pay.
- 2. Unscheduled overtime pay.
- 5. Any other extra compensation.

Class 2:

Predisability Earnings means your monthly rate of earnings from your Employer.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Shift differential pay.
- 4. Overtime pay.
- 5. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours plus the Scheduled Overtime Maximum shown above. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours plus the Scheduled Overtime Maximum shown above.

#### C. All Members

Predisability Earnings includes:

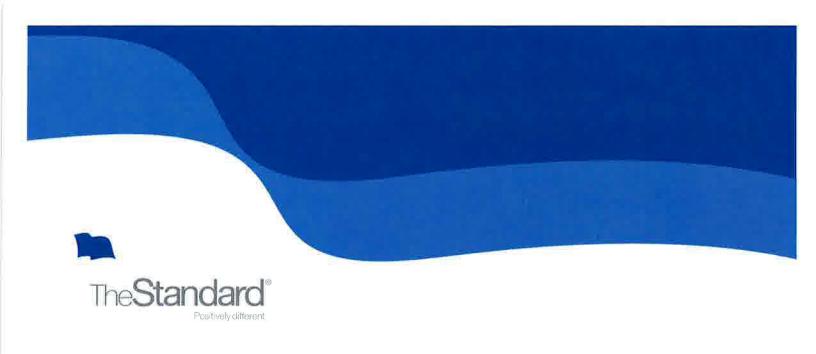
- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(a), 401(k), 403(b), 408(k), 408(p), 414(h) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
- 2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

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Please attach this notice to your certificate.

STANDARD INSURANCE COMPANY



# STANDARD INSURANCE COMPANY Group Insurance Plan Administration Guide

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### Using the Guide

### The Guide and Your Group Policy

This guide has been designed to help you administer your group insurance with Standard Insurance Company. It does not amend, alter or waive any provision in your Group Policy with The Standard.

The guide contains information about many different features and provisions included in The Standard's policies. The policy terminology and provisions referenced may vary from those issued to you. Consult your Group Policy to verify the terms and provisions of your Group Policy and to determine which provisions and features pertain to your employees.

In certain states, The Standard provides group insurance coverage through a trust. With this arrangement, a Group Policy is issued to the trust. Separate groups insured under the trust are provided with a Statement of Coverage, which describes the terms of coverage. For trust groups, this guide's use of the term "Policyholder" will apply to the Employer to which The Standard provides the Statement of Coverage. Referenced Group Policy provisions will apply as approved for that Employer's eligible employees, including any options and variables requested by the Employer.

References to policy terminology and provisions are capitalized in the guide. To locate these terms in your Group Policy or Statement of Coverage, check the Index of Defined Terms or Table of Contents.

The Standard is pleased to assist you as administrator for your group insurance program. If you have any questions that are not answered by this guide or your Group Policy, contact us directly for assistance, according to the *Contacts for Questions* section of this guide.

### Plan Administrator Responsibilities

As administrator of your group insurance plan with The Standard, you are responsible for many tasks that are essential to ensuring accurate and timely administration of the plan. Your responsibilities include the following activities, which are explained in more detail under the designated sections of the guide. Be sure to review your Group Policy and this guide carefully to understand the policy terms and all the tasks required to properly administer your plan.

### **Eligibility and Enrollment**

- Determine when employees are eligible for insurance coverage.
- Enroll employees for coverage and maintain related plan records.
- Assist employees in submitting required applications.

### Changes, Terminations and Reinstatements

- Communicate changes and assist employees in completing related forms.
- Determine when insurance terminates and offer conversion and/or portability as appropriate.

#### Certificates and Notices

- Provide certificates of insurance and notices of plan changes (when issued) to all insured employees.
- Personalize certificates if required.

### **Billing Administration**

- Submit billing statements and pay premiums when they are due.
- Report employee adjustments for billing.
- Monitor benefit claims to assure proper coordination with billing.

### **Benefits Administration**

- Make required claim forms available to your insured employees.
- Complete employer portions of benefit claim forms and provide required attachments.

### Contacts for Questions (West)

If you have questions that are not answered by this material or your Group Policy, contact your insurance consultant or the Employee Benefits Sales and Service Office for your area. You may also direct questions to specific departments at The Standard.

Life Insurance Claims
Consolidated Disability Insurance Claims
Long Term Disability Insurance Claims
Short Term Disability Insurance Claims
Policyholder Tax Questions 800.525.3973
Evidence Of Insurability
Plan Administration and Billing
Fax Line for Employee Changes

### AdminEASE<sup>SM</sup> Plan Administration Tools

### **Available Services**

To assist you in managing your employee benefits program, we offer our secure, online AdminEASE<sup>SM</sup> plan administration tools. The services are customized to the group insurance products you have purchased with The Standard. You may add the following optional features to the basic AdminEASE<sup>SM</sup> services:

- Electronic Billing Administration which allows the submission of employee billing changes as they occur and provides premium billing statements on demand
- E-Contract Documents<sup>sM</sup> service which enables you to print group insurance documents and view, print or download your group certificate to distribute to employees
- Evidence Reporting which enables you to readily verify the status of Evidence Of Insurability applications, view data online or download to a spreadsheet
- Reports Online<sup>SM</sup> claims management tool which enables you to monitor the status of claims and access timely claims management data to evaluate trends and expenses

For more information about AdminEASE<sup>SM</sup> plan administration tools, visit our demonstration site at http://adminease.standard.com.

### Signing up for AdminEASE™

To sign up for the services, you may submit the online request for an account or contact the Employee Benefits Sales and Service Office for your area. The online request is available at <a href="http://adminease.standard.com">http://adminease.standard.com</a>.

### Eligibility and Enrollment

### **Eligibility and Effective Dates**

To become insured, an employee must satisfy your Group Policy's definition of Member and meet requirements for Active Work, Eligibility Waiting Period and Evidence Of Insurability if applicable. Follow these steps as you consult your Group Policy to determine any applicable eligibility and effective date requirements for each employee:

- 1. Make sure the employee meets the definition of Member for your Group Policy, including working at least the stated number of hours per week.
- Check the Eligibility Waiting Period provision of your Group Policy to determine how long an employee must meet the definition of Member to become eligible for insurance.
  - If the Policyholder pays the entire premium, eligible employees who satisfy the Active Work requirement become insured when the Eligibility Waiting Period ends.

If employees pay all or part of the premium, they are eligible after completing the Eligibility Waiting Period. The effective date of insurance depends upon when the eligible employee applies for coverage.

- New employees who satisfy the Active Work requirement become insured after completing the Eligibility Waiting Period, if they apply on or before that date.
- New employees who apply within 31 days after the end of the Eligibility Waiting Period and satisfy the Active Work requirement become insured on the date they apply.

- If an employee enrolls more than 31 days after becoming eligible, or Evidence Of Insurability is otherwise required, the Evidence Of Insurability must be submitted and approved by The Standard in order for the employee to become insured. Once approved, insurance is effective on the date evidence is approved and the employee satisfies the Active Work requirement.
- 3. Make sure each employee meets the Active Work requirement. Your Group Policy explains how the Active Work requirement applies to employees who are absent or not scheduled to work on the date their insurance is scheduled to become effective, as well as how the requirement relates to insurance increases.
- 4. If Evidence Of Insurability is required by your Group Policy for any reason (see the Evidence Of Insurability provision) refer to applicable instructions in the *Eligibility and Enrollment*; *Changes, Terminations and Reinstatements* and *Billing Administration* sections of this guide.

### **Enrolling New Employees**

To add new employees to your plan, follow these steps:

- 1. Explain your group insurance program to all new employees.
- 2. If your employees pay all or a portion of premiums and for all Life Insurance coverages, instruct eligible employees to complete, sign and date an Enrollment and Change Form (SI 7533).
  - Review each form to be sure it is fully completed, including signature and date.
  - Fill in initial amounts of insurance and complete the Human Resources section at the bottom of the form.
  - Maintain the completed forms with your records.

**Note:** For Supplemental Life Insurance and Dependents Life Insurance, refer to your Group Policy for additional information about becoming insured.

- 3. Report changes and update billing as instructed in the *Billing Administration* section of this guide.
- 4. Provide each insured employee a Certificate of Insurance as instructed in the *Certificates and Notices* section of this guide.

### **Beneficiary Designations**

Insured employees may designate an individual or group of individuals as the Beneficiary for Group Life and/or Group Life and Accidental Death and Dismemberment insurance. In the absence of a named Beneficiary and for Dependents Life and Supplemental Life (Spouse), Group Policy provisions designate a Beneficiary. Please consult your Group Policy for that information.

### Naming a Beneficiary

To assist an insured employee in naming a Beneficiary, follow these steps:

- 1. Instruct the employee to complete, sign and date an Enrollment and Change Form (SI 7533), indicating the Beneficiary on the form. Advise the employee to review the Beneficiary information on page 2 of the form or for further help, call The Standard's Life and Waiver Claims at 800.628.8600.
- Maintain this form with your records and send it to The Standard only when required for a Waiver Of Premium, Life or Accidental Death and Dismemberment insurance claim.
- 3. Always keep a copy of the Enrollment and Change Form for your records.

Note: When the form to designate a Beneficiary is not properly completed or the designated Beneficiary is a minor (not of legal age), estate or legally incompetent person, delays in claims processing or payment may result. In addition, the conservator or Beneficiary may incur legal expenses. Your insured employees may wish to consider these possibilities when making their Beneficiary designations.

### Changing a Beneficiary

To assist an insured employee in changing a Beneficiary, follow these steps:

- 1. Instruct the insured employee to complete, sign and date an Enrollment and Change Form (SI 7533), indicating the new Beneficiary on the form. Advise the employee to review the Beneficiary information on page 2 of the form or for further help, call The Standard's Life and Waiver Claims at 800.628.8600.
- Maintain the insured employee's original Enrollment and Change Form (SI 7533) and any subsequent changes with your records. Send them to The Standard only when required for a Waiver Of Premium, Life or Accidental Death and Dismemberment Insurance claim. Always keep a copy of these forms for your records.

**Note:** Never alter or attempt to make a change by marking up an existing designation or election. Instead ask the insured employee to complete a new form.

### **Evidence Of Insurability**

Your Group Policy may include an Evidence Of Insurability requirement. This may apply to Group Life (including Dependents or Supplemental Life Insurance) and Disability coverages, depending on the plan design or benefit amount available.

**Note:** All insurance that is subject to Evidence Of Insurability may also be subject to your Group Policy's Active Work provisions before the coverage becomes effective.

### Evidence Of Insurability and Processing Required

Consult your Group Policy to determine if Evidence Of Insurability is required. Evidence may be required to obtain initial coverage, add or increase coverage or amounts, enroll late or reinstate coverage.

When an evidence requirement applies, the amount of coverage subject to medical underwriting is not in force until an application is approved in writing by The Standard. Review of the application, which is referred to as a Medical History Statement, may require up to several weeks to complete. Additional information may be requested from the applicant, physician or clinic, and the applicant may be required to submit to an exam which includes a urinalysis and blood sample. Delays in processing may result if all requested information is not submitted in a timely manner.

**Note:** Until you receive formal notification of approval and the Active Work requirement has been met, do not begin deducting or submit premiums for the amount of insurance coverage subject to evidence approval.

### Applying for Evidence Approval

To initiate the Evidence Of Insurability process, follow these steps:

- 1. Provide the eligible applicant a Medical History Statement for the appropriate state of residence, which you may verify through AdminEASE<sup>SM</sup> or by calling your local Employee Benefits Sales and Service Office at 800.633.8575. Stress that the form must be completed in its entirety to avoid processing delays.
  - **Note:** You may obtain this form online through AdminEASE<sup>SM</sup> or submit a Policyholder Supply Order (SI 2160).
- 2. Instruct the applicant to return the completed form to The Standard.

### **Notice of Approval or Declination**

When coverage has been approved or declined, The Standard will provide written notice to you and the applicant. After you receive notice of approval, follow these steps:

- 1. Verify that the stated amount of insurance is accurate.
- 2. Begin paying premiums based on the coverage effective date.

If coverage is declined, The Standard will notify the applicant directly regarding the specific reason for denial and provide a name and number to call with any questions. Due to privacy concerns, you will be notified only that coverage has been declined.

### **Evidence Required for Late Enrollees**

For plans under which insured employees pay all or part of the premiums, employees who do not enroll for coverage when initially eligible must submit Evidence Of Insurability in the following situations:

- An employee applies for coverage more than 31 days after becoming eligible (late application).
- An employee chooses to apply for coverage after having declined to participate earlier.
- An employee chooses to apply for coverage after having voluntarily withdrawn from the plan.

To assist the employee in applying for coverage, refer to your Group Policy and consult *Applying for Evidence Approval* and *Notice of Approval or Declination* in this section of the guide.

### Evidence Required for Increases in Coverage

Evidence Of Insurability may be required under the following circumstances for increases in coverage for employees insured under your plan:

- An insured employee wishes to increase the amount of insurance coverage subsequent to initial approval for a plan under which employees pay all or a part of the premiums.
- The amount of insurance available to an employee under the Group Policy increases to a level that requires Evidence Of Insurability.

To help properly enroll eligible employees for increases in coverage, follow these guidelines:

- 1. Consult your Group Policy to verify when Evidence Of Insurability is required.
- 2. Closely monitor changes in amounts of insurance for all insured employees.
- Assist employees in submitting Evidence Of Insurability in accordance with the terms of the Group Policy.

To assist an employee in applying for an increased coverage amount, consult *Applying for Evidence Approval* and *Notice of Approval or Declination* in this section of the guide.

**Note:** Increased amounts of coverage are not effective until you receive written notification of approval from The Standard and the Active Work requirement has been met if applicable. In the event that application for an increased amount is declined, the declination will have no effect on the amount of coverage already in force.

### Employees Who Sign Up Late, Wish to Change Elections or Originally Refused Coverage

To enroll employees subsequent to initial eligibility, follow these steps:

- 1. Instruct the employee to submit Evidence Of Insurability for coverage and amounts that require approval by The Standard. See *Evidence Of Insurability* in this section of the guide.
- Provided that The Standard gives written approval, enroll the insured employee as indicated in Enrolling New Employees in this section of the guide.

Refer to your Group Policy to verify the specific terms of your coverage.

### Changes, Terminations and Reinstatements

### Changes in Employee or Family Status

Eligibility for insurance and amounts of coverage may change because of a change in status related to a dependent, employee's marriage, divorce or name change. When this occurs, follow these steps:

- Consult your Group Policy to determine whether changes in insurance are allowed and whether Evidence Of Insurability is required for any new insurance amounts to become effective.
- 2. For coverage for which your employees pay all or a portion of premiums and all Life Insurance, instruct the employee to complete relevant sections, sign and date a new Enrollment and Change Form (SI 7533) and submit it to you.
- 3. Review newly completed enrollment forms to assess whether the status changes will affect insurance coverage and any corresponding plan administration.
- 4. When a change in insurance becomes effective under the terms of the Group Policy, adjust coverage and your premiums as appropriate.

### Options When Insurance Reduces or Terminates

Consult your Group Policy to verify the conditions under which insurance terminates and/or reduces.

- Life Insurance: When Life Insurance reduces or is terminated under the policy terms, the insured employee, spouse or dependent may be able to convert to an individual life policy and/or continue or buy insurance under a Portability of Insurance provision.
- Long Term Disability: When Long Term Disability coverage ends under the policy terms, the insured employee may be able to buy Long Term Disability Conversion Insurance.

Refer to your Group Policy and the procedures below to assist employees and their insured family members in pursuing their options under these provisions as applicable. The Group Policy will state a period of time allowed to convert and/or continue insurance and the requirements that must be met to exercise these options when insurance terminates or reduces.

Note: Employees with disabilities may be able to continue Life Insurance and/or Long Term Disability Insurance under Waiver Of Premium provisions. See Waiver Of Life Insurance Premium procedures in the Benefits Administration for Group Life Insurance Benefits section of this guide, Premiums During Disability in the Billing Administration section of this guide or consult your Benefits resource at The Standard.

### Administering Terminations and Reductions

When insurance terminates or reduces, follow these steps:

- 1. Inform the insured employee or family member (if a child or spouse's insurance is ending or reducing) of the coverage termination or reduction, including the date it is effective. For Life Insurance conversion and portability rights, The Standard asks that you immediately provide the insured employees or family member with written notice of their options when insurance ends or reduces. For other applicable time periods for providing notice of rights and information, consult your Group Policy.
- Offer the information and required forms for conversion, continuation of coverage and/or Waiver Of Premium, as applicable, under your group insurance coverage with The Standard. Review the provisions to ensure your compliance.
  - For Life Insurance, refer to Conversion to Individual Life Insurance in this section of this guide and Waiver Of Life Insurance Premium procedures in the Benefits Administration for Group Life Insurance Benefits section of this guide.
  - For Long Term Disability, refer to Long Term Disability Conversion below.

**Note:** For assistance with conversion and continuation of coverage options and eligibility, ordering required forms and verifying premium rates for these coverage options, call Continued Benefits at 800.378.4668, extension 6785 or e-mail ibt@standard.com.

- 3. Stop or adjust payroll deductions if the employee was contributing toward the cost of insurance.
- 4. Report changes and update your billing according to the *Employee Adjustments* instructions in the *Billing Administration* section of this guide.

### Conversion to Individual Life Insurance

If your Group Life Insurance coverage with The Standard includes a Right To Convert provision, follow these steps:

- 1. Provide the insured employee or family member (if a child or spouse's insurance is ending or reducing) a Request for Group Life Conversion Materials (SI 1598A) to complete and send to The Standard. Explain that upon receipt of the request, The Standard will send the employee an application to be completed by you and the employee and submitted with premium payment within 31 days from loss of coverage.
- 2. When the employee or insured family member submits the application to you, complete the Employer portion and send the application to The Standard, together with premium payment, or instruct the employee or family member to do so after the entire application is completed.

### Portability Of Insurance

If your Group Life Insurance coverage with The Standard includes a Portability Of Insurance provision, follow these steps:

- Call Continued Benefits at 800.378.4668, extension 6785 or e-mail ibt@standard.com to verify the terms of your portability provision and supply the appropriate application to complete.
- 2. Complete the Employer portion of the application.
- Provide the application to the insured employee or family member to complete remaining portions and submit directly to The Standard, together with premium payment. For help in determining the premium amount, you may call Continued Benefits at 800.378.4668 or e-mail ibt@standard.com.

**Note:** Portability is not available to employees who are disabled, except for residents of Massachusetts.

### **Long Term Disability Conversion**

If your Long Term Disability coverage with The Standard includes a Conversion of Insurance provision, follow these steps:

- 1. Provide the employee a Request for LTD Conversion Materials (SI 4781) to complete and send to The Standard. Explain that upon receipt of the request, The Standard will send the employee an application to be completed by you and the employee and submitted with premium payment within the time period required by the Group Policy.
- When the employee submits the application to you, complete the Employer portion and send the application to The Standard, together with premium payment, or instruct the employee to do so, after the entire application is completed.

**Note:** Long Term Disability Conversion is not available to employees who are disabled.

### Reinstatement of Insurance

This may apply to former employees who return to work or for whom insurance ended because of a withdrawal from the insurance coverage, reduction in work hours or other reasons. To reinstate coverage, follow these steps:

- Refer to your Group Policy Reinstatement of Insurance provision to determine requirements.
- 2. If required, instruct the employee to submit Evidence Of Insurability. See *Evidence Of Insurability* in the *Eligibility and Enrollment* section of this guide.
- 3. Complete enrollment forms as instructed in Enrolling New Employees in the Eligibility and Enrollment section of this guide.
- 4. Report changes and adjust billing as appropriate. See *Employee Adjustments* instructions in the *Billing Administration* section of this guide.

### **Certificates and Notices**

### **Distribution to Insured Employees**

The Standard will supply you with a certificate of Group Insurance to provide each employee a description of coverage available under the Group Policy. Subsequent changes to the plan will be described in a notice of plan change. To inform your employees of the coverage available to them, be sure to follow these steps:

- Provide a certificate to each employee when insurance becomes effective, even if you also distribute separate summary plan descriptions, notices of plan change, booklets or other material which The Standard has approved.
  - Note: If you distribute certificates electronically, reference your Group Policy to make it clear when insurance becomes effective for each employee. Certificates must be distributed to insureds. Printed documents are available on request. Note: under ERISA plan administrators may deliver SPD/certificates electronically if appropriate and necessary measures reasonably calculated to ensure that the system for furnishing documents results in actual receipt of transmitted information. Legal counsel should be consulted for questions regarding delivery or recordkeeping requirements.
- 2. When The Standard issues a notices of plan change to reflect changes made by an amendment, provide a notice to each insured employee.
- 3. If you need an updated electronic version of a certificate or additional printed supplies, you may order them online through AdminEASE<sup>SM</sup> or submit a Policy Supply Order (SI 2160).

### Personalized Certificates for California

California law requires personalized certificates for group life and health insurance when insured employees pay all or part of the premiums. The certificates must contain either the name of the insured employee or otherwise identify each employee's individual certificate. Contact your Group Office if you need assistance with compliance.

### Personalized Certificates for Texas

Texas law requires that group life insurance certificates include the name of the insured employee and the amount of life insurance coverage in force. Contact your Group Office if you need assistance with compliance.

### **Electronic Certificates for Wisconsin**

Wisconsin law requires that when an electronic Certificate is used in place of a paper Certificate you must do the following:

- Post a paper copy of the Certificate and provide instructions (written on paper) on how to access the electronic Certificate. This paper copy of the Certificate and instructions shall be placed in a conspicuous place where the Certificate holders would have access (e.g. break room); or
- In the alternative, you may publish the paper copy of the Certificate and provide instructions (written on paper) on how to access the electronic Certificate in a document that all employees receive (e.g. Employee Booklet);
- 3. If the Certificate is later modified, you must follow the same steps in either number 1 or 2 above;
- 4. You must always provide a paper copy of the Certificate to any Certificate holder who requests one.

Please contact your Group Office if you need assistance with compliance.

### **Billing Administration**

### **Billing Method**

Some billing administration procedures vary according to your billing method and are specifically referenced in this section of the guide. Be sure to note what applies to you. You may have one or both of the following:

- Self-Administered Billing: Insured employees are summarized (not listed individually) for premium billing. You prepare and initiate premium statements according to the number of insured employees insured under your Group Policy.
- List Billing: Insured employees are listed individually for premium billing. Billing statements are automatically prepared and mailed to you, according to the number of employees insured under your Group Policy.

### **Premiums Due**

Premiums are due on or before the first calendar day of the period for which you are billed. This date is shown on the cover of your Group Policy and on your billing statements. Your Group Policy specifies a Grace Period during which premiums must be paid.

**Note:** If your premium is not received within the Grace Period, your policy will lapse and your insurance coverage will be terminated. Timely payment is required for insurance to remain in force.

### **Reporting Volume**

Volume is the amount of coverage each employee has according to your Group Policy. Premiums for Life, AD&D, LTD and STD insurance are based on amounts stated in the Schedule Of Insurance provision of your Group Policy up to a maximum benefit or earnings amount. Follow these guidelines to determine and pay premiums for the proper volume for your coverage:

- Report volume based on maximum insured earnings and benefit limits for each insured employee, according to the Schedule Of Insurance provision.
- Do not report volume or pay premiums for earnings which exceed the maximum defined in your Group Policy or for coverage or amounts for which Evidence Of Insurability is pending.
- Monitor and report changes in volume as of their effective date, following procedures under *Employee* Adjustments later in this section of the guide.

**Note:** The maximum benefit or earnings amount may increase each year on your policy anniversary date, according to the Coverage Features or Premiums section of your Group Policy.

### **Paying Premiums**

### **Premiums for Self-Administered Billing**

If The Standard provides you with billing statements in which the insured employees are summarized (not listed individually), pay premiums according to these steps:

- Use your Statement of Premium Due worksheet (or online version for E-Billing subscribers) to calculate premium due and report billing changes.
  - Report the total number of lives (insured employees).
  - If you have employee changes, report them on your statement, according to *Employee* Adjustments in this section of the guide.

- Report the total Volume (benefit amount or insured earnings), according to *Reporting Volume* in this section of the guide.
- Calculate premium figures. See the Coverage Features or Premiums section of your Group Policy.
- 2. Make your check payable to Standard Insurance Company. Include your policy number on your check.
- 3. Return the original Statement of Premium Due (or print and mail the online version) with your payment to The Standard in the envelope provided.

### **Premiums for List Billing**

If The Standard provides you with billing statements in which insured employees are listed individually, pay premiums according to these steps:

- Pay the amount for which you are billed, making your check payable to Standard Insurance Company. Please include your policy number on your check.
  - **Note:** Do not manually adjust any volume or premium amounts on the current billing statement. To make adjustments that will appear on your next billing statement, follow the steps under *Employee Adjustments* in this section of the guide.
- Return the Payment Coupon with your check to The Standard in the window envelope provided.
   Note: Do not send employee changes or other correspondence with your premium payment,

which is directly routed for deposit.

### Paying Premiums When Evidence is Pending

When Evidence Of Insurability is required, the portion of coverage subject to medical underwriting is not in force until an application is approved in writing by The Standard. Follow these steps for paying premiums:

- 1. Pay premiums for only the amount of coverage (if any) for which the employee is eligible without submitting evidence.
- 2. Then adjust your premiums to add or increase coverage (if applicable) after you receive formal notification from The Standard of approval and the amount and the Active Work requirement has been met. See your Group Policy and Evidence Of Insurability in the Eligibility and Enrollment section of this guide.

### **Employee Adjustments**

You are responsible for reporting and making billing adjustments related to employee additions and terminations, as well as volume increases and decreases. These may result from changes in age, job classification, salary or other reasons as defined in your Group Policy.

### Adjustments with Self-Administered Billing

If The Standard provides you with billing statements in which the insured employees are summarized (not listed individually) you have Self-Administered billing. For administrative ease, premium payments and adjustments are usually calculated as of the first of the month coinciding with or following a change. To adjust your premiums for employee additions, terminations, volume increases and decreases, follow these steps:

- List the changes on the back of your Statement of Premium Due; or if you use E-Billing, use the Adjust/Print Self-Admin feature to adjust the number of Lives and Volume.
- 2. Adjust the amount of premium and pay the amount due.
- 3. Send your statement (or for E-Billing a printed copy) to The Standard with your premium remittance.

### Adjustments with List Billing

If The Standard provides you billing statements in which insured employees are listed individually, you have List Billing. For administrative ease, premium payments and adjustments are usually calculated as of the first of the month coinciding with or following a change. To adjust your premiums for employee additions, terminations, volume increases and decreases, follow these steps:

- 1. List the changes on the Billing Change Form (SI 7270), or if you use E-Billing, enter the adjustments to Lives and Volume using the online E-Billing application.
- 2. Submit the updated information to The Standard, but pay the amount you were billed. Adjustments will appear on the next billing statement.

### **Premiums During Disability**

To maintain group insurance coverage for eligible employees who are away from work because of disability, it is generally necessary to continue premium payments on their behalf.

In certain cases, Group Life and Long Term Disability insurance premiums may be waived for some period of time while an employee is disabled, according to the When Insurance Ends and Waiver Of Premium provisions under your Group Policy. Consult your Group Policy and the directions that follow. Waiver Of Premium for Group Life insurance is generally not available to employees who become disabled after their 60th birthday.

**Note:** Cease payment of premiums when a disabled employee's insurance ends for any reason stated in your Group Policy.

### Premiums for Group Life Insurance

If an insured employee is away from work because of disability and your Group Policy includes an applicable Waiver Of Premium provision, follow these steps:

- Instruct the employee to submit a Waiver Of Premium claim according to directions in the Benefits Administration for Group Life Insurance Benefits section of this guide.
- Continue paying premiums until a claim decision is made as long as the employee remains eligible for coverage.
- 3. If premium contributions are required from your insured employees, you may need to arrange for disabled employees to pay their premiums to you before you submit payment to The Standard.
- 4. Follow the instructions outlined in your Waiver Of Premium claim approval letter for any adjustment of premium due to you.

### **Premiums for Long Term Disability Insurance**

If an insured employee is away from work because of disability and a Long Term Disability claim is pending, follow these steps:

- Continue paying premiums until you receive notification that the LTD claim is approved and benefits are payable and due, as long as the employee remains eligible for coverage.
- After you receive notice of claim approval, report the changes for premiums following the steps under *Employee Adjustments* in this section of the guide.

### **Commonly Asked Questions**

### **Premium Billing**

### When are premiums due?

Premiums are due on or before the first calendar day of the period for which they are billed. For example, premiums due for the month of March are due on or before March 1.

### When will my billing statement be mailed?

Statements are mailed 18, 17, 15, 13 or 11 days before each due date, depending on your geographic location. If you would like to know specifically when your statement is mailed, please contact Plan Administration and Billing at 800.348.3226.

For E-Billing Administration subscribers, current premium statements will be available online after they have been printed at The Standard.

#### What is a Grace Period?

The Grace Period is the amount of time that is available to pay the premium before the policy lapses and coverage is terminated. The Grace Period is generally 30 days from the date the premium is due. Consult your Group Policy to determine the Grace Period for your Group Policy's premium payment.

#### Volume

#### What is volume?

Volume is the total amount of coverage each employee has, according to the contract provisions.

### Why is an insured employee capped at a particular volume level when the salary is higher than that?

An insured employee's volume is limited by the plan maximum or the Guarantee Issue Amount. A Guarantee Issue Amount represents the maximum amount in earnings or benefit that The Standard will insure without requiring Evidence Of Insurability. Coverage for amounts over the Guarantee Issue Amount requires Evidence Of Insurability. The plan maximum represents the maximum amount in earnings or benefit The Standard will insure. Refer to your Group Policy Schedule Of Insurance and Evidence Of Insurability provisions to verify this amount.

### How does The Standard calculate volume?

Insurance volume is generally calculated as follows for each individual insured under your Group Policy:

- **Term Life and AD&D:** The insured employee's volume equals the benefit amount.
- Short Term Disability: Volume equals a percentage of the insured employee's weekly Predisability Earnings.
- Long Term Disability: Volume equals the insured employee's monthly Predisability Earnings.

Refer to your Group Policy for specific percentages, maximums and evidence requirements.

### **Employee Changes**

## May I send in a computer printout instead of completing the Billing Change Form for salary increases?

No, to allow timely and accurate billing, submit all changes as directed under *Employee Adjustments* in this section of the guide. Sending a printout with your statement may not be recognized as an actual change.

### Should I pay as billed or make my own adjustments?

If insured employees are listed individually on your premium billing statement (List Billing), pay as billed to avoid confusion and reduce the potential need for premium audits. Wait to pay charges or take credits when they are reflected on your statement.

If insured employees are not individually listed but summarized on your premium billing statement (Self-Administered Billing), calculate and pay premiums according to *Paying Premiums* and *Employee Adjustments* in this section of the guide.

#### Why do we have a charge/credit?

A charge or credit may be related to employee adjustments, payment not equaling the amount billed, or amendment changes. If you find a charge or credit that you cannot verify, contact Plan Administration and Billing at 800.348.3226.

### **Employee Changes for List Billing**

### Why weren't my employee changes reflected on my current premium billing statement?

Apparently either The Standard did not receive the changes prior to preparing your billing statement, the correct Eligibility Waiting Period is not reflected in our system or all the information needed to process the change was not submitted. If you have any questions or concerns about employee changes, call Plan Administration and Billing at 800.348.3226.

### Why was the employee added on the wrong effective date?

Effective dates for insurance are calculated automatically from the date entered in the "Date of Full Time Employment" field on your Billing Change Form. If the effective date of an employee is not what you expect, verify it against the Eligibility Waiting Period in your Group Policy. If you have questions, call Plan Administration and Billing at 800.348.3226.

### Can I make my employee changes over the phone?

No, to assure accuracy, The Standard asks that all changes be requested in writing. If you are concerned that changes you have submitted are not reflected on your statement, call Plan Administration and Billing at 800.348.3226.

# Benefits Administration for Group Life Insurance Benefits

### Filing a Claim

### Life, Accidental Death, Dependents Life and Supplemental Life

To assist an applicant in filing one of these claims, use a Life Claim Packet (SI 1794) and follow the steps below:

- 1. Complete the Proof of Death Claim form including current beneficiary designation.
- 2. Instruct the beneficiary to complete the Life Insurance Benefits Beneficiary Statement.
- Send the Proof of Death Claim form to The Standard at the address given on the form, including the following attachments:
  - All of the employee's Enrollment and Change and Beneficiary Designation forms (including any forms from previous carriers)
  - A certified copy of the decedent's death certificate
  - Any other documents that provide additional information for the claim, such as an accident report for Accidental Death claims

### **Accidental Dismemberment**

To assist an employee in submitting a claim for these benefits, use an Accidental Dismemberment Claim Packet (SI 2720) and follow these steps:

 You complete the Employer's Statement and if your employees pay all or a part of premiums, attach a photocopy of the coverage enrollment forms.

- 2. Provide the completed Employer's Statement and any enrollment form attachments to the employee together with the Instructions, Employee's Statement, Claim Form Fraud Notices, Authorization to Obtain Information, Authorization Disclosure and Attending Physician's Statement. Instruct the employee to do the following:
  - Sign and date the Authorization, complete the Employee's Statement and send these, including Employer's Statement, directly to The Standard.
  - Complete the top portion of the Attending Physician's Statement and provide the form and a Fraud Notice to the physician, requesting that the physician complete the remainder of the form and send it to The Standard.

### Waiver Of Life Insurance Premium (When the employee does not have Long Term Disability coverage)

To submit a claim for Waiver Of Life Insurance premium, use a Waiver Of Premium Claim Packet (SI 1284) and follow these steps:

- 1. Verify that your Group Life Policy contains this provision.
- 2. Instruct the insured employee to submit a claim according to these directions:
  - Complete, sign and date the Employee's Statement, sign and date the Authorizations and send these forms directly to The Standard.
  - Complete Part A of the Attending Physician's Statement, give the form and an envelope to the physician for completion of Part B and direct the physician to send the form to The Standard.

- 3. You complete the Employer's Statement and send the form to The Standard. Include the following:
  - Job description
  - Employment application or resume
- 4. Verify that the Enrollment and Change and any insurance change forms contain current:
  - Employee name
  - Policyholder name
  - Policy number
  - Amount of insurance, including any changes
- Make copies of the Enrollment and Change and any insurance change forms for your records and send all originals to The Standard.
- 6. If insurance has not ended, pay premiums until you are notified that the Waiver claim is approved.
- Notify the employee that The Standard may directly request additional proof of disability.
- 8. Notify The Standard if the employee recovers, returns to work or dies.

### Waiver Of Life Insurance Premium (When the employee has LTD coverage with The Standard)

If your Group Life Policy includes this provision, follow these steps when an insured employee stops working because of sickness, injury or pregnancy as defined in your Group Policy.

- Notify the employee that The Standard will work directly with the employee to determine eligibility for Life Insurance Waiver Of Premium.
- 2. Verify that the employee's Enrollment and Change Form(s) contain the following current information:
  - Employee name
  - Policyholder name
  - Policy number
  - Amount of insurance, including any changes

- Make copies of all Enrollment and Change Forms for your records and send the originals to The Standard.
  - **Note:** Separate Waiver Of Premium claim forms are not required if you have already completed LTD claim forms.
- 4. If insurance has not ended, pay premiums until you are notified that the claim is approved.
- 6. Notify The Standard if the employee recovers, returns to work or dies.

### **Commonly Asked Questions**

#### Where can I obtain claim forms?

You may obtain them online through AdminEASE<sup>SM</sup> or submit a Policyholder Supply Order (SI 2160).

### To whom does The Standard pay policy proceeds if no beneficiary is designated?

Most Group Policies include a provision that applies if no beneficiary is designated. Payment is generally made to the first of the following classes in which an individual has survived the insured employee: Spouse, Children, Parents, Siblings, Estate.

### Does The Standard pay minors if they are listed as beneficiaries?

Life Insurance proceeds are not paid directly to minor beneficiaries. Proceeds are paid according to state law. It may be necessary to have a conservator appointed for the estate of the minor. Unfortunately, this can mean legal expenses for the beneficiary and a delay in the payment of insurance.

### Can a person who has Power of Attorney for the insured employee change a beneficiary designation?

A Power of Attorney must grant specific authority, by the terms of the document and applicable law, to allow the attorney in fact to make or change a beneficiary designation. The employee or power of attorney should consult a legal advisor with questions.

### Why does The Standard need a Social Security number for the beneficiary?

The Standard is required to file a 1099 Interest Income form when interest is paid on the proceeds of the Life Insurance policy. The Social Security number is required to complete the form.

### What options do beneficiaries have for receiving their policy proceeds?

Beneficiaries will be paid by check, or if proceeds exceed a minimum amount for your Group Policy, they will be deposited into an interest-bearing account, Standard Secure Access. In this case, the beneficiary receives a draft book instead of a check, funds begin earning interest the day the claim is paid and the beneficiary may make withdrawals at any time in amounts of \$250 or more.

#### What is Waiver Of Life Insurance Premium?

Waiver Of Life Insurance Premium is a provision of a Group Life Insurance policy which allows an eligible insured employee to have insurance continued without paying premiums for a specified period of time. The employee must meet Group Policy requirements, including the definition for Total Disability.

### When is an insured employee eligible for Waiver Of Premium?

An employee is eligible for Waiver Of Premium when the employee is Totally Disabled as defined by the Group Policy, meets the age requirement and serves any required Waiting Period.

### How long does the Waiver Of Premium provision last?

The Group Policy dictates how long the premium may be waived, generally until age 65, or to the date of death if sooner, subject to the employee's providing proof of continuous Total Disability as defined by the Group Policy.

### What happens if an employee who has been on Waiver Of Premium recovers?

Waiver claims will be denied if recovery occurs during the Waiting Period, or closed if recovery occurs after a claim is approved.

## When is the appropriate time to provide an employee with Waiver Of Premium claim forms instead of a Conversion card?

Provide Waiver Of Premium claim forms when an insured employee stops working because of Sickness, Injury or Pregnancy as defined in your Group Policy. Conversion cards are appropriate for employees who terminate for non-medical reasons or are otherwise not entitled to Waiver of Life Insurance Premium.

8-3 Life

### Benefits Administration for Short Term Disability (STD) Benefits

### Filing a Claim for STD Benefits

To assist an employee in submitting a claim for STD benefits, use an STD Claim Packet (SI 2047) and follow these steps:

- Complete the Employer portion of the Employer/ Employee Statement. If your employees pay all or part of premiums, attach a photocopy of STD enrollment forms.
- Provide the entire packet with the completed Employer information and any enrollment form attachment to the employee, and instruct the employee to do the following:
  - Complete, sign and date the Employee portion of the Employer/Employee Statement, sign and date the Authorization to Obtain Information and send both forms directly to The Standard.
  - Provide the signed Authorization, Fraud Notice and Attending Physician's Statement to the physician, and ask that the physician complete the Statement and send it and the Authorization directly to The Standard.

**Note:** If The Standard provides both STD and Long Term Disability (LTD) coverages, the employee will not be required to file a separate claim for LTD. The same claim forms will initiate claims for both coverages.

### Commonly Asked Questions

### When should I encourage a disabled employee to file a claim for STD benefits?

The Standard advises that an STD claim be filed as soon as a disabled employee is expected to be absent for a period of time that will exceed the Benefit Waiting Period as defined in your Group Policy. An STD claim may also be submitted up to four weeks in advance of a planned disability absence, such as for childbirth or a scheduled surgery.

#### Where can I obtain claim forms?

You may obtain them online through AdminEASE<sup>SM</sup> or submit a Policyholder Supply Order (SI 2160).

### How frequently are benefits paid once a claim has been approved?

STD benefit payments are made on a weekly basis at the end of the week for which benefits are due. In most cases, STD checks are mailed on Wednesday. STD benefit payments that are payable for retroactive claims will be mailed following claim approval.

### What do I do when an employee with a pending or active STD claim returns to work or dies?

If an employee with a pending or active STD claim returns to work in any capacity or dies, immediately contact the assigned Benefits resource at The Standard as soon as possible. We will request additional information as needed to determine whether further benefits may be payable under the terms of your Group Policy.

### How may I obtain information regarding claims submitted for my organization?

The Standard offers the following reports and services to keep you informed about the status and payment of STD (and if applicable, LTD) benefits under your Group Policy:

- Monthly Group Benefits Activity Report: Automatically sent to you at the end of each month, this provides a summary of benefit payments and/or activity during the month.
- Reports Online<sup>SM</sup> Claims Management Information:
   Available at no additional cost, this provides daily
   updates regarding claim status and payment activity,
   as well as quarterly case management reports for
   use in identifying claim trends. A signed service
   agreement is required to set up the Reports
   Online<sup>SM</sup> service.
- Integrated Voice Response (IVR): The Standard's toll free customer service line is available to you and your employees 24 hours a day, seven days a week. The IVR system offers basic claims information, corresponding to the employee's Social Security number and date of birth.

### Are STD benefits subject to taxes?

The STD benefit is taxable if:

- You pay all or a portion of the premiums for your employees' STD (and, if applicable, LTD) benefits, or,
- The premiums are paid with pretax dollars by the employee

Only the amount of the benefit attributable to either the Employer's premium contribution or to the employee's pretax contribution is subject to tax. For example, if the Employer pays 100 percent of the premium, the benefit is 100 percent taxable. If the Employer pays 50 percent of the premium and the employee pays 50 percent of the premium with after-tax dollars, only 50 percent of the premium is taxable.

Please note that if you change your premium contribution arrangements, your Group Policy must be amended to reflect the change. Insured employees should consult their tax advisors for additional information.

### Tax reporting responsibilities

The Employer is responsible for:

- The tax reporting of benefits issued
- Paying and reporting the Employer's share of any applicable FICA

The Standard will withhold and remit the employee's share of any applicable FICA.

#### FICA tax service

For an additional fee, The Standard offers a FICA tax service agreement for Employers who wish to have The Standard handle the tax reporting and create the W-2 for claimants receiving STD benefits. As part of the tax service agreement The Standard will pay the Employer's share of matching FICA for the taxable STD benefit.

### Are disability benefits taxable if employees pay for the coverage through a 125 or cafeteria plan?

If employee premium contributions are paid for with pre-tax dollars, the disability benefits are taxable. If premiums are paid with post-tax dollars, the portion of the benefits attributable to employee contributions is not taxable.

### Benefits Administration for Long Term Disability (LTD) Benefits

### Filing a Claim for LTD Benefits

If you also have Short Term Disability coverage with The Standard, refer to the Benefits Administration for Short Term Disability (STD) Benefits section of this guide. Otherwise, use an LTD Benefits Claim Packet (SI 3379) and follow these steps to assist an employee in submitting an LTD claim:

- Provide the employee with the Instructions, an Employee's Statement, Authorizations to Obtain Information and Attending Physician's Statement. Instruct that the employee do the following:
  - Complete, sign and date the Employee's Statement, sign and date the Authorizations to Obtain Information and send these forms directly to The Standard.
  - Complete Part A of the Attending Physician's Statement, give the form, envelope and fraud notice to the physician and instruct physician to complete Part B and send the form directly to The Standard.
- 2. You complete the Employer's Statement, and send it to The Standard with the following:
  - Job description and/or completed Job Analysis form
  - Employment application or resume
  - A photocopy of LTD enrollment forms (required when employee pays all or part of the premiums)
  - All Enrollment and Change Form(s) (SI 7533) if the employee has Life Insurance with The Standard
  - Documentation of any Deductible Income as defined by your Group Policy

### **Commonly Asked Questions**

### When should I encourage a disabled employee to file a claim for LTD benefits?

Typically The Standard advises that an LTD claim be filed no later than half way through the employee's Benefit Waiting Period as defined in your Group Policy.

#### Where can I obtain claim forms?

You may obtain them online through AdminEASE<sup>SM</sup> or submit a Policyholder Supply Order (SI 2160).

### How frequently are LTD benefits paid after a claim has been approved?

LTD benefits are paid on a monthly basis at the end of the benefit month, which is determined by the employee's date of disability and Benefit Waiting Period. For example, if the disability date is March 5 and the Benefit Waiting Period is 30 days, the Benefit Waiting Period would be served as of April 3. Benefits would become payable on April 4, the first benefit check would be paid by May 4, and continuing benefit checks would be paid to the employee by the 4th of each month.

### What options do employees have for receiving their LTD benefits?

The Standard offers three LTD benefit payment options:

- Regular check: The Standard will mail a check to the employee's address, allowing sufficient time to reach the employee by the date the benefits are due.
- Electronic Funds Transfer (EFT): If the employee elects EFT, The Standard will wire transfer LTD benefits to the employee's designated bank account by the date that the benefits are due.

• The Standard SecureCard<sup>sM</sup>: When the employee selects The Standard SecureCard<sup>sM</sup>, which is similar to an ATM or debit card, The Standard will wire transfer LTD benefits to the employee's account by the date that benefits are due. The employee then has the option of transferring money from the card to other personal banking accounts or using the card at ATMs or for point-of-sale purchases.

### What should I do when an employee with a pending or active LTD claim returns to work or dies?

If an employee who has a current LTD claim with The Standard returns to work in any capacity or dies, immediately notify the assigned Benefits Analyst. The Benefits Analyst will request additional information as needed to determine whether further benefits may be payable under the terms of your Group Policy.

### How may I obtain information regarding claims submitted for my organization?

The Standard offers the following reports and services to keep you informed about the status and payment of LTD (and if applicable, STD) benefits under your Group Policy:

- Monthly Group Benefits Activity Report:
   Automatically sent to you at the end of each month, this provides a summary of benefit payments and/or activity during the month.
- Reports Online<sup>SM</sup> Claims Management Information:
   Available at no additional cost, this provides daily
   updates regarding claim status and payment activity,
   as well as quarterly case management reports for
   use in identifying claim trends. A signed service
   agreement is required to set up the Reports
   Online<sup>SM</sup> service.

• Integrated Voice Response (IVR): The Standard's toll free customer service line is available to you and your employees 24 hours a day, seven days a week. The IVR system offers basic claims information, corresponding to the employee's Social Security number and date of birth.

#### Are LTD benefits subject to taxes?

If you pay all or a portion of the premiums for your employees' LTD (and if applicable Short Term Disability) benefits, the amount of benefits attributable to the Employer's premium contribution is subject to tax. The Standard will submit W-2s at year-end showing the taxable amount according to IRS regulations. If you change your premium contribution arrangements, your Group Policy must be amended to reflect the change. Advise insured employees to consult their tax advisors for more specific information.

### Are disability benefits taxable if employees pay for the coverage through a 125 or cafeteria plan?

If employee premium contributions are paid for with pre-tax dollars, the disability benefits are taxable. If premiums are paid with post-tax dollars, the portion of the benefits attributable to employee contributions is not taxable.

#### **COVERAGE FEATURES**

This section contains many of the features of your long term disability (LTD) insurance. provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

### GENERAL POLICY INFORMATION

Group Policy Number:

123467-C

Policyholder:

City of Grand Junction

Employer(s):

City of Grand Junction

Group Policy Effective Date:

February 1, 2001

Policy Issued in:

Colorado

#### Member means:

1. An active full-time Council approved employee of the Employer;

- 2. Actively At Work at least 40 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
- 3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

#### Class Definition:

Class 1: Firefighters

Class 2: All other Members

### SCHEDULE OF INSURANCE

Eligibility Waiting Period:

You are eligible on one of the following dates, but not before the Group Policy Effective Date:

If you are a Member on the Group Policy Effective Date, you are eligible on the first day of your bi-weekly pay period following 6 consecutive months as a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of your bi-weekly pay period following 6 consecutive months as a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Own Occupation Period:

The first 24 months for which LTD Benefits are paid.

Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.
LTD Benefit:	60% of the first \$8,333 of your Predisability Earnings, reduced by Deductible Income.
Maximum LTD Benefit:	\$5,000 before reduction by Deductible Income.
Minimum LTD Benefit:	\$100
Housing Assistance Benefit:	An additional 25% of the first \$8,333 of your Predisability Earnings, but not to exceed \$2,083. The Housing Assistance Benefit is not reduced by Deductible Income.
Benefit Waiting Period:	90 days
Maximum Benefit Period:	Determined by your age when Disability begins, as follows:
Age	Maximum Benefit Period
61 or younger	3 years 2 years 6 months 2 years 1 year 9 months 1 year 6 months 1 year 3 months

### PREMIUM CONTRIBUTIONS

Insurance is:

Noncontributory

#### **INSURING CLAUSE**

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

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### **BECOMING INSURED**

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

- 1. An active full-time Council approved employee of the Employer;
- 2. Actively At Work at least 40 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
- 3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features.** 

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#### WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

- 1. Insurance Subject To Evidence Of Insurability
  - Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.
- 2. Insurance Not Subject To Evidence of Insurability

The Coverage Features states whether insurance is Contributory or Noncontributory.

- a. Noncontributory Insurance
  - Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.
- b. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

#### B. Takeover Provisions

- 1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- 2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

### C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- a. For late application for Contributory insurance.
- b. For Members eligible but not insured under the Prior Plan.
- c. For reinstatements if required.

Providing Evidence Of Insurability means you must:

- 1. Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about your health;
- 3. Undergo a physical examination, if required by us, which may include blood testing; and
- 4. Provide any additional information about your insurability that we may reasonably require.

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#### **ACTIVE WORK PROVISIONS**

#### A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

### B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

LT.AW.OT.1

### CONTINUITY OF COVERAGE

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

- 1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
- 2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;
- 3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
- 4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or
- b. The LTD Benefit payable under the terms of the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or
- b. The date LTD Benefits end under the terms of the Group Policy.

(PX) LT.CC.OT.1

### WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

- 1. The date the last period ends for which a premium contribution was made for your insurance.
- 2. The date the Group Policy terminates.
- 3. The date your employment terminates.
- 4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
  - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
  - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.

LT.EN.OT.1

#### WAIVER OF PREMIUM

We will waive payment of premium for your insurance while LTD Benefits are payable.

LT.WP.OT.1

#### REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.

- 2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 30 days, the Eligibility Waiting Period will be waived.
- 3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
- 5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
  - a. If you become insured again within 90 days.
  - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
- 6. In no event will insurance be retroactive.

LT.RE.OT.1X

#### **DEFINITION OF DISABILITY**

You are Disabled if you meet the following definitions during the periods they apply:

- A. Own Occupation Definition Of Disability.
- B. Any Occupation Definition Of Disability.
- A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

- 1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
- 2. You suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or

occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

### B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

Your Own Occupation Period and Any Occupation Period are shown in the Coverage Features.

(OWN\_ANY\_WITH 40) LT.DD.OT.1

### RETURN TO WORK PROVISIONS

### A. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period no LTD Benefits will be paid for any period when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

#### B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

- 1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.

2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

### C. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available:

- a. In your Own Occupation during the Own Occupation Period; and
- b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

- 1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
- 2. Will not be limited to the taxable income you report to the Internal Revenue Service.
- 3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
- 4. May ignore depreciation as a deduction from your gross earnings.
- 5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 60% of your Indexed Predisability Earnings.

LT.RW.OT.1

#### REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

LT.RA.OT.1

### REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- a. Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

LT.RH.OT.1

#### TEMPORARY RECOVERY

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

#### A. Allowable Periods

- 1. During the Benefit Waiting Period: a total of 30 days of recovery.
- 2. During the Maximum Benefit Period: 180 days for each period of recovery.
- B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

- 1. The Predisability Earnings used to determine your LTD Benefit will not change.
- 2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
- 3. No LTD Benefits will be payable for the period of Temporary Recovery.
- 4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
- 5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

LT.TR.OT.1

#### WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

- 1. The date you are no longer Disabled.
- 2. The date your Maximum Benefit Period ends.
- 3. The date you die.
- 4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
- 5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

LT.BE.OT.1

#### PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.

A. Partners, P.C. Partners, Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Predisability Earnings means your average monthly compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Predisability Earnings means the average monthly compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your average monthly compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return, and dividing by 12 (or by the number of months you were a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder if less than 12):

- 1. Your ordinary income from trade or business activity(ies).
- 2. Your guaranteed payments, if you are a Partner.
- 3. Your net profit from business.
- 4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Predisability Earnings will be your average monthly compensation for your period as a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

#### B. All Other Members

### Class 1:

Predisability Earnings means your monthly rate of earnings from your Employer, including:

Scheduled overtime pay averaged over the preceding 12 months or over the period of your employment if less than 12 months, subject to a Scheduled Maximum Overtime Limit of 69 hours per month.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Shift differential pay.
- 2. Unscheduled overtime pay.
- 5. Any other extra compensation.

#### Class 2:

Predisability Earnings means your monthly rate of earnings from your Employer.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Shift differential pay.

- 4. Overtime pay.
- 5. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours plus the Scheduled Overtime Maximum shown above. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours plus the Scheduled Overtime Maximum shown above.

#### C. All Members

Predisability Earnings includes:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(a), 401(k), 403(b), 408(k), 408(p), 414(h) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
- 2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

(K1\_REG NO COM) LT.PD.OT.1X

#### **DEDUCTIBLE INCOME**

Subject to Exceptions To Deductible Income, Deductible Income means:

- 1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
- 2. Your Work Earnings, as described in the Return To Work Provisions.
- 3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
  - a. A workers' compensation law;
  - b. The Jones Act;
  - c. Maritime Doctrine of Maintenance, Wages, or Cure;
  - d. Longshoremen's and Harbor Worker's Act; or
  - e. Any similar act or law.

- 4. Any amount you, your spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:
  - a. The Federal Social Security Act;
  - b. The Canada Pension Plan;
  - c. The Quebec Pension Plan;
  - d. The Railroad Retirement Act; or
  - e. Any similar plan or act.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

Benefits your spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

- 5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
- 6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
- 7. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.
  - If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.
- 8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
- 9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
- 10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgement, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
- 11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

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# **EXCEPTIONS TO DEDUCTIBLE INCOME**

Deductible Income does not include:

- 1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
- 2. Reimbursement for hospital, medical, or surgical expense.
- 3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.

- 4. Benefits from any individual disability insurance policy.
- 5. Early retirement benefits under the Federal Social Security Act which are not actually received.
- 6. Group credit or mortgage disability insurance benefits.
- 7. Accelerated death benefits paid under a life insurance policy.
- 8. Benefits from the following:
  - a. Profit sharing plan.
  - b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(a), 401(k), 408(k), 408(p), 414(h) or 457.
  - e. Individual Retirement Account (IRA).
  - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
  - g. Stock ownership plan.
  - h. Keogh (HR-10) plan.

(PUB\_NO OTHR OFFST) LT.ED.OT.1X

#### RULES FOR DEDUCTIBLE INCOME

### A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

# B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

### C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

### D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.OT.1

#### SUBROGATION

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgement recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgement recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.SG.OT.1

#### HOUSING ASSISTANCE BENEFIT

#### A. Housing Assistance Benefit

If you meet the requirements in 1 through 3 below, we will pay Housing Assistance Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

Housing Assistance Benefit Requirements

- 1. You are Disabled and LTD Benefits are payable to you.
- 2. While you are Disabled:
  - a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or
  - b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.
- 3. The condition in 2.a or 2.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us.

### B. Definitions For Housing Assistance Benefit

Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring.

Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.

Continence means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.

Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.

Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.

Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.

Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.

Hands-on Assistance means the physical assistance of another person without which the insured would be unable to perform the Activity Of Daily Living.

Standby Assistance means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing the Activity Of Daily Living (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured throat if the insured chokes while Eating).

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. Severe Cognitive Impairment does not include loss or deterioration as a result of a Mental Disorder.

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (such as may result from wandering).

# C. Amount Of The Housing Assistance Benefit

The amount of the Housing Assistance Benefit is shown in the **Coverage Features**.

### D. Becoming Insured For Housing Assistance Benefits

You are eligible for Housing Assistance Benefit coverage if you are insured for LTD insurance. Subject to the **Active Work Provision**, your Housing Assistance Benefit coverage becomes effective on the date your LTD insurance becomes effective.

## E. Payment Of Housing Assistance Benefits

We will pay Housing Assistance Benefits within 60 days after Proof Of Loss is satisfied. Your Housing Assistance Benefits will be paid to you at the same time LTD Benefits are payable.

## F. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

#### G. When Housing Assistance Benefits End

Housing Assistance Benefits end automatically on the earliest of:

- 1. The date you no longer meet the requirements in item A. above.
- 2. The date your LTD Benefits end.

### H. Housing Assistance Benefit Exclusions

No Housing Assistance Benefit is payable if your inability to perform Activities Of Daily Living or your Severe Cognitive Impairment is caused or contributed to by:

- 1. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.
- 2. A Mental Disorder.

I. When Housing Assistance Benefits Coverage Ends

Housing Assistance Benefit coverage ends automatically on the earliest of:

- 1. The date your LTD insurance ends.
- 2. The date Housing Assistance Benefit coverage terminates under the Group Policy.
- J. Housing Assistance Benefits After Insurance Ends Or Is Changed

Your right to receive Housing Assistance Benefits will not be affected by the occurrence of the events described in 1 or 2 below that become effective after you become Disabled.

- 1. Termination or amendment of the Group Policy or your Employer's coverage under the Group Policy.
- 2. Termination of Housing Assistance Benefit coverage while the Group Policy or your Employer's coverage under the Group Policy remains in force.

LT.HB.OT.1

#### SURVIVORS BENEFIT

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 4 below.

- 1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
- 2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
- 3. The Survivors Benefit will be paid at our option to any one or more of the following:
  - a. Your surviving spouse;
  - b. Your surviving unmarried children, including adopted children, under age 25;
  - c. Your surviving spouse's unmarried children, including adopted children, under age 25; or
  - d. Any person providing the care and support of any person listed in a., b., or c. above.
- 4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

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#### CONVERSION OF INSURANCE

Conversion Of Insurance Benefit

When your insurance ends, you may buy LTD conversion insurance if you meet 1 through 5 below.

- 1. Your insurance ends for a reason other than:
  - a. Termination or amendment of the Group Policy;
  - b. Your failure to make a required premium contribution; or
  - c. Your retirement.

- 2. You were continuously insured under your Employer's long term disability insurance plan for at least one year as of the date your insurance ended.
- 3. You are not Disabled on the date your insurance ends.
- 4. You are a citizen or resident of the United States or Canada.
- 5. You must apply in writing and pay the first premium to us within 31 days after your insurance ends.

Your LTD conversion insurance becomes effective on the day after your insurance ends.

The maximum LTD conversion insurance benefit you may select is the smallest of:

- 1. \$4,000 (however, if you provide satisfactory Evidence Of Insurability, this upper limit is \$8,000);
- 2. 60% of your insured Predisability Earnings on the date your insurance ended; and
- 3. The LTD Benefit payable if you had become Disabled on the day before your insurance ended and you had no Deductible Income.

The maximum LTD conversion insurance benefit is reduced by deductible income. The certificate we will issue to you when your LTD conversion insurance becomes effective will contain other provisions which will also differ from the Group Policy.

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#### BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay LTD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

- 1. Any amendment to the Group Policy that is effective after you become Disabled.
- 2. Termination of the Group Policy after you become Disabled.

LT.BA.OT.1

# EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

- 1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
- 2. The **Disabilities Excluded From Coverage, Disabilities Subject To Limited Pay Periods,** and **Limitations** sections will apply to the new cause of Disability.

LT.ND.OT.1

### DISABILITIES EXCLUDED FROM COVERAGE

# A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

### B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane.

## C. Preexisting Condition

#### 1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done or for which a reasonably prudent person would have done any of the following:
  - i. Consulted a physician or other licensed medical professional;
  - ii. Received medical treatment, services or advice;
  - iii. Undergone diagnostic procedures, including self-administered procedures;
  - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before your insurance becomes effective.

#### 2. Exclusion

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for 12 months; and
- b. Have been Actively At Work for at least one full day after the end of that 12 months.

#### D. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

### E. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

(WITH PRUDNT) LT.XD.OT.1X

#### DISABILITIES SUBJECT TO LIMITED PAY PERIODS

#### A. Mental Disorders and Substance Abuse

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

- 1. Mental Disorders; or
- 2. Substance Abuse.

However, if you are confined in a Hospital solely because of a Mental Disorder at the end of the 24 months, this limitation will not apply while you are continuously confined.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

# B. Rules For Disabilities Subject To Limited Pay Periods

- 1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury, or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.
- 2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury, or Pregnancy for which payment of LTD Benefits is not limited.

(NO OTHR LMS) LT.LP.OT.1

### **LIMITATIONS**

# A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

# B. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but elect not to work.

### C. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

## D. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

## E. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

LT.LM.OT.1

### **CLAIMS**

### A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

### B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

#### C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

#### D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 60 days after we mail our request, your claim may be denied.

#### E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

## F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

#### G. Notice Of Decision On Claim

You will receive a written decision on your claim within a reasonable time after we receive your claim.

If you do not receive our decision within 90 days after we receive your claim, you will have an immediate right to request a review as if your claim had been denied.

If we deny any part of your claim, you will receive a written notice of denial containing:

- 1. The reasons for our decision;
- 2. Reference to the parts of the Group Policy on which our decision is based;
- 3. A description of any additional information needed to support your claim; and
- 4. Information concerning your right to a review of our decision.

#### H. Review Procedure

If all or part of your claim is denied, you may request a review. You must request a review in writing within 60 days after receiving notice of the denial.

You may send us written comments or other items to support your claim, and may review any non-privileged information that relates to your request for review.

We will review your claim promptly after we receive your request. We will send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant parts of the Group Policy.

# I. Assignment

The rights and benefits under the Group Policy are not assignable.

LT.CL.OT.01

## ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. The amount of benefits payable; and
  - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

### TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss; and
- 2. The time within which Proof Of Loss is required to be given.

LT.TL.OT.1

#### INCONTESTABILITY PROVISIONS

### A. Incontestability Of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

- 1. The insurance would not have been approved if we had known the truth; and
- 2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

# B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

- 1. The Group Policy would not have been issued if we had known the truth; and
- 2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

LT.IN.OT.1

# CLERICAL ERROR, AGENCY, AND MISSTATEMENT

#### A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

- 1. Cause a person to become insured.
- 2. Invalidate insurance under the Group Policy otherwise validly in force.
- 3. Continue insurance under the Group Policy otherwise validly terminated.

### B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

### C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- 1. The amount of insurance based on the correct age; and
- 2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LT.CE.OT.1

#### TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

LT.TA.OT.1

#### **DEFINITIONS**

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each

anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's participation under the Group Policy and which is replaced by coverage under the Group Policy.

LT.DF.OT.1

LTDC2000X

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company 900 SW Fifth Avenue Portland, Oregon 97204-1282 (503) 321-7000

## **CERTIFICATE**

## GROUP LONG TERM DISABILITY INSURANCE

Policyholder: City of Grand Junction
Policy Number: 123467-C
Effective Date: February 1, 2001

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.

President

GC190-LTD/S399

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# **COVERAGE FEATURES**

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

#### GENERAL POLICY INFORMATION

Group Policy Number: 123467-C

Policyholder: City of Grand Junction Employer(s): City of Grand Junction

Group Policy Effective Date: February 1, 2001

Policy Issued in: Colorado

#### Member means:

- 1. An active full-time Council approved employee of the Employer;
- 2. Actively At Work at least 40 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
- 3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

# Class Definition:

Class 1: Firefighters

Class 2: All other Members

## SCHEDULE OF INSURANCE

Eligibility Waiting Period: You are eligible on one of the following dates, but not

before the Group Policy Effective Date:

If you are a Member on the Group Policy Effective Date, you are eligible on the first day of your bi-weekly pay period following 6 consecutive months as a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of your bi-weekly pay period following 6 consecutive months as a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Own Occupation Period: The first 24 months for which LTD Benefits are paid.

From the end of the Own Occupation Period to the end of Any Occupation Period: the Maximum Benefit Period. LTD Benefit: 60% of the first \$8,333 of your Predisability Earnings, reduced by Deductible Income. \$5,000 before reduction by Deductible Income. Maximum LTD Benefit: Minimum LTD Benefit: \$100 Housing Assistance Benefit: An additional 25% of the first \$8,333 of your Predisability Earnings, but not to exceed \$2,083. The Housing Assistance Benefit is not reduced by Deductible Income. Benefit Waiting Period: 90 days Maximum Benefit Period: Determined by your age when Disability begins, as follows: Maximum Benefit Period Age 62 ...... 3 years 6 months 63 ...... 3 years 66 ...... 1 year 9 months 67 ...... 1 year 6 months 68 ...... 1 year 3 months 69 or older...... 1 year

# PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory

#### **INSURING CLAUSE**

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

LT.IC.OT.1

#### **BECOMING INSURED**

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

- 1. An active full-time Council approved employee of the Employer;
- 2. Actively At Work at least 40 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
- 3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features.** 

(VAR MBR DEF) LT.BI.OT.1

#### WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

- 1. Insurance Subject To Evidence Of Insurability
  - Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.
- 2. Insurance Not Subject To Evidence of Insurability

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

a. Noncontributory Insurance

Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

#### B. Takeover Provisions

- 1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- 2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

# C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- a. For late application for Contributory insurance.
- b. For Members eligible but not insured under the Prior Plan.
- c. For reinstatements if required.

Providing Evidence Of Insurability means you must:

- 1. Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about your health;
- 3. Undergo a physical examination, if required by us, which may include blood testing; and
- 4. Provide any additional information about your insurability that we may reasonably require.

(VAR EOI) LT.EF.OT.1

## **ACTIVE WORK PROVISIONS**

# A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

#### B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

LT.AW.OT.1

# **CONTINUITY OF COVERAGE**

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

- 1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
- 2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;
- 3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
- 4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force: or
- b. The LTD Benefit payable under the terms of the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or
- b. The date LTD Benefits end under the terms of the Group Policy.

(PX) LT.CC.OT.1

# WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

- 1. The date the last period ends for which a premium contribution was made for your insurance.
- 2. The date the Group Policy terminates.
- 3. The date your employment terminates.
- 4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
  - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
  - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.

LT.EN.OT.1

# WAIVER OF PREMIUM

We will waive payment of premium for your insurance while LTD Benefits are payable.

LT.WP.OT.1

## REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.

- 2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 30 days, the Eligibility Waiting Period will be waived.
- 3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
- 5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
  - a. If you become insured again within 90 days.
  - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
- 6. In no event will insurance be retroactive.

LT.RE.OT.1X

## **DEFINITION OF DISABILITY**

You are Disabled if you meet the following definitions during the periods they apply:

- A. Own Occupation Definition Of Disability.
- B. Any Occupation Definition Of Disability.
- A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

- 1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
- 2. You suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or

occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

### B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

Your Own Occupation Period and Any Occupation Period are shown in the Coverage Features.

(OWN\_ANY\_WITH 40) LT.DD.OT.1

# **RETURN TO WORK PROVISIONS**

# A. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period no LTD Benefits will be paid for any period when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

#### B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

- 1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.

2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

### C. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available:

- a. In your Own Occupation during the Own Occupation Period; and
- b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

- 1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
- 2. Will not be limited to the taxable income you report to the Internal Revenue Service.
- 3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
- 4. May ignore depreciation as a deduction from your gross earnings.
- 5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 60% of your Indexed Predisability Earnings.

LT.RW.OT.1

### REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

LT.RA.OT.1

## REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- a. Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

LT.RH.OT.1

## TEMPORARY RECOVERY

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

#### A. Allowable Periods

- 1. During the Benefit Waiting Period: a total of 30 days of recovery.
- 2. During the Maximum Benefit Period: 180 days for each period of recovery.
- B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

- 1. The Predisability Earnings used to determine your LTD Benefit will not change.
- 2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
- 3. No LTD Benefits will be payable for the period of Temporary Recovery.
- 4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
- 5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

LT.TR.OT.1

#### WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

- 1. The date you are no longer Disabled.
- 2. The date your Maximum Benefit Period ends.
- 3. The date you die.
- 4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
- 5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

LT.BE.OT.1

#### PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.

A. Partners, P.C. Partners, Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Predisability Earnings means your average monthly compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Predisability Earnings means the average monthly compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your average monthly compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return, and dividing by 12 (or by the number of months you were a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder if less than 12):

- 1. Your ordinary income from trade or business activity(ies).
- 2. Your guaranteed payments, if you are a Partner.
- 3. Your net profit from business.
- 4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Predisability Earnings will be your average monthly compensation for your period as a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

### B. All Other Members

#### Class 1:

Predisability Earnings means your monthly rate of earnings from your Employer, including:

Scheduled overtime pay averaged over the preceding 12 months or over the period of your employment if less than 12 months, subject to a Scheduled Maximum Overtime Limit of 69 hours per month.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Shift differential pay.
- 2. Unscheduled overtime pay.
- 5. Any other extra compensation.

#### Class 2:

Predisability Earnings means your monthly rate of earnings from your Employer.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Shift differential pay.

- 4. Overtime pay.
- 5. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours plus the Scheduled Overtime Maximum shown above. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours plus the Scheduled Overtime Maximum shown above.

## C. All Members

Predisability Earnings includes:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(a), 401(k), 403(b), 408(k), 408(p), 414(h) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
- 2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

(K1 REG NO COM) LT.PD.OT.1X

### **DEDUCTIBLE INCOME**

Subject to **Exceptions To Deductible Income**, Deductible Income means:

- 1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
- 2. Your Work Earnings, as described in the Return To Work Provisions.
- 3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
  - a. A workers' compensation law;
  - b. The Jones Act;
  - c. Maritime Doctrine of Maintenance, Wages, or Cure;
  - d. Longshoremen's and Harbor Worker's Act; or
  - e. Any similar act or law.

- 4. Any amount you, your spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:
  - a. The Federal Social Security Act;
  - b. The Canada Pension Plan:
  - c. The Quebec Pension Plan;
  - d. The Railroad Retirement Act; or
  - e. Any similar plan or act.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

Benefits your spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

- 5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
- 6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
- 7. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.
  - If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.
- 8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
- 9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
- 10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgement, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
- 11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(NO OTHR OFFST\_PUB\_WITH 3RD) LT.DI.OT.1

## **EXCEPTIONS TO DEDUCTIBLE INCOME**

Deductible Income does not include:

- 1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
- 2. Reimbursement for hospital, medical, or surgical expense.
- 3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.

- 4. Benefits from any individual disability insurance policy.
- 5. Early retirement benefits under the Federal Social Security Act which are not actually received.
- 6. Group credit or mortgage disability insurance benefits.
- 7. Accelerated death benefits paid under a life insurance policy.
- 8. Benefits from the following:
  - a. Profit sharing plan.
  - b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(a), 401(k), 408(k), 408(p), 414(h) or 457.
  - e. Individual Retirement Account (IRA).
  - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
  - g. Stock ownership plan.
  - h. Keogh (HR-10) plan.

(PUB\_NO OTHR OFFST) LT.ED.OT.1X

#### RULES FOR DEDUCTIBLE INCOME

# A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

## B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

### C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

#### D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.OT.1

#### SUBROGATION

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgement recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgement recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.SG.OT.1

### HOUSING ASSISTANCE BENEFIT

#### A. Housing Assistance Benefit

If you meet the requirements in 1 through 3 below, we will pay Housing Assistance Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

Housing Assistance Benefit Requirements

- 1. You are Disabled and LTD Benefits are payable to you.
- 2. While you are Disabled:
  - a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or
  - b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.
- 3. The condition in 2.a or 2.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us.

#### B. Definitions For Housing Assistance Benefit

Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring.

Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.

Continence means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.

Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.

Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.

Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.

Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.

Hands-on Assistance means the physical assistance of another person without which the insured would be unable to perform the Activity Of Daily Living.

Standby Assistance means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing the Activity Of Daily Living (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured throat if the insured chokes while Eating).

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. Severe Cognitive Impairment does not include loss or deterioration as a result of a Mental Disorder.

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (such as may result from wandering).

### C. Amount Of The Housing Assistance Benefit

The amount of the Housing Assistance Benefit is shown in the Coverage Features.

# D. Becoming Insured For Housing Assistance Benefits

You are eligible for Housing Assistance Benefit coverage if you are insured for LTD insurance. Subject to the **Active Work Provision**, your Housing Assistance Benefit coverage becomes effective on the date your LTD insurance becomes effective.

## E. Payment Of Housing Assistance Benefits

We will pay Housing Assistance Benefits within 60 days after Proof Of Loss is satisfied. Your Housing Assistance Benefits will be paid to you at the same time LTD Benefits are payable.

#### F. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

## G. When Housing Assistance Benefits End

Housing Assistance Benefits end automatically on the earliest of:

- 1. The date you no longer meet the requirements in item A. above.
- 2. The date your LTD Benefits end.

### H. Housing Assistance Benefit Exclusions

No Housing Assistance Benefit is payable if your inability to perform Activities Of Daily Living or your Severe Cognitive Impairment is caused or contributed to by:

- 1. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.
- 2. A Mental Disorder.

I. When Housing Assistance Benefits Coverage Ends

Housing Assistance Benefit coverage ends automatically on the earliest of:

- 1. The date your LTD insurance ends.
- 2. The date Housing Assistance Benefit coverage terminates under the Group Policy.
- J. Housing Assistance Benefits After Insurance Ends Or Is Changed

Your right to receive Housing Assistance Benefits will not be affected by the occurrence of the events described in 1 or 2 below that become effective after you become Disabled.

- 1. Termination or amendment of the Group Policy or your Employer's coverage under the Group Policy.
- 2. Termination of Housing Assistance Benefit coverage while the Group Policy or your Employer's coverage under the Group Policy remains in force.

LT.HB.OT.1

#### SURVIVORS BENEFIT

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 4 below.

- 1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
- 2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
- 3. The Survivors Benefit will be paid at our option to any one or more of the following:
  - a. Your surviving spouse;
  - b. Your surviving unmarried children, including adopted children, under age 25;
  - c. Your surviving spouse's unmarried children, including adopted children, under age 25; or
  - d. Any person providing the care and support of any person listed in a., b., or c. above.
- 4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

(MULTPL) LT.SB.OT.1

# **CONVERSION OF INSURANCE**

Conversion Of Insurance Benefit

When your insurance ends, you may buy LTD conversion insurance if you meet 1 through 5 below.

- 1. Your insurance ends for a reason other than:
  - a. Termination or amendment of the Group Policy;
  - b. Your failure to make a required premium contribution; or
  - c. Your retirement.

- 2. You were continuously insured under your Employer's long term disability insurance plan for at least one year as of the date your insurance ended.
- 3. You are not Disabled on the date your insurance ends.
- 4. You are a citizen or resident of the United States or Canada.
- 5. You must apply in writing and pay the first premium to us within 31 days after your insurance ends.

Your LTD conversion insurance becomes effective on the day after your insurance ends.

The maximum LTD conversion insurance benefit you may select is the smallest of:

- 1. \$4,000 (however, if you provide satisfactory Evidence Of Insurability, this upper limit is \$8,000);
- 2. 60% of your insured Predisability Earnings on the date your insurance ended; and
- 3. The LTD Benefit payable if you had become Disabled on the day before your insurance ended and you had no Deductible Income.

The maximum LTD conversion insurance benefit is reduced by deductible income. The certificate we will issue to you when your LTD conversion insurance becomes effective will contain other provisions which will also differ from the Group Policy.

LT2.CV.01

# BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay LTD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

- 1. Any amendment to the Group Policy that is effective after you become Disabled.
- 2. Termination of the Group Policy after you become Disabled.

LT.BA.OT.1

## EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

- 1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
- 2. The **Disabilities Excluded From Coverage, Disabilities Subject To Limited Pay Periods,** and **Limitations** sections will apply to the new cause of Disability.

LT.ND.OT.1

### DISABILITIES EXCLUDED FROM COVERAGE

#### A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

### B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane.

# C. Preexisting Condition

#### 1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done or for which a reasonably prudent person would have done any of the following:
  - i. Consulted a physician or other licensed medical professional;
  - ii. Received medical treatment, services or advice;
  - iii. Undergone diagnostic procedures, including self-administered procedures;
  - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before your insurance becomes effective.

#### 2. Exclusion

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for 12 months; and
- b. Have been Actively At Work for at least one full day after the end of that 12 months.

#### D. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

#### E. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

(WITH PRUDNT) LT.XD.OT.1X

## DISABILITIES SUBJECT TO LIMITED PAY PERIODS

# A. Mental Disorders and Substance Abuse

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

- 1. Mental Disorders; or
- 2. Substance Abuse.

However, if you are confined in a Hospital solely because of a Mental Disorder at the end of the 24 months, this limitation will not apply while you are continuously confined.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

# B. Rules For Disabilities Subject To Limited Pay Periods

- 1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury, or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.
- 2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury, or Pregnancy for which payment of LTD Benefits is not limited.

(NO OTHR LMS) LT.LP.OT.1

#### **LIMITATIONS**

#### A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

## B. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but elect not to work.

#### C. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

#### D. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

#### E. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

LT.LM.OT.1

#### **CLAIMS**

# A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

# B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

#### C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

## D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 60 days after we mail our request, your claim may be denied.

#### E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

#### F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

#### G. Notice Of Decision On Claim

You will receive a written decision on your claim within a reasonable time after we receive your claim.

If you do not receive our decision within 90 days after we receive your claim, you will have an immediate right to request a review as if your claim had been denied.

If we deny any part of your claim, you will receive a written notice of denial containing:

- 1. The reasons for our decision;
- 2. Reference to the parts of the Group Policy on which our decision is based;
- 3. A description of any additional information needed to support your claim; and
- 4. Information concerning your right to a review of our decision.

#### H. Review Procedure

If all or part of your claim is denied, you may request a review. You must request a review in writing within 60 days after receiving notice of the denial.

You may send us written comments or other items to support your claim, and may review any non-privileged information that relates to your request for review.

We will review your claim promptly after we receive your request. We will send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant parts of the Group Policy.

## I. Assignment

The rights and benefits under the Group Policy are not assignable.

LT.CL.OT.01

#### ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested:
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. The amount of benefits payable; and
  - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

#### TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss; and
- 2. The time within which Proof Of Loss is required to be given.

LT.TL.OT.1

#### INCONTESTABILITY PROVISIONS

#### A. Incontestability Of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

- 1. The insurance would not have been approved if we had known the truth; and
- 2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

## B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

- 1. The Group Policy would not have been issued if we had known the truth; and
- 2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

LT.IN.OT.1

#### CLERICAL ERROR, AGENCY, AND MISSTATEMENT

#### A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

- 1. Cause a person to become insured.
- 2. Invalidate insurance under the Group Policy otherwise validly in force.
- 3. Continue insurance under the Group Policy otherwise validly terminated.

#### B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

#### C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- 1. The amount of insurance based on the correct age; and
- 2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LT.CE.OT.1

#### TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

LT.TA.OT.1

## **DEFINITIONS**

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's participation under the Group Policy and which is replaced by coverage under the Group Policy.

LT.DF.OT.1

#### LTDC2000X





#### **Purchasing Division**

## **ADDENDUM NO. 2**

DATE: September 3, 2013

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: RFP-3733-13-NJ Employee Life, AD&D and Disability Insurance

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following changes or clarifications:

- 1. **Question 31**: "Can the current rates be provided?" **Response**: For purposes of this RFP, in fairness to the current insurer who will also be submitting a proposal, The City will not provide their current or 2014 quoted rates.
- 2. **Question 32**: "Please provide the census in excel as noted in the RFP." **Response**: Provided in response to addendum no. 1. Documents have been uploaded to the Rocky Mountain E-Purchasing Website.
- 3. **Question 33**: "Please confirm the Basic AD&D maximum. The RFP references two different maximums \$300,000 and \$175,000. Given the benefit amount and maximums are different for Life and AD&D, can this Basic AD&D amount for each insured be shown/provided separately on the census? If not, please provide the total Basic AD&D volume for the group as a whole."

**Response**: \$300,000 is the combined coverage maximum for all life insurance per covered member. See below the description of AD&D limits, which is included in the Certificate of Group Life Insurance, attached to the original RFP:

SCHEDULE OF AD&D INSURANCE

For you:

AD&D Insurance Benefit:

Class 1: 1 times your Annual Earnings, plus \$50,000, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$200,000. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

Class 2: None

With Addendum no. 1, proposers were supplied with employee census information, including salaries of active employees. By adding \$50,000 to these salaries, you will have a listing of AD&D coverage amounts by employee. There is currently no City employee whose salary would place them at the \$200,000 AD&D maximum.

- 4. **Question 34:** "Can the city provide the census in Excel and also the LTD contract booklet?" **Response**: Provided with Addendum no. 1. Documents have been uploaded to the Rocky Mountain E-Purchasing Website.
- 5. **Question 35**: "Can you please provide us with a census in excel format that includes occupation and salary information?"

**Response**: Provided with Addendum no. 1. Documents have been uploaded to the Rocky Mountain E-Purchasing Website

6. **Question 36**: "Can you please send us premium vs. claims for each line, broken out month by month? We need roughly 2 to 5 years' worth."

Response: No.

7. Question 37: "Do you have a current list of life waivers?"

Response: No.

8. **Question 38**: "Can you please send me current and renewal rates? We will need a few years of rate history as well."

**Response**: For purposes of this RFP, in fairness to the current insurer who will also be submitting a proposal, The City will not provide their current or 2014 quoted rates.

- Question 39: "Can you please send me the full LTD contract with the Standard?"
   Response: Provided with Addendum no. 1. Documents have been uploaded to the Rocky Mountain E-Purchasing Website.
- 10. **Question 40**: "The addendum states Owner Employees participate in SS are these all employees, excluding Sworn Police & Fire?"

Response: All employees participate in SS excluding Sworn Police & Fire

11. **Question 41**: "Sworn Police & Fire participate solely in 401(a), which isn't a deductible income under The Standard policy per the RFP (however, FPPA benefits are offset?). We are going to use our standard Deductible Income (DI) wording, which will offset for any disability benefits paid under a retirement plan with the employer. Is this okay?"

**Response**: No, only as outlined in the certificates. Under section titled "Exceptions to Deductible Income" it clearly states that 401 and 457 amounts are exceptions.

12. **Question 42**: "The new census did not contain any retirees – are we to use the retiree census from the original RFP?"

**Response**: The retiree policy provides a \$2,000 death benefit and would not be included as part of the Life, AD&D or Voluntary Life. Yes, please use the census list provided in the original RFP.

13. **Question 43**: "Since rates are not being provided, can you provide a history of covered volume so we have a reference for the incurred claims so that the claims experience is meaningful.

**Response**: Listed below is three years of data.

## **Voluntary Life**

October 2011 = BLife 13,296,000 volume = 156

DLife 536,000 volume = 64 SPLife 3,175,000 volume = 88

October 2012 = BLife 12,046,000 volume = 144

DLife 460,000 volume = 57 SPLife 2,850,000 volume = 80

September 2013 = BLife 11,750,000 volume = 139

DLife 488,000 volume = 55 SPLife 2,685,000 volume = 76

**Basic Life =** Lives 2011 = 36,232,000 volume = 640

Lives 2012 = 36,258,000 volume = 629 Lives 2013 = 38,308,000 volume = 635

Basic Dep. Life = Lives 2011 = 370 = volume = NA

Lives 2012 = 375 = volume = NA Lives 2013 = 373 = volume = NA

The original solicitation for the project noted above is amended as noted. Receipt of this addendum must be acknowledged in your solicitation response.

All other conditions of subject remain the same.

Respectfully,

Nicholas Jones, Buyer

Nichla C for

City of Grand Junction, Colorado



Kenneth W Kelley Unum, Plaza Tower One 6400 South Fiddler's Green Circle Suite 1800 Greenwood Village, CO 80111

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Toll Free 800.784.8689 ext 85103

kkelley@unum.com

September 9, 2013

City of Grand Junction Purchasing Division & Human Resources Division

Re: RFP-3733-13-NJ, Employee Life/AD&D and Disability Insurance

Thank you for the opportunity to respond to your RFP for Basic Group Life/AD&D, Supplemental Life, and Long Term Disability for The City of Grand Junction. As the leading provider of Disability insurance in North America and the 3<sup>rd</sup> largest group Life insurance carrier Unum views the City of Grand Junction as a very attractive potential customer and partner. We acknowledge receipt of both Addendums 1 and 2.

From a benefits perspective, we are able to improve the City's plan provisions. Financially we estimate (based on premium reported on experience exhibits) we are able to reduce the employer paid rates enough to save the City more than \$130,000 annually.

We have quoted the plans requested, and accompanying this executive summary are the RFP response forms, proposals, and supporting information highlighting some of Unum's distinct competitive advantages. A summary of our quoted plans and rates is as follows, assuming all group lines of coverage are packaged together:

- Basic Life/AD&D @ .09/.02, including the Line of Duty AD&D Benefit
- Voluntary Life age banded rates. Note we have quoted Tobacco/Non-Tobacco rate structure for employees and a blended rate for Spouses, consistent with the RFP response form (Attachment A). If a different rate structure is desired, we are willing to accommodate a different structure. Also, we are willing to re-slope rates if needed to make transition easy to communicate and to minimize disruption.
- Long Term Disability @ .45 per \$100 Covered Payroll.
- Satisfaction Guarantee included with \$5,000 annually at risk to Unum.

This pricing is guaranteed for 3 years.

Our quoted Group Insurance Benefits offer the following improvements to The City of Grand Junction's Life/AD&D and Disability plans:

- Increased Employee Voluntary Life maximum from \$300,000 to \$500,000 and Spouse maximum from \$150,000 to \$500,000. Unum can keep the maximums at current levels, or increase them as shown without impacting quoted rates.
- Eliminated the age 65 maximum for Portability Basic Life/AD&D Portability (Unum does not have a maximum age), and increased the maximum from \$300,000 Employee / \$100,000 Spouse to \$750,000 and \$750,000 Spouse
- Supplemental Life employee Guaranteed Issue increased from \$100,000 Employee / \$10,000 Spouse to \$180,000 employee / \$25,000 Spouse.

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

- Grandfathering of all current amounts without EOI is included, and Supplemental Life Open Enrollment at implementation is being offered.
- Unique Guaranteed Issue Protection Benefit for future annual enrollments increases are allowed for employees and spouses at future annual enrollments without EOI all the way up to the GI (on the current plan all increases require EOI).
- Our Supplemental Life proposal also offers Supplemental AD&D, if the City chooses to add it. AD&D coverage elections are separate from Life elections, there is no minimum participation requirement, and all AD&D coverage is guaranteed issue.
- Continuity of Coverage provisions are provided in our Disability and Life/AD&D contracts so that we will take over coverage on a "no loss / no gain" basis and nobody will lose coverage because of a change in carriers to Unum, even if not actively at work on our effective date.
- LTD Voluntary Rehabilitation with up to \$1,500 per month in incentive benefits in addition to the normal monthly disability benefit.
- Increased the minimum monthly benefit after offsets from \$100 to the greater of \$100 or 10% of the Total Disability benefit.
- Unum has included our Disability Plus Severe Impairment Benefit @ 20% to \$2,000/month (the current plan has a similar Housing Assistance Benefit @ 25% to \$2,083/month).
- Worldwide Travel Assistance Benefit included at no additional cost.
- Beneficiary Financial and Legal consulting services included at no additional cost.
- On-line claim reporting, analysis and status access 24/7 for both the employer and employees (including mobile access).
- NaviLink proprietary claims management system for better service, customer experience and results.

We have extensive experience with large employers, including municipalities. Provided with our RFP response are references that include cities and counties of similar size to the City of Grand Junction. Our service model includes a local Denver based team. The assigned Denver team for the City of Grand Junction will include Ken Kelley, Senior Account Executive with 29 years of Unum experience; and Christine Sheffield, Account Manager with 7 years of Unum experience. Also supporting the team is Donna Emerson, Implementation Specialist with 32 years experience, based in our Corporate office in Portland, Maine. If selected we look forward to attending the City's 2014 Annual Benefits Fair & Open Enrollment on Wednesday November 6, 2013.

#### Our RFP response is organized as requested:

- A Cover Letter "City of GJ Unum Executive Summary"
- B Qualifications/Experience/Credentials
- C Completed Ouestionnaires
- D References
- E Additional Data
  - 1. LTD proposal
  - 2. Basic Life/AD&D proposal
  - 3. Supplemental Life proposal
  - 4. Additional Statements and Variations
  - 5. Unum Financial Strength
  - 6. Travel Assistance

- 7. Life Planning Legal and Financial Resources
- 8. Satisfaction Guarantee
- 9. Accelerated Death Benefit & Waiver of Premium descriptions (requested in Questionnaire)

Unum is truly uniquely positioned to partner with the City of Grand Junction. We hope we have the opportunity to demonstrate our, products and service elements to meet The City's current and future needs.

I look forward to your feedback and questions.

Respectfully,

Kenneth W. Kelley Senior Account Executive



#### **Unum Leadership**

At our core, Unum is a company of people serving people. We insure the employees of more than 170,000 business groups worldwide, making us the leader in both Group and Individual Disability insurance and one of the top providers of voluntary and supplemental benefits. Headquartered in Chattanooga, Tennessee, we have 10,000 employees. Our leadership gives us the size and scale to offer our customers higher levels of service and expertise such as clinical resources unmatched in the industry (90 physicians, 115 nurse clinical consultants and 50 vocational rehabilitation consultants on staff):

"More than 94% of employer customers give high ratings to Unum's customer service."

	Ranking	Market Share
LTD1	1	18.4%
STD <sup>2</sup>	1	12.3%
Individual Disability³	1	21.4%
Group Life Insurance <sup>4</sup>	2	8.5%
Voluntary Benefitst⁵	2	12.5%

<sup>1.2.3.4</sup> Gen Re 2011, W.S. Group Disability, Individual DI and Group Life Market Surveys (STD new sales premium, LTD inforce, cases). <sup>2</sup> Eastbridge U.S. Worksite Sales Report Carrier Results for 2010, May 2011 (inforce, premium).

One way we are able to provide innovative products and services is by studying the trends that affect the way employers do business. Sharing those findings with our customers helps them maintain a leading edge in HR compensation, recruiting, employee retention and benefit plan designs.

## **Investment in Technology**

Unum continually looks for ways to work more effectively, while at the same time providing customers with exceptional service. To support that commitment, we are always taking e steps to streamline our service with new technological workflow solutions.

In 2011, Unum invested \$144 million to enhance existing IT capabilities and develop new ones.

## **Thought Leadership**

While Unum is the recognized leader in disability income protection insurance, we do more than just provide insurance coverage for employees. We are committed to

helping employers manage their risk and reduce costs by offering tailored health and productivity solutions – including research into issues important to employers, such as healthcare costs, chronic disease and aging.

One of our more significant efforts is an employer's guide discussing -- based on our research -- the emerging factors that influence successful resumption of work during or following cancer treatment. Today's higher rate of cancer survivorship translates into more cancer survivors in the workplace, along with a growing challenge and opportunity for employers.

Over a four year period there was a 77% increase in return-to-work rates in Unum short term cancer-related disability claims.

Another initiative is our groundbreaking partnership with physicians and medical training programs on the medical aspects of disability and the role physicians play in accurately addressing functional capacity, limitations and restrictions. The training we are delivering to major teaching hospitals is designed to bring an often overlooked part of medical training to physicians who care for people in their most productive years and could lead to more effective disability management.

# Leading Causes of Disability Absence for government entities such as the City of Grand Junction (SIC 9100-9199)

According to our most recent disability research based on Unum's disability database — the nation's largest private database — the leading causes of disability among employees in the Government sector, excluding pregnancy and injury, are:

**Long Term Disability**: musculoskeletal, cancer, behavioral health **Short Term Disability**: musculoskeletal, behavioral health, cancer

The National Institutes of Health estimate the overall annual cost for cancer is \$219 billion, most of which is attributed to lost time from work.

Recognizing each claim is unique and often complex involving more than one disabling condition, our claim teams have the expertise to identify and address such complexities that ultimately result in improved outcomes for claimants.

For example, many claimants with physical conditions have concurrent behavioral health conditions such as depression or anxiety brought on by trying to manage the condition, or are triggered by changes in lifestyle, financial or family situations.

Our claims professionals, including clinical resources such as nurses, doctors and rehabilitation specialists, evaluate each claim holistically, with an emphasis on understanding the restrictions and limitations associated with each medical condition and their combined effect on the claimant's ability to function. This allows Unum to partner with the claimant to determine disability durations and return-to-work opportunities if appropriate.

## **Expert Claims Evaluation and Management**

To ensure quality throughout our claims management process, we took the industry standard for claims and raised the bar to meet or exceed those guidelines. Here are some of the ways we ensure a customer-focused claims process:

- Trained and informed employees. At the heart of the disability management process is our people -- highly trained claims professionals who this year alone are expected to receive more than 85,000 hours of formal training including instruction on how to better understand the emotional impact of disability on claimants and being able to better support them. To ensure we have the best people armed with the best information we use a hiring profile developed in house, provide online claims management tools and have established small claim teams that promote a greater and more compassionate connection between customer, claims examiners and Benefits Center management.
- Medical expertise. Our claims professionals are in-house physicians, clinical and vocational resources who, aligned with each of our claim teams, conduct comorbid evaluations assessing the extent of claimants' condition(s) and the impact on their ability to function.
- Second opinion medical process. We require contact with the attending physician for clarification or differences of opinion. If a disagreement is unresolved, we require a mandatory second opinion and we use an independent assessment network without regard to outcomes.
- Shared responsibility for proof of loss: Unum partners with the claimant to gather relevant information to clarify a disability.
- Quality reviews. Within the Benefits Center is an extensive audit process that
  provides timely and thorough quality reviews of open and closed claims. In
  addition, an internal audit unit focuses closed claims for compliance with
  regulatory requirements, customer service, appropriate claims practices, financial
  accuracy and data integrity.
- *Disabilities not supported.* Every medically based non-compensable claim decision is reviewed by Benefits Center management. Typically, non-compensable LTD decisions are communicated to the employer prior to the employee.
- Thought leadership. Our clinical resources pursue expertise in emerging fields of disability knowledge. By analyzing the causes and changing nature of disability, we can better identify the most effective ways of managing it.

Unum claimants reported nearly 40% fewer disability claims handling problems than the industry average.

#### **Expert Claims Evaluation and Management**

Effectively managing a Life claim requires special skills. Unum's dedicated and experienced claims professionals have an average of 18 years of experience, and have undergone extensive training, including bereavement counseling. In addition, standard coverage features include one of the most generous accelerated benefit provisions available today, the ease of integrated waiver/disability claims submission/management and a choice of payment options.

#### **Commitment to Return to Work**

Unum understands that disability impacts more than the individual's income; it also impacts the employer's productivity, the individual's sense of self and well being, and

their relationships at home and at work. Unum is committed to reducing barriers to independent living for people with disabilities including support for an employee's return to work as soon as they are medically able – helping not only our claimants but their employers as well.

With help from a vocational rehabilitation consultant, an agricultural worker at a large university stayed at work despite a hearing impairment. Hearing aids were not covered by health insurance and cost prohibitive for the employee. Safety issues were a concern since the employee could not hear machinery and equipment noise. Unum purchased the hearing aids and the employee never lost a day of work.

At the employee level, benefits specialists who are specifically trained in understanding the emotional impact of disability and positively influencing the employee's desire to work, are always available for help and support. In addition, an experienced and knowledgeable vocational rehabilitation consultant will work with the employee to identify a plan that can:

- assist the employee in returning to his or her own or other occupation;
- identify other jobs for which he or she may be qualified; and
- enhance the employee's skill level through short-term retraining.

Unum policies also provide additional financial incentives to support return-to-work efforts at the employee level.

At the employer level, our Health and Productivity Development Services team can analyze lost-time trends and recommend best practices for managing employee absence, or work onsite with the employer to develop transitional work opportunities. Such programs can increase productivity and reduce absenteeism by ensuring that employees are away from work no longer than absolutely necessary for medical reasons.\*

#### **Evidence of Insurability**

Unum offers tools for employers and employees to assist with the medical underwriting process. For employers we offer on-line status reporting available any time using our secure website. For employees we offer customized and personalized on-line evidence of insurability applications.

In addition to technology, we make the evidence of insurability process easy for customers with knowledgeable underwriters, who have an average of six years of medical underwriting experience, and our belief that neither the employer nor the employee should have to pay for required tests or exams. As a result, Unum covers these costs.

#### **Internet Services**

At Unum one of our primary goals is to help reduce the complexities of benefits management and save employers' time. That's why we've designed secure Internet services that make plan administration fast and easy for our customers. We offer employers online tools that allow registered users to:

#### **ACCESS COVERAGE INFORMATION**

- group insurance policy and employee certificate booklets;
- plan administration guides;
- status reports on employee applications submitted for medical underwriting, and an Evidence of Insurability form that can be submitted electronically by employees (available in most states).

"The website gives me more immediate response time from Unum and results in less paper."

Unum customer

#### VIEW AND UPDATE BILLING DATA

 two online billing formats with email notification to alert an employer when a bill is ready

#### **ACCESS CLAIM TAX REPORTS ONLINE**

- view and download in Adobe or CSV;
- variety of reports available on a daily, weekly, monthly, quarterly and annual basis.

#### **ASSIST EMPLOYEES WITH FILING A CLAIM**

- information about how to complete a claim;
- · frequently asked questions about the claim process;
- link to online claims forms;
- claims status service that lets employers and employees monitor disability claims, provide missing information and check payment status; and
- online claims submission service for telephonic customers, available for disability and most supplemental benefit coverages. FMLA Leave requests can also be reported online.

"I love your website; it's the easiest one I use to administer benefits."

Unum customer

#### **S**EARCH INFORMATIVE RESOURCES ABOUT **HR** ISSUES

- HR Guidebooks covering FMLA, ADA, ERISA, privacy laws and mergers and acquisitions;
- forms and material specific to Unum insurance plans: including enrollment kits;
   and
- Comparative Reporting & Analysis to help better measure and monitor employee lost time and benefit costs.

As a provider of employee benefits to 170,000 customer groups worldwide, including nearly 40% of the Fortune 500, we ask that the City of Grand Junction consider the products and services outlined in this proposal to enhance the value of its benefits package.

Unum's combination of price, contract enhancements, and service supported by the resources outlined here make Unum the best possible choice as the Life and Disability carrier for the City of Grand Junction.

<sup>\*</sup>Source documentation is available upon request.





## ATTACHMENT A

## LIFE / AD&D QUESTIONNIARE:

1.	. Describe organization submitting proposal.					
	a.	Insurance Company Name:				
	b.	Year Founded (Insurance Company): <u>Unum's predecessor, Unum Mutual Life Insurance Company</u>				
was	foun	ded in 1848				
2.	Desc	cribe financial stability of Insurance Company.				
	a.	What is current A.M. Best rating for your Company? <u>A (Excellent) Financial Size Category XIV</u> (Please provide financial size category.)				
	b.	Is Insurance Company authorized to do business in Colorado?  Yes⊠ No□				
3.	Desc	cribe Claim Payment Services:				
	a.	Where will claims be paid? Portland Maine				
<u>day:</u>	b. <b>s; thi</b> s	What is normal processing time? On average, 70% of life claims are processed within five business goal was met for 2012.				
4.	Will ·	the actively-at-work provision be waived for the effective date of the contract? Yes ⊠ No □				
		ment: _Unum will accomplish this by providing Continuity of Coverage language in the contract obody will lose coverage due to a change in carriers to Unum				
	Δ	Il covered employees will continue Life coverage at the same level as the prior				

All covered employees will continue Life coverage at the same level as the prior carrier based on employee data provided with this RFP. This includes employees who are not actively at work on the effective date due to sickness or injury which is not covered by the prior carrier's continuation provisions. In addition, we will continue Life coverage on employees who are on an approved leave of absence or approved sabbatical.

Unum will also accept dependents covered by the previous carrier at the same level if they are totally disabled on the effective date and there is no continuation with the current program.



Does quote include conversion privilege?

5.



Yes ⊠ No □

	If Yes, attach complete description.	
6.	Does quote include waiver of premium for disability? If so, attach complete description. <b>Attached</b>	Yes ⊠ No □
7.	Does quote include accelerated death benefit for terminal illness? If so, attach complete description. <b>Attached</b>	Yes ⊠ No □
8.	For what period of time are quoted rates guaranteed? _3 years	
9.	Is a longer rate guarantee available?	Yes ☐ No 🛚
	If so, please describe:	
10.	Are there any variations to the RFP specifications General or Specific instructions?	Yes ⊠ No □
	If yes, attach statement for each variation.	
	Unum has endeavored to match the existing plan as closely identify any material differences between the plan and this is unintended differences are later identified, we will work cooperato resolve those.  We have outlined known variations/deviations/clarification statement as requested.	RFP. If unknown or atively with the City
	statement as requested.	

11. Rate Quote (Duplicate Current Benefits):

Basic Life \$0.15 Active; \$3.50 Retiree Per \$1,000 of Benefit

Basic AD&D \$0.03 Per \$1,000 of Benefit Dependents Life \$1.60 Per Member, Elective

Voluntary Life Rate varies by age – see table below Spouse Life Rate varies by age – see table below

Child Life \$0.60 Per \$2,000 Increment

Long Term Disability 0.45 Percent of Insured Earnings





## **Employee Only:**

## **Tobacco Free Rate**

TODUGGG TTGG Ttuto											
Employee Age (on	<30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+
January 1st)											
Rate (per <b>\$10,000</b>	.62	.80	1.10	1.50	2.41	3.70	6.06	9.77	17.25	31.14	62.57
of coverage)											

## **Tobacco Use Rate**

Employee Age	<30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+
(on January 1st)											
Rate (per \$10,000	.92	1.20	1.76	2.65	4.22	7.13	10.08	15.21	25.58	44.98	80.74
of coverage)											

## **Spouse Only:**

Spouse Age (on	<30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+
January 1st)											
Rate (per \$5,000 of	.24	.33	.50	.73	1.14	1.76	2.69	4.54	7.67	13.64	27.76
coverage)											

## **Dependents Only:**

You may elect up to \$10,000 in \$2,000 increments of Dependents Life Insurance for your eligible children.

Your cost per month will be \$0.60 per \$2,000, regardless of the number of children.

	I wish to enroll in the Dependents Life	Insurance –	Child(ren) Plan		
* (amou cost)	÷ \$2,000= unt elected)	_ x \$	_ = \$	(from chart)	(your monthly
cost,	*You must enter an amount on this line.				





## **ATTACHMENT B**

## **LTD INSURANCE QUESTIONNIARE:**

1.	Des	cribe organization submitting proposal.	
	a.	Insurance Company Name: _Unum Life Insurance Company of America	
	b.	Year Founded (Insurance Company): <u>Unum's predecessor, Unum Mutual Li</u>	<u>fe Insurance</u>
Compa	any was	s founded in 1848	
2.	Descri	be financial stability of Insurance Company:	
	a. (Ple	What is current A.M. Best rating for your Company? <u>A (Excellent) Financia</u> ase provide financial size category.)	Size Category XIV
	b.	Is Insurance Company authorized to do business in Colorado?	Yes⊠ No□
3.	Descri	be Claim Payment Services:	
	a.	Where will claims be paid? Portland, Maine	
	b.	What is normal processing time?	
LTD w	ill reflec	ct a determination to pay or deny within the following timeframes:	
		where Unum does not provide STD coverage and/or claims administration sees following receipt of a complete claim.	ervices, within 45
		where Unum provides both the STD and LTD coverage and/or claims administrated by the date.	stration services,
For 20	12, this	goal was met in 93.8% of cases.	
4.	Will the	e actively-at-work provision be waived for the effective date of the contract?	Yes ⊠ No □
so that		ent: Unum will accomplish this by providing Continuity of Coverage langually loses coverage due to a change in carriers to Unum.	ge in the contract
5.	Does o	quote include the following benefit provisions:	
	a.	180 day elimination period?	Yes ⊠ No □
	b.	60% monthly benefit?	Yes ⊠ No □
	C.	\$6,000 maximum monthly benefit?	Yes ⊠ No ⊠

Note: Unum quoted matching the current \$5,000 monthly benefit shown in the contract provided. We can also offer a \$6,000 maximum monthly benefit if requested.





d.	36 month	own occ	upation	benefit?

Yes	$\nabla$	Nο	M
162	$\sim$	INO	-

Note: Unum quoted a 24 month Own Occupation benefit to match the current contract. A 36 month Own Occupation benefit is available with a small load to the quoted rate.

	Comment: _See "Notes" at	ove					
6. 7.	For what period of time are of ls a longer rate guarantee av		es guaranteed?	_3 Years		Yes 🗆	] No ⊠
	If so, please describe: _						
8.	Are there any variations to the RFP specifications General or Specific instructions? Yes ☒ No ☐ (If yes, attach statement for each variation.)						No □
	Unum has outlined statement as requeste		variations/devi	ations/clarif	ications o	n an	attached
9.	Rate Quote (Duplicate Curre	ent Benefits	s):				
		Number		Rate	Monthly		
		Lives	Volume	Per \$100	Premium		
Basic	LTD - Active	646	\$3,205,357	0.45	\$14,424		

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
   Date: 9/9/2013

	Date:0/0/2010
•	Direct purchases by the Owner are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-
	04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above
	quoted prices.

•	Prompt payme	ent discount of	fn/a	_ percent of the ne	et dollar will b	be offered to t	the Owner i	f the invoice is
	paid within	_n/a	days after	r the receipt of the	invoice. Pay	ment Terms	_n/a	<u></u>





State number of Addenda received:Unum confirms receipt of issued 9/3/13	Addendum 1 issued 8/30/13 and Addendum 2
It is the responsibility of the Bidder to ensure all Addenda have by Unum Life Insurance Company of America	peen received and acknowledged.  John J. Labrie
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
John Jahrin	
A III i a I A a I Oi a I	AVP, Integrated Underwriting
Authorized Agent Signature	Title
2211 Congress Street; Portland, Maine 04122	City of Grand Junction, Colorado
Address of Offeror	Owner, State, and Zip Code
303-218-5103 (Ken Kelley, Denver office SAE)	303-218-5102
Phone Number	Fax Number
ilabrie@unum.com/ kkelley@unum.com_ E-mail Address of Agent	303-478-4685 Cell Phone Number
L-mail Address of Agent	Cell Filotie Nullibel



Kenneth W Kelley Unum, Plaza Tower One 6400 South Fiddler's Green Circle Suite 1800 Greenwood Village, CO 80111 Phone 303.218.5103

303.218.5102 Toll Free 800.784.8689 ext 85103

kkelley@unum.com

Fax

#### **References for the City of Grand Junction**

#### Unum is pleased to provide the following references:

- Pitkin County, Kris Jewkes, 970-429-2795, kris.jewkes@co.pitkin.co.us 210 employees
- City of Longmont, Vincent Pascale, 303-651-8606, Vincent.pascale@ci.longmont.co.us -810 employees
- Platte Valley Medical Center, Karen Southard, 303-498-3570, ksouthard@pvmc.org 500 employees
- Intrepid Potash, Kristin Busang, 303-996-3166, Kristin.busang@intrepidpotash.com -950 employees
- Birner Dental, Shannon Mika, 303-285-6018, smika@perfectteeth.com 460 employees
- Craig Hospital, Ann Callahan, 303-789-8291, acallahan@craighospital.org 570 employees
- Los Alamos County, NM; Kat Brophy, 505-662-8045, kat.brophy@lacnm.us 620 employees



## Benefits & Cost Summary

## **Long Term Disability Income Protection Insurance**

Prepared For: City Of Grand Junction

**Submitted By:** Direct Business - Denver Office

Date: September 9, 2013

## Long Term Disability Income Protection

City Of Grand Junction



# **Benefits & Cost Summary Long Term Disability Income Protection Insurance**

## Unum's Group Long Term Disability Income Protection Offering is designed to help the employer:

- Provide sound financial protection in the event of a disability
- Increase productivity and performance
- Meet diverse employee needs at every life stage
- Attract and retain skilled employees

This proposal for Long Term Disability Income Protection Insurance coverage includes all active full-time employees working 30 hours per week in the United States with the employer.

Number of Eligible Employees: 629

## Plan Description:

Proposed coverage effective date: January 1, 2014

**Monthly Benefit:** 60% of monthly earnings to a maximum benefit of \$5,000 per month.

Monthly Disability
Plus® Severe
Impairment
Supplemental Benefit:

Additional 20% of monthly earnings to a maximum monthly benefit of the

lesser of the LTD plan maximum monthly benefit or \$2,000

**Definition of Disability:** 

2 Year Regular Occupation

Zero-Day Residual

Accelerated Elimination Period

Work Incentive Benefit during the first 12 months of disability

payments

Elimination Period: • 90 Days

30 Day Accumulation Feature

**Benefit Duration:** Social Security Retirement Age

Social Security Integration:

Primary and family

#### Standard Plan Features Included in Quote:

- Worldwide emergency travel assistance services
- HR<sup>®</sup>/BenefitsAnswersNow™
- Rehabilitation and Return to Work Assistance Program
- Dependent Care Benefit
- Guaranteed Insurability
- Full Maternity Benefits
- 3 Month Lump-Sum Accelerated Survivor Benefit
- Indexed Pre-Disability Earnings
- "Freeze" in Cost of Living Increases from Deductible Sources of Income
- Waiver of Premium for employees receiving LTD payments
- 12 Month Rehire Provision
- Comparative Reporting and Analysis
- Minimum Monthly Benefit of \$100

## Long Term Disability Income Protection

City Of Grand Junction



#### **Superior Administrative Support Features Included in Quote:**

- Simplified administration of group benefits through secured online tools:
  - Flexible plan administration and billing services
  - Easy access to frequently used forms
  - Claims information plan administrators need to assist employees and their families
  - Information and tools on industry leading absence management programs
  - A robust resource center filled with reference materials that enable plan administrators to be responsive to employee questions and industry information
  - Convenient online options of viewing or downloading your group insurance policy and employee certificate booklets
- Extensive Benefits Center Services:
  - Responsive and experienced claim professionals
  - Industry leading return-to-work approach
  - Specialized case management and managed disability services provided by Unum nurse case management services
  - Worksite Modification Reimbursement up to the greater of \$1,000 or twice the monthly benefit
  - Social Security Appeals Support
  - W-2 preparation and FICA support (employer and employee)
- Centralized toll-free Service Center for general inquiries
- Local Field Office Implementation Support
- Electronic Distribution of employee booklets standard delivery
- Internet list bill and self accounting options
- Integrated with Life Premium Waiver when sold with Unum Life plan
- Compliance with ERISA reporting and disclosure requirements

#### Optional Plan Features Included in Quote:

- Conversion
- Disability Plus® Benefit 20% to \$5,000
- \* 50% earnings offset
- \* 90 day Leave of Absence provision

#### Rates and Cost Information:

Covered Payroll	Rate	Monthly Cost
\$3,205,357.08	0.45% of Covered Payroll	\$14,424

Rate Guarantee: 3 Years

For purposes of calculating benefits and cost, an employee's "monthly earnings" is assumed to mean: gross monthly income before taxes, including any pre-tax contributions to a deferred compensation plan, *excluding* commissions, bonuses, overtime pay or other extra compensation.

**Cost of Coverage Paid By:** Employer (Rate assumes 100% participation)

#### General Information Regarding Benefit Taxability and Integration:

In general, the LTD monthly payment will be taxable:

- If the Employer pays the premiums and employees' salaries are not grossed-up to include premiums as taxable income.
- If the Employees pay premiums with pre-tax dollars.
- If Employees share payments of premiums with the employer, a portion of the benefits will be taxed.

## Long Term Disability Income Protection





In general, the LTD monthly payment will not be taxable:

- If Employees pay premiums with post-tax dollars.
- If the Employer pays the premiums and employees' salaries are grossed-up to include premiums as taxable income.

The LTD monthly payment may be reduced by amounts the employee receives or is entitled to receive from deductible sources of income (offsets) and disability earnings.

## Coverage Exclusions and Limitations:

#### Limitations:

24 months Mental Illness

#### **Exclusions:**

- 3/12 Pre-Existing Condition\*
- Intentionally self-inflicted injuries while sane
- Active participation in a riot
- Loss of Professional License, Occupational License or Certification
- Commission of a crime for which the employee has been convicted
- War, declared or undeclared, or any act of war
- Incarceration

#### \* A "Pre-Existing Condition" means the insured employee:

- received medical treatment, consultation, care or services including diagnostic measures or took prescribed drugs or medicines in the 3 months just prior to his/her effective date of coverage; and
- the disability begins in the first 12 months after the employee's effective date of coverage.

## Coverage Termination:

An employee's coverage under the plan will end on the earliest of:

- the date the policy or a plan is cancelled;
- the date the employee is no longer in an eligible group;
- the date the employee's eligible group is no longer covered;
- the last day of the period for which the employee made any required contributions; or
- the last day the employee is in active employment, unless they are absent due to a covered layoff or leave of absence.





## LTD Coverage Highlights & Descriptions

Some features listed below may be applicable only to certain employee classes. Please see the "Plan Description" section of your LTD Benefits and Cost Summary for specific plan details.

#### **Group Long Term Disability Income** Protection:

Benefits that recognize and support the realities of daily life are of true value to employees today, whether or not they have a disability. With this in mind, Group LTD Income Protection has been designed to match the full spectrum of employer needs more effectively than ever before. Unum's Group LTD Income Protection Program offers these family-focused benefits and support services:

- Work-life balance employee assistance program: provides access to a comprehensive employee assistance and work-life program for the insured employee and their family, to help manage workplace stress and deal more effectively with personal issues ranging from severe to everyday problems. As an additional feature, the program includes the OnClaim Support service.
- Worldwide emergency travel assistance services: delivers global travel assistance including medical and legal emergency support for employees and their families who travel for business or pleasure more than 100 miles from home.

Dependent Care Benefit: Pays an additional \$350 per dependent per month, to an overall family maximum of \$1,000, to disabled employees who are receiving LTD payments while participating in the Rehab/Return to Work Assistance program.

**HR®/BenefitsAnswersNow™:** HR®/BenefitsAnswersNow™ is a regularly updated, online reference featuring two critical resources: HR compliance and benefits information. This well organized, easily searchable library of federal and state employment law is available around the clock to help you meet your business's growing HR challenges. You can also choose to receive regular monthly e-mail updates on HR news and trends. Customer support is available by telephone and e-mail.

Rehabilitation and **Return to Work Assistance Program:**  Provides a rehabilitation and return to work assistance benefit for disabled employees who are receiving LTD payments, and who are medically able to participate. Unum will determine eligibility for this program.

#### Conversion:

Allows the insured employee to purchase insurance under Unum's group conversion policy, in certain instances, within 31 days following their employment termination.

## **Impairment** Supplemental Rider:

**Disability Plus® Severe** Pays an additional monthly benefit when disabled and receiving LTD payments, and when there is the loss of 2 or more Activities of Daily Living (bathing, dressing, eating, toileting, transferring, continence) or cognitive impairment.

#### **General Information**

City Of Grand Junction



## **Contacting Your Unum Sales Office:**

**Location:** Unum - Denver Office

6400 S Fiddler's Green Circle, Suite 1800

Greenwood Village, CO 80111

**Telephone:** (303) 218-5103 **Fax:** (303) 218-5102

Sales Team: Kenneth W Kelley, Sales Consultant

## **Proposal Conditions:**

This proposal is under no circumstances a contract for the insurance coverage described within. If this proposal is accepted, a contract outlining the coverage will be issued.

This proposal is based on census data received by Unum. Actual costs will be based on the final enrollment data of employees insured under the plan on its effective date. Quote assumes coverage of employees who are in active employment in the United States with the employer. Please contact your Unum representative to request a quote for coverage of any employees who do not fit this category. This quote will remain open until December 9, 2013 and includes standard services only, unless otherwise expressly described herein.

#### **Important Information Concerning the Sale of these Benefits:**

State laws require that insurance brokers be licensed and appointed with the applicable Unum Insurance subsidiary before engaging in the solicitation or sale of these benefits. *Note that Unum cannot accept this business if the broker is not properly licensed and appointed before soliciting this proposal.* 

Unum is prepared to help ensure compliance with these state regulations. Brokers who need to check their Unum appointment status should call the Broker Compensation Service Center at 800-633-7491 opt. 2.

LTD Policy Form Number: C.FP-1

Work-life balance employee assistance program is provided by Ceridian Corporation and is available with selected Unum insurance offerings. Exclusions, limitations and prior notice requirements may apply, and service features, terms and eligibility criteria are subject to change. The service is not valid after termination of coverage and may be withdrawn at any time. Please contact your Unum representative for full details.

Worldwide emergency travel assistance services are provided by Assist America, Inc. Services are available with selected Unum insurance offerings. Exclusions, limitations and prior notice requirements may apply, and service features, terms and eligibility criteria are subject to change. The services are not valid after termination of coverage and may be withdrawn at any time. Please contact your Unum representative for full details.

 $\mathsf{HRAnswerNow}^{\otimes}$  and  $\mathsf{BenefitsAnswersNow}^{\mathsf{TM}}$  are provided exclusively by CCH. CCH is not engaged in rendering legal advice. Users should consult with their own attorneys. The service is available with selected Unum insurance offerings. Exclusions, limitations and prior notice requirements may apply, and service features, terms and eligibility criteria are subject to change. The service is not valid after termination of coverage and may be withdrawn at any time. Please contact your Unum representative for full details.

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

## **General Information**



City Of Grand Junction

Underwritten by: Unum Life Insurance Company of America Portland, Maine 04122 © 2013 Unum Group. All rights reserved. (G-72128)



#### Internet Service Solutions:

As your benefits partner, we understand the complexities of benefits management and the increasing demands on your time. To meet your needs, we're creating online solutions that help you with day-to-day plan administration and ongoing benefits management.

As a feature of your group benefits plan, our secure Internet Services give you access to tools that allow registered users to:

- · Access Coverage information
- · View and update billing data
- Process employee changes
- · Pay premium and check billing history
- Assist employees with filing a claim

A unique feature allows you to customize access to the site, giving different people in your company access only to the tools or information they need.

The secure Employer Internet Services website is available 24 hours a day, seven days a week. The website is supported by our Internet Service Center, with service experts available to assist you from 8 a.m. to 5 p.m. Eastern Time.

## **Administration & Billing**

- Easy access to your Group Insurance Policy
- · Electronic employee certificate booklets
- Helpful plan administration guides
- Billing services available by billing account, allowing you to create a unique billing profile for each area within your company, including:
  - Flexible options for online list bill or self-accounting premium statement. Customers
    electing a list bill can update employee information, change coverage options, adjust salary
    information and more.
  - E-mail notification for immediate access to new premium statements
- Convenient payment options
- Timely status reports on employee applications submitted for medical underwriting
- Simplified data transfer of multiple employee data files

#### Claims

Fast and easy access to the information you need to assist your employees with a Unum claim, including frequently asked questions regarding the claims process, information on how to complete a claim form, and convenient access to a directory of online claim forms.

#### **Forms**

Application and enrollment forms, marketing materials and requests for customer service are ready to be completed, downloaded or printed at your convenience.



City Of Grand Junction



#### **Resource Center**

Timely reference material and work tools including:

- HR Guidebooks to help you navigate the complexities of FMLA, ADA, ERISA, HIPAA and Mergers & Acquisitions
- Employee service tools to inform your workforce about assistance services included with Unum
- Unum news to provide the latest on our products and services

## **Workplace Productivity**

Unum partners with you to build stronger employee benefits programs that help you maintain productivity in the workplace. We provide you with information and tools on:

#### Comparative Reporting & Analysis

-Information services to help you better measure and monitor your lost-time and employee benefit costs

#### Employee assistance services

-Information on valuable employee assistance services that are designed to support your employees during life's everyday challenges

#### About our products & services

-Integrated benefit solutions that address specific corporate needs for cost control, risk management and productivity

#### · Absence management

- **Employee absence and your bottom line** Unum research on the impact of disability on your employee medical costs
- -Corporate Return-to-Work Program Development
  - Resources to help you plan better for employee lost time, return employees to work and control the cost of lost time

For more information, contact your Unum service representative, visit www.unum.com/employers, or call our Internet Service Center (1-877-225-2712, option 2)



## Benefits & Cost Summary

## Basic Life and Accidental Death and Dismemberment (AD&D) Insurance

Prepared For: City Of Grand Junction

**Submitted By:** Direct Business - Denver Office

Date: September 9, 2013

City Of Grand Junction



# Benefits & Cost Summary Group Life and Accidental Death and Dismemberment Insurance

This proposal for Life and AD&D insurance coverage includes all active full-time employees working the required hours per week in the United States with the employer.

Class 1: Active employees

Class 2: Retirees

Number of Eligible Employees: 657 (629 Active; 28 Retiree)

## Plan Description:

Proposed coverage effective date: January 1, 2014

#### Life Insurance

#### Employee Life Benefit Amount Overall Maximum

Class 1: 1 X annual earnings rounded to the next higher \$1,000 \$150,000

**Class 2:** \$2,000

#### **Employee Life Non-Medical Maximum**

The Employee Life non-medical maximum is equal to the overall maximum.

#### **Employee Life Benefit Reduction Formula**

Class 1: Life Benefit Reduces to:

65% at age 65; and50% at age 70; and35% at age 75

#### **Dependent Life Benefit Amount**

**Spouse:** Class 1: \$5,000

Class 2: No coverage for this class

Child: Class 1: - Live birth to 14 days: \$1,000

- 14 days to 6 months: \$2,000

6 months to 20 years

(24 years if full-time student): \$2,000

Class 2: - No coverage for this class

The amount of Life Insurance for a dependent will not be more than 100% of the employee Life amount. The employee must be covered for Life in order to insure dependents for Life.

#### **AD&D Insurance**

#### Employee AD&D Benefit Amount AD&D Maximum

Class 1: 1 X annual earnings, plus \$50,000, rounded to the next \$200,000

higher \$1,000

Class 2: No coverage for this class





#### **Employee AD&D Benefit Reduction Formula**

Class 1: AD&D Benefit Reduces to:

65% at age 65; and50% at age 70; and35% at age 75

## Standard Plan Features Included in Quote:

• Life Planning Financial & Legal Resources

• Life Insurance Conversion Privilege

• Unum Security Account

12 Month Rehire Provision

• AD&D Education Benefit - 6%-\$6,000

AD&D Repatriation Benefit

AD&D Seat Belt and Airbag Benefit - Employee Only 10%/\$25,000 Seatbelt-5%/\$5,000 Airbag

AD&D Exposure and Disappearance Benefit

• Enhanced AD&D Schedule of Benefits and Losses

Accelerated Benefit – 75% of the Life Amount to a maximum of \$500,000

• Class 1: Employee Life Insurance Premium Waiver

Class 1: Portability

#### **Superior Administrative Support Features Included in Quote:**

- Simplified administration of group benefits through secured online tools:
  - Flexible plan administration and billing services
  - Easy access to frequently used forms
  - Claims information plan administrators need to assist employees and their families
- A robust resource center filled with reference materials that enable plan administrators to be responsive to employee questions and industry information
- Convenient online options of viewing or downloading your group insurance policy and employee certificate booklets
- Centralized toll-free Service Center for general inquiries
- Local Field Office Implementation Support
- Electronic Distribution of employee booklets standard delivery
- Internet list bill and self accounting options
- Integrated Premium Waiver claims processing when sold with Unum LTD
- Compliance with ERISA reporting and disclosure requirements
- Superior Benefits Center Service Standards

#### **Optional Plan Features Included:**

Class 1: AD&D Common Carrier Benefit
 Class 1: AD&D Felonious Assault Benefit
 Class 1: Dependent Life Insurance

#### Rates and Cost Information:

#### **Life Rates**

	Volume	Rate	Monthly Cost
Employee Life	\$38,931,350	\$0.150 per \$1,000 packaged with Unum LTD and GVTL	\$5,839.70





	Volume	Rate	Monthly Cost
Retiree Life	\$56,000	\$3.500 per \$1,000	\$196.00

	Rate	Monthly Cost
Dependent Family Unit	\$1.60 per employee	\$542.40

Total Monthly Cost for Life Insurance:	\$6,578.10
--	------------

#### **AD&D Rates**

	Volume R		Monthly Cost
Employee AD&D	\$70,198,850	\$0.030 per \$1,000	\$2,105.97

Rate Guarantee: 3 Years

For purposes of calculating benefits and cost, an employee's "annual earnings" is assumed to mean: gross annual income before taxes, including any pre-tax contributions to a deferred compensation plan, **excluding** commissions, bonuses, overtime pay or other extra compensation.

**Employee** Employer (Rate assumes 100% participation)

Cost of Coverage Paid By:

**Dependent** Class 1: Employer and employees

Cost of Coverage Paid By:

**Delayed Effective Date:** Other than as provided through Continuity of Coverage, for employees who

are absent from work on the date their coverage would normally begin (due to injury, sickness, layoff or leave of absence), coverage will begin on the

date they return to active employment.

Other than as provided through Continuity of Coverage, for eligible dependents that are totally disabled on the date their coverage would normally begin, coverage will begin on the date they are no longer totally disabled. This does not apply to a newborn child while dependent

insurance is in effect.

## Coverage Exclusions:

**Life Insurance:** 24 month suicide exclusion

(applies to contributory amounts and medically underwritten amounts, time insured by prior carrier counts toward 24 month period)

#### AD&D Insurance:

AD&D benefits will not be paid for 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
- Attempt to commit or commission of a crime
- War, declared or undeclared, or any act of war
- Use of any prescription or non-prescription drug, poison, fume or other chemical substance unless used according to the prescription or direction of the employee's physician. This exclusion does not apply if the chemical substance is ethanol.
- Disease of the body, or diagnostic, medical or surgical treatment, or mental disorder as set forth in the latest edition of the Diagnostic and Statistical Manual of Mental Disorders
- · Being intoxicated
- Experimental medical procedures or investigational medical procedures





## Coverage Termination:

An employee's coverage under the plan will end on the earliest of:

- the date the plan is cancelled;
- the date the employee is no longer in an eligible group;
- the date the employee's eligible group is no longer covered;
- the last day of the period for which the employee made any required contributions; or
- the last day the employee is in active employment, unless continued due to a covered layoff or leave of absence or due to an injury or sickness, as described in the contract.

The contract has additional provisions relating to dependent coverage termination. See your Unum representative for details.

### Life/AD&D Highlights





### Life/AD&D Coverage Highlights & Descriptions:

Some features listed below may be applicable only to certain employee classes. Please see the "Plan Description" section of your Life/AD&D Benefits and Cost Summary for specific plan details.

Legal Resources:

Life Planning Financial & This personalized financial counseling service provides expert, objective financial counseling to survivors and terminally ill employees at no cost to them. This service is also extended to employees upon the death or terminal illness of their covered spouse. The financial consultants are master level consultants. They will help develop strategies needed to protect resources, preserve current lifestyles, and build future security. At no time will the consultants offer or sell any product or service.

Accelerated Benefit:

Pays a portion of the insured employee's or dependent's Life benefit in the event the insured employee or dependent becomes terminally ill, and the employee's or dependent's life expectancy has been reduced to less than 12 months. The employee's or dependent's death benefit will be reduced by the Accelerated Life Benefit paid.

Portability:

Allows an insured employee and their dependents to elect portable coverage, at group rates, if the employee terminates employment, reduces hours or retires from the employer. Employees and their dependents are not eligible for portable coverage if they have an injury or sickness, under the terms of this plan, that has a material effect on life expectancy.

Waiver:

Life Insurance Premium Life insurance premiums will be waived for insured employees who become disabled prior to a specified age, and who remain disabled during an elimination period.

Life Insurance **Conversion Privilege:**  When an insured employee's group coverage ends, employees and their dependents may convert their coverage to individual life policies without providing evidence of insurability.

**AD&D Covered Losses** and Benefits:

The AD&D plan provides additional protection for insured employees in the event of an accidental bodily injury resulting in death or dismemberment.

Benefits resulting from the accidental death are paid to the named beneficiary. Benefits resulting from a dismembering injury are paid to the insured. The loss must occur within 365 days of the accident.

Fo	r Loss of:	The Benefit will be:	
•	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 or one foot and the sight of one eye	The full amount	
•	Speech and hearing	The full amount	
•	One hand or one foot	One half the full amount	
•	Speech or hearing	One half the full amount	
•	Sight of one eye	One half the full amount	
•	Thumb and index finger of the same hand	One quarter the full amount	

### Life/AD&D Highlights





Additional Options:	The Benefit will be:	
Quadriplegia	The full amount	
Triplegia	Three quarters the full amount	
Paraplegia	Three quarters the full amount	
Hemiplegia	One half the full amount	
Uniplegia	One quarter the full amount	

No more than the full amount will be paid for all losses resulting from the same accident.

### AD&D Education Benefit:

Pays an additional lump sum benefit, to each qualified child of a deceased insured employee (provided death occurs within 365 days of the accidental bodily injury), equal to the lesser of:

- 6% of the employee's AD&D benefit amount; or
- \$6,000.

Maximum Benefit Payments: 4 per lifetime Maximum Benefit Amount: \$24,000

Maximum Benefit Period: 6 years from the date of the first benefit payment

In order to qualify, a child must continue to be enrolled full-time in an accredited post-secondary institution of higher learning beyond the 12th grade level. If still at the 12th grade level, then the child must enroll in such an institution within 365 days of the employee's date of death.

### AD&D Repatriation Benefit:

Pays an additional accidental death benefit of up to \$5,000 for preparation and transportation of a deceased insured employee, provided death occurs at least 100 miles from the employee's principal residence.

### Life/AD&D Highlights



City Of Grand Junction

### AD&D Seat Belt and Airbag Benefit:

Pays an additional accidental death benefit if an insured employee dies while properly wearing a seat belt, and an additional accidental death benefit if the employee was protected by an airbag.

#### Benefit Amount:

- Seatbelt: 10% of the Full Amount of the insured employee's accidental death and dismemberment insurance benefit.
- 5% of the Full Amount of the insured employee's accidental death and dismemberment insurance benefit.

### Maximum Benefit:

Seatbelt: \$25,000 \$5,000. Airbag:

### AD&D Exposure and Disappearance Benefit:

Pays a benefit if the insured employee sustains an accidental bodily injury and is unavoidably exposed to the elements and suffers a loss.

Unum will presume the insured employee suffered loss of life due to an accident if:

- they are riding in a common public passenger carrier that is involved in an accident covered under the contract; and
- as a result of the accident, the common public passenger carrier is wrecked, sinks, is stranded, or disappears; and
- the insured employee's body is not found within one year of the accident.

### Benefit:

AD&D Felonious Assault Pays an additional benefit if the insured employee sustains a loss which is caused directly by a felonious act of violence. The felonious act of violence must occur while the insured employee is working for the Employer, at the Employer's usual place of business, at an alternative worksite at the direction of the Employer, including the insured employee's home, or a location to which the insured employee's job requires them to travel.

#### Benefit Amount:

10% of the Full Amount of the insured employee's accidental death benefit.

### Maximum Benefit Amount:

\$10,000

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 the insured employee was committing a felonious act.

Unum Security Account: For Life and AD&D claims that are \$10,000 or greater, a Retained Asset Account (the Unum Security Account) will be made available to the designated beneficiary. This account allows access to all paid benefits immediately, while paying interest on benefits that have not been accessed.

> Claim payment is satisfied by establishment of the Unum Retained Asset Account. The funds are retained in Unum's general account and Unum pays a guaranteed rate of interest on the funds in the retained asset account regardless of the investment performance of Unum's general account. The beneficiary can request a lump sum check instead of the retained asset account or they can access all or part of the funds in the retained asset account by writing a single or multiple drafts.

> While the funds are not FDIC insured, they are guaranteed by State Guaranty Associations

For more information regarding the Unum Retained Asset Account please contact your Unum representative.

### General Information

City Of Grand Junction



### Contacting Your Unum Sales Office:

**Location:** Unum – Denver Office

6400 S Fiddler's Green Circle, Suite 1800

Greenwood Village, CO 80111

**Telephone:** (303) 218-5103 **Fax:** (303) 218-5102

Sales Team: Kenneth W Kelley, Sales Consultant

### **Proposal Conditions:**

This proposal is under no circumstances a contract for the insurance coverage described within. If this proposal is accepted, a contract outlining the coverage will be issued.

This proposal is based on census data received by Unum. Actual costs will be based on the final enrollment data of employees insured under the plan on its effective date. Quote assumes coverage of employees who are in active employment in the United States with the employer. Please contact your Unum representative to request a quote for coverage of any employees who do not fit this category. This quote will remain open until December 9, 2013 and includes standard services only, unless otherwise expressly described herein.

### Important Information Concerning the Sale of these Benefits:

State laws require that insurance brokers be licensed and appointed with the applicable Unum Insurance subsidiary before engaging in the solicitation or sale of these benefits. *Note that Unum cannot accept this business if the broker is not properly licensed and appointed before soliciting this proposal.* 

Unum is prepared to help ensure compliance with these state regulations. Brokers who need to check their Unum appointment status should call the Broker Compensation Service Center at 800-633-7491 opt. 2.

Life/AD&D Policy Form Number: C.FP-2

Life Planning is provided by Ceridian Incorporated. The services are subject to availability and may be withdrawn by Unum without prior notice.

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

Underwritten by: Unum Life Insurance Company of America Portland, Maine 04122 © 2013 Unum Group. All rights reserved. (G-72128)



### Internet Service Solutions:

As your benefits partner, we understand the complexities of benefits management and the increasing demands on your time. To meet your needs, we're creating online solutions that help you with day-to-day plan administration and ongoing benefits management.

As a feature of your group benefits plan, our secure Internet Services give you access to tools that allow registered users to:

- Access Coverage information
- · View and update billing data
- Process employee changes
- · Pay premium and check billing history
- Assist employees with filing a claim

A unique feature allows you to customize access to the site, giving different people in your company access only to the tools or information they need.

The secure Employer Internet Services website is available 24 hours a day, seven days a week. The website is supported by our Internet Service Center, with service experts available to assist you from 8 a.m. to 5 p.m. Eastern Time.

### **Administration & Billing**

- Easy access to your Group Insurance Policy
- Electronic employee certificate booklets
- · Helpful plan administration guides
- Billing services available by billing account, allowing you to create a unique billing profile for each area within your company, including:
  - Flexible options for online list bill or self-accounting premium statement. Customers
    electing a list bill can update employee information, change coverage options, adjust salary
    information and more.
  - E-mail notification for immediate access to new premium statements
- Convenient payment options
- Timely status reports on employee applications submitted for medical underwriting
- Simplified data transfer of multiple employee data files

### Claims

Fast and easy access to the information you need to assist your employees with a Unum claim, including frequently asked questions regarding the claims process, information on how to complete a claim form, and convenient access to a directory of online claim forms.

### **Forms**

Application and enrollment forms, marketing materials and requests for customer service are ready to be completed, downloaded or printed at your convenience.



### **Resource Center**

Timely reference material and work tools including:

- HR Guidebooks to help you navigate the complexities of FMLA, ADA, ERISA, HIPAA and Mergers & Acquisitions
- Employee service tools to inform your workforce about assistance services included with Unum coverages
- Unum news to provide the latest on our products and services

### **Workplace Productivity**

Unum partners with you to build stronger employee benefits programs that help you maintain productivity in the workplace. We provide you with information and tools on:

### • Employee assistance services

-Information on valuable employee assistance services that are designed to support your employees during life's everyday challenges

### · About our products & services

-Integrated benefit solutions that address specific corporate needs for cost control, risk management and productivity

#### Absence management

- **Employee absence and your bottom line** Unum research on the impact of disability on your employee medical costs
- -Corporate Return-to-Work Program Development
  - Resources to help you plan better for employee lost time, return employees to work and control the cost of lost time

For more information, contact your Unum service representative, visit www.unum.com/employers, or call our Internet Service Center (1-877-225-2712, option 2)



### Benefits & Cost Summary

### Voluntary "Lifestyle" Life and Accidental Death and Dismemberment (AD&D) Insurance

Prepared For: City Of Grand Junction

Submitted By: Direct Business - Denver Office

Date: September 9, 2013

### Lifestyle Life and AD&D

City Of Grand Junction



## Benefits & Cost Summary Group Lifestyle Life and Accidental Death and Dismemberment Insurance

This proposal for Lifestyle Life and AD&D insurance coverage includes all active full-time employees working the required hours per week in the United States with the employer.

**Number of Eligible Employees:** 629 eligible

Plan Description:

Proposed coverage effective date: January 1, 2014

Life Insurance

### **Employee Life Benefit Amount**

**Overall Maximum** 

Amounts in \$10,000 benefit units as applied for by the employee The lesser of 5 X annual earnings or and approved by Unum \$500,000

### **Employee Life Minimum**

\$10,000

### **Employee Life Non-Medical Maximum**

\$180,000

### **Employee Life Benefit Reduction Formula**

Life Benefit Reduces to:

- 65% at age 65; and
- 50% at age 70; and
- 35% at age 75

	Dependent Life Benefit Amount	Overall Maximum
Spouse:	Amounts in \$5,000 benefit units as applied for by the employee and approved by Unum	The lesser of 100% of the Employee Life amount or \$500,000
Child:	<ul> <li>Live birth to 14 days: \$1,000</li> <li>14 days to 6 months: \$2,000</li> <li>6 months to 20 years (24 years if full-time student):</li> <li>Amounts in \$2,000 benefit units as applied for by the employee and approved by Unum</li> </ul>	The lesser of 100% of the Employee Life amount or \$10,000

Spouse Life Non-Medical

Maximum:

\$25,000

Spouse Life Benefit Reduction

Formula:

The Spouse Life Benefit amount will reduce by the same percentage and at the same time as the Employee Life Benefit amount.

The amount of Life Insurance for a dependent will not be more than 100% of the employee Life amount. The employee must be covered for Life in order to insure dependents for Life.

### Lifestyle Life and AD&D

City Of Grand Junction



### **AD&D Insurance**

### **Employee AD&D Benefit Amount**

#### **AD&D Maximum**

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

The lesser of 5 X annual earnings or \$500,000

### **Employee AD&D Minimum**

\$10,000

### **Employee AD&D Benefit Reduction Formula**

AD&D Benefit Reduces to:

- 65% at age 65; and
- 50% at age 70; and
- 35% at age 75

### Standard Plan Features Included in Quote:

- Life Planning Financial & Legal Resources
- Annual Enrollment Period
- Customized Enrollment
- Life Insurance Conversion Privilege
- Unum Security Account
- 12 Month Rehire Provision
- AD&D Education Benefit 6%-\$6,000
- AD&D Repatriation Benefit
- AD&D Seat Belt and Airbag Benefit Employee Only 10%/\$25,000 Seatbelt-5%/\$5,000 Airbag
- AD&D Exposure and Disappearance Benefit
- Enhanced AD&D Schedule of Benefits and Losses
- Accelerated Benefit 75% of the Life Amount to a maximum of \$500,000
- Employee Life Insurance Premium Waiver
- Portability

### Superior Administrative Support Features Included in Quote:

- **Simplified** administration of group benefits through secured online tools:
  - Flexible plan administration and billing services
  - Easy access to frequently used forms
  - Claims information plan administrators need to assist employees and their families
- A robust resource center filled with reference materials that enable plan administrators to be responsive to employee questions and industry information
- Convenient online options of viewing or downloading your group insurance policy and employee certificate booklets
- Centralized toll-free Service Center for general inquiries
- Local Field Office Implementation Support
- Electronic Distribution of employee booklets standard delivery
- Internet list bill and self accounting options
- Integrated Premium Waiver claims processing when sold with Unum LTD
- Compliance with ERISA reporting and disclosure requirements
- Superior Benefits Center Service Standards

### Optional Plan Features Included:

- AD&D Common Carrier Benefit
- AD&D Felonious Assault Benefit



### Rates and Cost Information:

### Life Rates per \$1,000

	Employee	Employee	Spouse	Child Life Monthly Rate
	Non-Tobacco	Tobacco		Tronum, ruace
Age	Rate	Rate	Rate	\$0.30 per \$1,000
15-24	0.062	0.092	0.048	Ψ-/
25-29	0.062	0.092	0.048	
30-34	0.080	0.120	0.066	
35-39	0.110	0.176	0.100	
40-44	0.150	0.265	0.146	
45-49	0.241	0.422	0.228	
50-54	0.370	0.713	0.352	
55-59	0.606	1.008	0.538	
60-64	0.977	1.521	0.908	
65-69	1.725	2.558	1.534	
70-74	3.114	4.498	2.728	
75+	6.257	8.074	5.552	

### **AD&D Rates**

Employee, Spouse and Child AD&D Monthly Rate	
\$0.030 per \$1,000	

### Rate assumes the following:

The employee participation level is currently 22%.

Rate Guarantee: 3 Years

For purposes of calculating benefits and cost, an employee's "annual earnings" is assumed to mean: gross annual income before taxes, including any pre-tax contributions to a deferred compensation plan, **excluding** commissions, bonuses, overtime pay or other extra compensation.

Cost of Coverage Paid By: Employees

Minimum Participation: In order for the case to be effective, the greater of 10 employees or

20% of the eligible employees must participate in the plan.

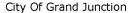
**Delayed Effective Date:** Other than as provided through Continuity of Coverage, for employees who

are absent from work on the date their coverage would normally begin (due to injury, sickness, layoff or leave of absence), coverage will begin on the first of the month coincident with or next following the date they return to

active employment.

Other than as provided through Continuity of Coverage, for eligible dependents that are totally disabled on the date their coverage would normally begin, coverage will begin on the first of the month coincident with or next following the date they are no longer totally disabled. This does not apply to a newborn child while dependent insurance is in effect.

### Lifestyle Life and AD&D





### Coverage Exclusions:

Life Insurance: 24 month suicide exclusion

### AD&D Insurance:

AD&D benefits will not be paid for 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
- · Attempt to commit or commission of a crime
- War, declared or undeclared, or any act of war
- Use of any prescription or non-prescription drug, poison, fume or other chemical substance unless used according to the prescription or direction of the employee's physician. This exclusion does not apply if the chemical substance is ethanol.
- Disease of the body, or diagnostic, medical or surgical treatment, or mental disorder as set forth in the latest edition of the Diagnostic and Statistical Manual of Mental Disorders
- Being intoxicated
- Experimental medical procedures or investigational medical procedures

### Coverage Termination:

An employee's coverage under the plan will end on the earliest of:

- · the date the plan is cancelled;
- the date the employee is no longer in an eligible group;
- the date the employee's eligible group is no longer covered;
- the last day of the period for which the employee made any required contributions; or
- the last day the employee is in active employment, unless continued due to a covered layoff or leave of absence or due to an injury or sickness, as described in the contract.

The contract has additional provisions relating to dependent coverage termination. See your Unum representative for details.

### Lifestyle Life/AD&D Highlights

City Of Grand Junction



### Lifestyle Life/AD&D Coverage Highlights & Descriptions:

Some features listed below may be applicable only to certain employee classes. Please see the "Plan Description" section of your Lifestyle Life/AD&D Benefits and Cost Summary for specific plan details.

Legal Resources:

Life Planning Financial & This personalized financial counseling service provides expert, objective financial counseling to survivors and terminally ill employees at no cost to them. This service is also extended to employees upon the death or terminal illness of their covered spouse. The financial consultants are master level consultants. They will help develop strategies needed to protect resources, preserve current lifestyles, and build future security. At no time will the consultants offer or sell any product or service.

#### **Accelerated Benefit:**

Pays a portion of the insured employee's or dependent's Life benefit in the event the insured employee or dependent becomes terminally ill, and the employee's or dependent's life expectancy has been reduced to less than 12 months. The employee's or dependent's death benefit will be reduced by the Accelerated Life Benefit paid.

### Portability:

Allows an insured employee and their dependents to elect portable coverage, at group rates, if the employee terminates employment, reduces hours or retires from the employer. Employees and their dependents are not eligible for portable coverage if they have an injury or sickness, under the terms of this plan, that has a material effect on life expectancy.

Waiver:

Life Insurance Premium Life insurance premiums will be waived for insured employees who become disabled prior to a specified age, and who remain disabled during an elimination period.

### Life Insurance **Conversion Privilege:**

When an insured employee's group coverage ends, employees and their dependents may convert their coverage to individual life policies without providing evidence of insurability.

### **AD&D Covered Losses** and Benefits:

The AD&D plan provides additional protection for insured employees in the event of an accidental bodily injury resulting in death or dismemberment.

Benefits resulting from the accidental death are paid to the named beneficiary. Benefits resulting from a dismembering injury are paid to the insured. The loss must occur within 365 days of the accident.

Fo	r Loss of:	The Benefit will be:
•	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 or one foot and the sight of one eye	The full amount
•	Speech and hearing	The full amount
•	One hand or one foot	One half the full amount
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•	Sight of one eye	One half the full amount
•	Thumb and index finger of the same hand	One quarter the full amount

### Lifestyle Life/AD&D Highlights



City Of Grand Junction

Additional Options:	The Benefit will be:
Quadriplegia	The full amount
Triplegia	Three quarters the full amount
Paraplegia	Three quarters the full amount
Hemiplegia	One half the full amount
Uniplegia	One quarter the full amount

No more than the full amount will be paid for all losses resulting from the same accident.

### AD&D Education Benefit:

Pays an additional lump sum benefit, to each qualified child of a deceased insured employee (provided death occurs within 365 days of the accidental bodily injury), equal to the lesser of:

- 6% of the employee's AD&D benefit amount; or
- \$6,000.

Maximum Benefit Payments: 4 per lifetime Maximum Benefit Amount: \$24,000

Maximum Benefit Period: 6 years from the date of the first benefit payment

In order to qualify, a child must continue to be enrolled full-time in an accredited post-secondary institution of higher learning beyond the 12th grade level. If still at the 12th grade level, then the child must enroll in such an institution within 365 days of the employee's date of death.

### AD&D Repatriation Benefit:

Pays an additional accidental death benefit of up to \$5,000 for preparation and transportation of a deceased insured employee, provided death occurs at least 100 miles from the employee's principal residence.

### Lifestyle Life/AD&D Highlights

City Of Grand Junction

### AD&D Seat Belt and Airbag Benefit:

Pays an additional accidental death benefit if an insured employee dies while properly wearing a seat belt, and an additional accidental death benefit if the employee was protected by an airbag.

#### Benefit Amount:

- Seatbelt: 10% of the Full Amount of the insured employee's accidental death and dismemberment insurance benefit.
- 5% of the Full Amount of the insured employee's accidental death and dismemberment insurance benefit.

### Maximum Benefit:

Seatbelt: \$25,000 \$5,000. Airbag:

### AD&D Exposure and Disappearance Benefit:

Pays a benefit if the insured employee sustains an accidental bodily injury and is unavoidably exposed to the elements and suffers a loss.

Unum will presume the insured employee suffered loss of life due to an accident if:

- they are riding in a common public passenger carrier that is involved in an accident covered under the contract; and
- as a result of the accident, the common public passenger carrier is wrecked, sinks, is stranded, or disappears; and
- the insured employee's body is not found within one year of the accident.

### Benefit:

AD&D Felonious Assault Pays an additional benefit if the insured employee sustains a loss which is caused directly by a felonious act of violence. The felonious act of violence must occur while the insured employee is working for the Employer, at the Employer's usual place of business, at an alternative worksite at the direction of the Employer, including the insured employee's home, or a location to which the insured employee's job requires them to travel.

### Benefit Amount:

10% of the Full Amount of the insured employee's accidental death benefit.

### Maximum Benefit Amount:

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For more information regarding the Unum Retained Asset Account please contact your Unum representative.

### General Information

City Of Grand Junction



### **Contacting Your Unum Sales Office:**

**Location:** Unum - Denver Office

6400 S Fiddler's Green Circle, Suite 1800

Greenwood Village, CO 80111

**Telephone:** (303) 218-5013 **Fax:** (303) 218-5102

Sales Team: Kenneth W Kelley, Sales Consultant

### **Proposal Conditions:**

This proposal is under no circumstances a contract for the insurance coverage described within. If this proposal is accepted, a contract outlining the coverage will be issued.

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State laws require that insurance brokers be licensed and appointed with the applicable Unum Insurance subsidiary before engaging in the solicitation or sale of these benefits. *Note that Unum cannot accept this business if the broker is not properly licensed and appointed before soliciting this proposal.* 

Unum is prepared to help ensure compliance with these state regulations. Brokers who need to check their Unum appointment status should call the Broker Compensation Service Center at 800-633-7491 opt. 2.

Life/AD&D Policy Form Number: C.FP-2

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

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### Internet Service Solutions:

As your benefits partner, we understand the complexities of benefits management and the increasing demands on your time. To meet your needs, we're creating online solutions that help you with day-to-day plan administration and ongoing benefits management.

As a feature of your group benefits plan, our secure Internet Services give you access to tools that allow registered users to:

- Access Coverage information
- · View and update billing data
- Process employee changes
- Pay premium and check billing history
- Assist employees with filing a claim

A unique feature allows you to customize access to the site, giving different people in your company access only to the tools or information they need.

The secure Employer Internet Services website is available 24 hours a day, seven days a week. The website is supported by our Internet Service Center, with service experts available to assist you from 8 a.m. to 5 p.m. Eastern Time.

### **Administration & Billing**

- Easy access to your Group Insurance Policy
- Electronic employee certificate booklets
- · Helpful plan administration guides
- Billing services available by billing account, allowing you to create a unique billing profile for each area within your company, including:
  - Flexible options for online list bill or self-accounting premium statement. Customers
    electing a list bill can update employee information, change coverage options, adjust salary
    information and more.
  - E-mail notification for immediate access to new premium statements
- Convenient payment options
- Timely status reports on employee applications submitted for medical underwriting
- · Simplified data transfer of multiple employee data files

### Claims

Fast and easy access to the information you need to assist your employees with a Unum claim, including frequently asked questions regarding the claims process, information on how to complete a claim form, and convenient access to a directory of online claim forms.

### **Forms**

Application and enrollment forms, marketing materials and requests for customer service are ready to be completed, downloaded or printed at your convenience.



### **Resource Center**

Timely reference material and work tools including:

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- Employee service tools to inform your workforce about assistance services included with Unum coverages
- Unum news to provide the latest on our products and services

### **Workplace Productivity**

Unum partners with you to build stronger employee benefits programs that help you maintain productivity in the workplace. We provide you with information and tools on:

### • Employee assistance services

-Information on valuable employee assistance services that are designed to support your employees during life's everyday challenges

### · About our products & services

-Integrated benefit solutions that address specific corporate needs for cost control, risk management and productivity

### Absence management

- **Employee absence and your bottom line** Unum research on the impact of disability on your employee medical costs
- -Corporate Return-to-Work Program Development
  - Resources to help you plan better for employee lost time, return employees to work and control the cost of lost time

For more information, contact your Unum service representative, visit www.unum.com/employers, or call our Internet Service Center (1-877-225-2712, option 2)

### City of Grand Junction Additional Statement and Variations

- In Attachment A #11, Voluntary Life Table the Tobacco Use Rate section appears to be mis-labeled as "Spouse Age" and "Rate per \$5,000." We have corrected this to Employee Age and Rate per \$10,000.
- In Attachment B #9 (LTD Rate Quote) the Volume may have been reflected as an annual volume. We have corrected this to our calculated monthly volume based on the census provided, in order to show the requested monthly premium.
- If selected, Unum will require release of the current carrier's rates in order to verify underwriting assumptions made.
- Note Unum can blend the Active and Retiree Life rates if desired, so that only a single rate is charged.
- Note Voluntary Life rates can be re-sloped or adjusted if necessary in order to accommodate a smooth transition.
- Other items are noted in our Executive Summary Letter which primarily outlines enhancements we can offer to the City of Grand Junction's plans.



### Financial strength

For the future





Tom Watjen
President and CEO

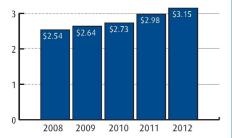
**66** We continue to believe we are well-positioned to operate in the current environment and deliver value for our customers and shareholders. **99** 

### Operating income

1Q 2013: \$215.6 million

\$0.80 per share

### Operating EPS growth



Per common diluted share, excluding special items. A reconciliation of non-GAAP financial measures, along with a quarterly financial overview, is available at www.investors.unum.com.

As a leading provider of financial protection products and services in the U.S. and U.K., we are committed to financial strength built on a solid foundation of consistent operating results, strong risk management practices, prudent investment choices and a clear capital management strategy.

### **Consistent execution**

Unum's diversified businesses create a balanced mix of products and services to ensure the financial strength of the company. In 2013 we have continued to create value for our shareholders by remaining disciplined and maintaining our financial flexibility.

### Diversified investment portfolio

Our investment portfolio is designed to match the long-term nature of our business and has enabled us to continue building on our strong capital position. It consists of historically low levels of high-yield bonds, no exposure to subprime mortgages and virtually no holdings in asset classes that have plagued financial institutions.

### Strategic capital management

Our capital position also remains in very good shape, giving us tremendous financial flexibility. In the first quarter of 2013, we repurchased another \$95 million of our stock, bringing us to more than \$2 billion since 2007.

### CAPITAL MANAGEMENT

Criteria	2011	2012	1Q13
RBC ratio for traditional U.S. insurance cos.	405%	396%	396%
Holding co. liquidity	\$756 million	\$805 million	\$652 million

RBC: Risk Based Capital

### Ratings upgrades

Both Standard & Poor's and Moody's upgraded Unum's financial strength ratings in 2012, citing the company's improved business diversification, capital management and operating performance. So far in 2013, Unum's ratings have been reaffirmed by A.M. Best and Fitch.

### FINANCIAL STRENGTH RATINGS

Agency	F	Rating	Outlook
A.M. Best	А	Excellent	Stable
Fitch	Α	Strong	Stable
Moody's	A2	Good	Stable
S&P	А	Strong	Stable

Ratings are given to the U.S. insuring subsidiaries of Unum Group and are current as of May 17, 2013.

Capital management and comments related to operating performance are based on Unum internal data and are current as of March 31, 2013.



### Don't forget this travel essential!

Pack your worldwide emergency travel assistance phone number and leave travel worries at home



# Whether traveling for business or pleasure, one phone call connects you to:



- A state-of-the-art global response operations center
- Qualified medical providers around the world

### If you experienced a medical emergency while traveling, would you know who to call?

Whenever you travel 100 miles or more from home — to another country or just another city — be sure to pack your worldwide emergency travel assistance phone number! Travel assistance speaks your language, helping you locate hospitals, embassies and other "unexpected" travel destinations. Add the number to your cell phone contacts, so it's always close at hand! Just one phone call connects you and your family to medical and other important services 24 hours a day.

### Use your travel assistance phone number to access:

- Hospital admission assistance\*
- Emergency medical evacuation
- Prescription replacement assistance
- Transportation for a friend or family member to join a hospitalized patient
- Care and transport of unattended minor children
- · Assistance with the return of a vehicle
- · Emergency message services
- Critical care monitoring
- Emergency trauma counseling
- · Referrals to Western-trained, English-speaking medical providers
- · Legal and interpreter referrals
- Passport replacement assistance

### 24/7 services anywhere in the world

Unum's travel assistance services are provided by Assist America, Inc., a leading provider of global emergency assistance services through employee benefit plans. Assist America's medically certified personnel are ready to help 24 hours a day, 365 days a year, and can connect you with pre-qualified, English-speaking and Western-trained medical providers anywhere in the world.



You can access travel assistance services through the **phone number on your travel assistance wallet card**. If you have misplaced your card, contact your human resources department and ask for a replacement.



For reference only. Not actual card.

### Travel assistance FAQs

- Q. Which countries can I travel to?
- **A.** Assist America's services have no geographical exclusions. Its worldwide network stands ready to help wherever your travels take you.
- Q. Is my family covered?
- **A.** Your spouse and dependent children up to age 19 (or the age specified by your medical plan) are covered. Spouses and children traveling on business for their employers are not eliqible to access these services during those trips.
- Q. Are pre-existing conditions excluded?
- **A.** No. Whether your medical emergency is the result of a new or pre-existing condition, Assist America's trained representatives will help you find qualified medical care and facilities.
- Q. What about sports-related injuries?
- **A.** Whether you've been involved in recreational or extreme sporting, worldwide emergency travel assistance will provide support for all your medical needs.
- Q. Who pays for the services I use if I have a travel emergency?
- A. Assist America arranges and pays for 100% of the services the company provides, with no caps or charge-backs to either you or your employer. But you must call Assist America first you can't be reimbursed for services you arrange on your own.

Worldwide emergency travel assistance services are provided by Assist America Inc. All emergency travel assistance must be arranged by Assist America, which pays for all services it provides. Medical expenses such as prescriptions or physician, lab or medical facility fees, are paid by the employee or the employee's health insurance. Services are available with selected Unum insurance offerings. Exclusions, limitations and prior notice requirements may apply, and service features, terms and eligibility criteria are subject to change. These services are not valid after termination of coverage and may be withdrawn at any time. Employees

are covered for business or personal travel; spouses and dependent children are covered for personal travel only. Please contact your Unum representative for full details. For trips longer than 90 days, expatriate coverage is available. Call the number provided for more information.

Insurance products underwritten by the subsidiaries of Unum Group, unum.com

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<sup>\*</sup> Hospital admission is coordinated by Assist America, Inc. It may require a validation of your medical insurance or an advance of funds to the foreign medical facility. You must repay any expenses related to emergency hospital admissions to Assist America, Inc., within 45 days.



### Comforting help at a difficult time

Life Planning Financial & Legal Resources from Unum



## Life Planning resources can provide answers to questions such as:



- "There's so much paperwork. Where do I begin?"
- "What do I do with the will?"
- "How do I resolve our debt?"
- "Which bills should I pay first?"
- "My husband has a terminal illness.
   Do you have any advice on how to tell our children?"

The loss of a loved one is an emotional time. It can be hard to think clearly. Many people feel overwhelmed by the legal paperwork and financial decisions they must make.

### That's why Unum life insurance includes Life Planning services.

Life Planning services are available to beneficiaries and for covered employees and their spouses who are terminally ill. These services include financial and legal support and grief counseling.

The counselors understand how difficult it is to work through so many decisions when a loved one has died or has been diagnosed with a terminal illness. Counselors are specially trained to provide financial, legal and emotional support during such a difficult time. The advice provided is objective and customized to the individual's situation. Counselors do not receive commission for advocating any particular service or solution.

To learn more about Life Planning Financial & Legal Resources, contact your local Unum representative.

Life Planning Financial & Legal Resources is provided by Ceridian Corporation. This service is available with select Unum insurance offerings. Exclusions, limitations and prior notice requirements may apply, and service features, terms and eligibility criteria are subject to change. Ceridian Corporation is not engaged in rendering legal advice. Users should consult with their own attorneys. The services are not valid after termination of coverage and may be withdrawn at any time. Please contact your Unum representative for full details.

Insurance products underwritten and sold and services provided by the subsidiaries of Unum Group. Not all companies do business in all jurisdictions. © 2009 Unum Group. Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.



The facts about our:

# SATISFACTION GUARANTEE

Created for:

**Customer Name** 

**Effective Dates** 



For more information on Unum's satisfaction guarantee program, please contact me.

Director, Client Management Unum Address Address Telephone Number

### **Our Commitment**

We are committed to providing you with personal, responsive and result focused service that meets your needs. As part of this commitment, we guarantee your satisfaction with our service.

### We respond to you

If you are not pleased with our service, our goal is to make things right. If you feel an issue is not timely or appropriately addressed, notify the Director, Client Management in your local Unum field office. We will work hard to address your concern right away and find a solution. If your concern is not addressed to your satisfaction within a mutually agreed upon timeframe, we'll deliver on our guarantee.

### We follow through with a guarantee

We are dedicated to providing our customers with exceptional service and we have the confidence to back up our commitment with this group insurance satisfaction guarantee. If you are still not satisfied with our service after the agreed upon timeframe has expired, we will pay you 1% of your annual premium for each incident up to \$2,500 per incident (with a maximum of two incidents per year) during the specified period. It's that simple.

\*Employer Loyalty Study, Harris Interactive, Fall 2011; and National Client Group Survey, 2010, conducted by KS&R.

Unum
1 Fountain Square
Chattanooga, TN 37402
www.unum.com

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### **Accelerated Death Benefit Description:**

This standard feature allows terminally ill insureds to receive a portion of their Life benefit in a lump sum if they are terminally ill with less than 12 months to live. Proof that life expectancy is less than 12 months is required. Accelerated benefits may be used for any reason.

- Accelerated benefits are on Life Benefits only not available on AD&D.
- Accelerated benefits **are** available under ported coverage (if portability is included under the employer's plan).
- If the insured had assigned the rights to this coverage or had named an irrevocable beneficiary, the assignee or beneficiary must agree to the accelerated payment before it will be paid.
- The amount of death benefit is reduced by the accelerated payment, but premium payments are required on the full amount (until the insured is approved for waiver of premium if applicable).

The standard accelerated benefit is: **50%** (up to the plan maximum, but not to exceed **\$750,000**). We pay the full benefit (no discounting or fees) and the remaining 50% is paid as a death benefit. If the insured's condition goes into remission or the insured survives longer than 12 months, we don't ask for reimbursement.

### **Other Accelerated Benefit Options**

Instead of the standard 50% benefit, employers have the option of increasing the accelerated benefit % (decreasing the maximum) at no additional cost:

- 75% to lesser of plan max or \$500,000
- 100% to lesser or plan maximum or \$250,000

### Waiver of Premium Description:

Waiver of premium allows Life Insurance premiums to be waived for individuals who are disabled and qualify. The Elimination Period is 180 days. Must be disabled prior to age 60, and waiver terminates at age 65.

Total disability definition: The insured is unable to perform the duties of any gainful occupation for which he/she is reasonably fitted by training, education or experience. Insured cannot be working in any occupation.

### **UNUM**

### General confirmation requests:

 Please confirm that you will utilize existing enrollment records to document transition of coverage.

Answer: CONFIRMED

- Please confirm that employees will not be required to complete new enrollment forms.Answer: CONFIRMED
- Please confirm that you will utilize existing enrollment records for all retirees listed under current agreement and they will not be required to complete new enrollment forms.
   Answer: CONFIRMED
- Is an employer online web portal available for viewing, testing and reporting?
   Answer: YES, PLEASE SEE THE ATTACHED DOCUMENT FOR LINKS AND PASSWORDS. A BRIEF POWERPOINT IS ALSO ATTACHED WHICH OUTLINES OUR I-SERVICES SITE.
- If an employer online web portal is available, could you provide the City with TEST logon information that would allow us to view the features of your website?
   Answer: YES, PLEASE SEE THE ATTACHED DOCUMENT FOR LINKS AND PASSWORDS.
- 6. Will your agreement include Continuity of Coverage language in the contract to insure there is no loss of coverage due to a change in carriers and that this language will not have a material effect on quoted rates? Answer: YES WE WILL PROVIDE CONTINUITY OF COVERAGE. IT IS ALREADY INCLUDED IN OUR QUOTED RATES.
- 7. Eligible employee definition would need to match our existing definition. Employer paid basic life is provided only to full-time employees working either 40 or 56 hours per week and approved by council. Will plan design, language and rates mirror existing coverages unless specifically identified as contract exceptions?
  Answer: YES, WE CAN ACCOMMODATE THIS ELIGIBILITY DESCRIPTION. OUR INTENT IS TO MATCH PLAN PROVISIONS UNLESS NOTED. WHILE LANGUAGE MAY NOT EXACTLY MATCH THE
- 8. Please confirm that your organization is responsible for all FICA and associated tax reporting of benefits paid.

Answer: CONFIRMED

INTENT WOULD BE THE SAME.

- Voluntary Life is offered to regular part-time employees. This would include employees working 20 hours per week. Will this be included in a contract?
   Answer: YES, THIS ELIGIBILITY WILL BE INCLUDED IN OUR CONTRACT.
- 10. The City of Grand Junction is self-insured for Short-Term Disability (STD). Additionally, the City utilizes a Paid Time Off (PTO) program and Compensatory Pay. Employees that were hired prior to the implementation of our PTO program may also have Sick Leave, Banked Vacation, Compensatory Pay and STD. Will these leave types all be treated in the same way under the terms of your proposal? Can these terms be used interchangeably? Answer: UNUM DOES NOT REQUIRE AN EARNIGS LOSS DURING THE LTD ELIMINATION PERIOD, AND OUR CONTRACT SPECIFICALLY STATES THAT UNUM WILLL NOT SUBTRACT FROM YOUR GROSS DISABILITY PAYMENT INCOME YOU RECEIVE FROM SALARY CONTINUATION OR ACCUMULATED SICK LEAVE PLANS. VACATION/PTO IS NOT AN OFFSET EITHER, SO WE DO NOT BELIEVE ANY OF THE LEAVE TYPES MENTIONED IMPACT OUR QUOTED PLANS AT ALL. PLEASE ADVISE IF WE ARE MISUNDERSTANDING THE QUESTION.
- 11. Will your agreement exclude the City from offering other carrier voluntary benefits?

  Answer: NO OUR AGREEMENT DOES NOT LIMIT THE CITY'S OTHER BENEFIT OFFERINGS
- 12. In the event your organization requires more than 30 days to make a claim determination, and the employee has exhausted other leave benefits, the City will protect employees by advancing funds until there is a determination of LTD eligibility. If the LTD claim is approved, the City under the current agreement requires that the carrier reimburse the City first for LTD funds advanced against the LTD claim and the remainder of the benefit is then paid to the employee. In these cases, we require the carrier NOT to treat the City advances as offsets against payments to the individual. Can your organization accommodate this procedure?

  Answer: THE QUESTION ABOVE REFERENCES A "CURRENT AGREEMENT." UNUM WOULD LIKE TO SEE THAT AGREEMENT TO EVALUATE WHETHER WE CAN ACCOMMODATE IT OR NOT. THAT SAID, WE CAN ACCOMMODATE THE DESCRIBED PROCEDURE TO THE EXTENT THAT THE EMPLOYEE/INSURED ASSIGNS IN WRITING A PORTOON OF HIS/HER BENEFITS TO THE CITY TO REIMBURSE THE CITY FOR FUNDS ADVANCED TO THE EMPLOYEE/INSURED WHILE A CLAIM DECISION IS PENDING. NOTE ALSO THAT OUR GOAL WOULD BE TO HAVE CLAIM DECISIONS MADE PRIOR TO THE DATE OF THE FIRST BENEFIT CHECK SO THAT NO ADVANCE BY THE CITY WOULD BE NECESSARY.
- 13. Voluntary Life tables. Could UNUM re-slope tables to accommodate smooth transition of benefits?
  Answer: YES, AS NOTED IN OUR EXECUTIVE SUMMARY LETTER WE ARE WILLING TO RE-SLOPE RATES TO ACCOMMODATE A SMOOTH TRANSITION. WE WOULD LIKE TO EVALUATE THE CURRENT RATES WHEN THE CITY IS READY TO PROVIDE THEM, AND TOGETHER DETERMINE

WHAT MAKES SENSE FOR THE CITY, THE EMPLOYEES AND UNUM. OVERALL PREMIUM SHOULD

BE THE SAME, BUT OFTEN RATES IN SPECIFIC AGE BANDS NEED TO BE ADJUSTED SO THAT COMMUNICATION IS EASY AND TRANSITION IS SMOOTH (I.E. APPLY THE SAME PERCENTAGE CHANGE FROM CURRENT RATES IN EACH AGE BAND).

Authorized Agent:	Kenneth W. Kelley	
Authorized Agent Signature:	-thu.3	
Title:	Senior Account Executive	
Date:	9/13/2013	