



Group Critical Illness Insurance Policy

We welcome you as the Policyholder and are committed to providing quality service. This is a Critical Illness Policy. Critical Illness coverage can ease the potential financial impact of certain critical illnesses by providing benefits. This Policy describes the provisions with which you, as a Policyholder, should be familiar. Please see the Certificate of Coverage for specific details on the Critical Illness benefits.

Policyholder: The President and Fellows of Middlebury College
Policy Number: 682819 001
Policy Effective Date: January 1, 2021
Policy Anniversary: January 1
Governing Jurisdiction: Vermont

This Policy is issued to the Policyholder in return for the payment of required premiums. The first premium payment is due on or before the Policy Effective Date. All subsequent premiums are due in accordance with the Premium Due Dates found in the Rate Schedule. We issue this Policy and Certificate of Coverage in agreement of the Policyholder's and Insured's applications and enrollment forms. We will pay benefits to eligible Insureds according to the terms and provisions outlined in this Policy and the certificate.

THIS POLICY DOES NOT MEET THE MINIMUM COVERAGE REQUIREMENTS OF THE AFFORDABLE CARE ACT. YOU SHOULD NOT PURCHASE THIS POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE.

This is a non-participating Policy that provides limited benefits. Please read this Policy carefully.

This Policy is delivered in and is governed by laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. There may be changes that impact an Insured's benefits based on the Insured's state of residence.

Glossary defined terms found within this Policy and the Certificate of Coverage have been capitalized.

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



President



Secretary

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Premium Payments

Premiums must be paid in United States Dollars to us and are due on or before their due date.

The amount of Premium due on any Premium Due Date is calculated by using the total amount of insurance provided by this Policy on such date, multiplied by the applicable rates in effect, subject to any Premium Adjustments.

The rates and Premium Due Dates are stated in the Rate Schedule and have been agreed to by us and the Policyholder. We may use any reasonable method to calculate Premium due using the rates.

Premium Adjustments

Premium adjustments resulting from changes made in insurance after a Premium Due Date are due on the Premium Due Date following the effective date of the change. Changes will not be pro-rated daily.

Premium Due Dates that do not occur on a monthly basis will result in a monthly pro-rated adjustment due on the next Premium Due Date.

Premium adjustments will only be made for the current Policy Year and the prior Policy Year. In the event of Fraud, premium adjustments will be made for all Policy Years.

Grace Period

The Grace Period is 31 days following a Premium Due Date when a premium payment may be made. During the Grace Period this Policy will remain in force, unless we have received Written notice from the Policyholder to cancel this Policy. Premiums are due for any period of time this Policy is in force.

Right to Change Rates

We will not change rates before the later of the first Policy Anniversary or the end of any Rate Guarantee Period as stated in the Rate Schedule. However, if changes occur for reasons which affect the risk assumed for the insurance we are providing under this Policy, we can change the rates at any time. These reasons include, but are not limited to:

- a change occurs in this Policy design;
- a division, subsidiary, or affiliated company is added or deleted;
- the number of Insureds changes by 25% or more; or
- a change in federal or state law, regulation, or regulatory process that substantially impacts this Policy, the benefits payable, or the risk insured.

In any event, we will provide Written notice to the Policyholder at least 45 days prior to the effective date of a rate change. A rate change may take effect on an earlier date if agreed to by us and the Policyholder.

When Days Begin and End	For the purpose of all dates under this Policy, all days begin at 12:01 a.m. and end at 12:00 midnight.
Policy Contents	This Policy consists of: <ul style="list-style-type: none">- all Policy provisions, any amendments, riders, and endorsements issued;- Policyholder's application for group insurance;- Employee's signed applications, if applicable; and- the Certificate of Coverage.
Employee's Certificate of Coverage	We will provide the Policyholder with a Certificate of Coverage for distribution to each Insured Employee. The Employee's certificate describes: <ul style="list-style-type: none">- the coverage to which the Insured may be entitled;- to whom we will make a payment; and- the limitations, exclusions, and requirements that apply to an Insured's coverage. <p>If any of the terms and provisions of the certificate are different from this Policy, this Policy will govern.</p>
Communicating with an Insured or the Policyholder	We may provide notices, information, and other communications to an Insured or the Policyholder in Written form. To protect our customers, we will abide by all applicable privacy laws and regulations.
Information Required from the Policyholder	The Policyholder must provide us with the following on a regular basis: <ul style="list-style-type: none">- information about Employees:<ul style="list-style-type: none">- who are eligible to become insured;- whose amounts of coverage change; and- whose coverage ends;- occupational information and any other information that may be required to manage a claim; and- any other information we may reasonably require. <p>Policyholder records that, in our opinion, have a bearing on this Policy must be available for our review at any time.</p>
Representation in Applications	Any statements made by the Policyholder will be considered a representation and not a warranty. Statements will not be used to avoid insurance, reduce benefits, or deny a claim, unless such statements are included in an application which is made part of this Policy.
Contestability	We can take legal or other action using statements made in signed applications by the Policyholder during the first two years after the Policy Effective Date. However, in the event of Fraud, we can take Legal Action at any time as permitted by applicable law.
Misstatement of Information	If an Insured or the Policyholder provides us information about the Insured that is incorrect, we will: <ul style="list-style-type: none">- use the facts to decide whether the Insured has coverage under this Policy and the certificate and in what amounts; and- if necessary, make the applicable Premium Adjustments.
Clerical Error or Omission	If a clerical error is made by us, the Policyholder, or an Insured in keeping or providing information, any premiums and benefits will be adjusted according to the correct information. An error will not end coverage that is validly in effect and will not reinstate coverage that was validly ended.
Policy Change Authority	This Policy may be changed in whole or in part. Changes to this Policy will be made valid once approved by an officer of Unum. The approval must be in Writing and endorsed on or attached to this Policy. No other person, including a broker or agent, may change or waive any part of this Policy.
Conformity with Law	If the terms and provisions of this Policy are subject to and contrary to the laws of the governing jurisdiction, such terms and provisions are hereby amended to conform to the

minimum requirements of those laws.

**Additional
Services**

This Policy may include enrollment, risk management, financial protection, and other support services related to your Employee benefit program.

Cancellation or Modification of Policy

Cancellation of this Policy by the Policyholder

The Policyholder may cancel this Policy by providing us Written notice at least 31 days prior to the cancellation date. A cancellation may take effect on an earlier date if agreed to by us and the Policyholder. In any event of cancellation, coverage will continue through the end of the day the cancellation takes effect.

A cancellation of this Policy will not affect a Payable Claim.

Cancellation or Modification of this Policy by Us

We may cancel or modify this Policy if:

- our participation requirements are not met, as applicable;
- the Policyholder does not promptly provide us with information that is reasonably required;
- the Policyholder fails to perform any of its obligations that relate to this Policy;
- the premium is not paid in accordance with the provisions of this Policy that specify whether the Policyholder, the Insured, or both, pay(s) the premiums;
- the Policyholder does not promptly report to us the required information about any Employees who are added or removed from an Eligible Group;
- we determine that there is a significant change in the Policyholder or its Employees as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization that impacts the size, occupation, or age of any Eligible Groups;
- we provide the Policyholder with 45 days Written notice at any time after any rate guarantee period for any reason; or
- any change occurs in federal or state law, regulation, or regulatory process that substantially impacts this Policy, the benefits payable, or the risk insured.

In any event, we will provide Written notice to the Policyholder at least 45 days prior to any cancellation or modification date. The Policyholder may cancel this Policy if they choose not to accept the Policy modifications made by us.

This Policy will automatically be cancelled on the last day of the Grace Period if premium has not been paid. The Policyholder is liable for premium due during the Grace Period and must pay us all premium due for the full period this Policy is in force. During the Grace Period this Policy will remain in force, unless we receive Written notice from the Policyholder to cancel this Policy. In the event of any cancellation, this Policy may be reinstated if agreed to by us and the Policyholder. Any reinstatement of this Policy will not, in the future, constitute waiver of any cancellation, modification, or End of Coverage provisions.

A cancellation of this Policy will not affect a Payable Claim.

Certificate of Coverage	The document issued to the Employee, also referred to as the "certificate", describing an Insured's benefits and rights under this Policy, including any amendments, riders, endorsements, and other attachments to this Policy and the certificate.
Employee	A person who is in Active Employment in the United States with the Employer.
Employer	The Policyholder, including all United States divisions, subsidiaries, and affiliated companies of the named Policyholder for whose Employees premium is being paid.
Grace Period	The period of time following a Premium Due Date when premium payment must be made in order for coverage to remain in force.
Insured	Any person who has coverage under this Policy.
Payable Claim	A claim for which we are liable for under the terms of this Policy.
Policy	The Group Critical Illness Insurance Policy issued to the Policyholder, including the Certificate of Coverage and any amendments, riders, endorsements, and other attachments to this Policy and the certificate.
Policyholder	The entity to which this Policy is issued.
Policy Year	January 1, 2021 to January 1, 2022 and each following January 1 to January 1.
Unum Insurance Company	Referred to as "Unum" and "we," "us," or "our."
Writing or Written	A record on or transmitted by paper, electronic, or telephonic media consistent with applicable law.