



The President and Fellows of Middlebury College

Your Accident Plan

Policy No. 682820 011

Underwritten by Unum Insurance Company

11/20/2020



Group Accident Insurance Certificate of Coverage

We welcome you as a customer and are committed to providing quality service. This is your Accident Certificate of Coverage. Accident coverage can ease the potential financial impact of unforeseen accidents by providing benefits. This certificate describes your Accident benefits in detail.

Policyholder: The President and Fellows of Middlebury College
Policy Number: 682820 011
Policy Effective Date: January 1, 2021
Policy Anniversary: January 1
Governing Jurisdiction: Vermont

This certificate is issued to you under the Policy which is a contract between us and the Policyholder. If the terms and provisions of this certificate are different from the Policy, the Policy will govern. A copy of the Policy may be made available to you upon request. The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

THE PROVISIONS OF THIS CERTIFICATE OF COVERAGE CONFORM TO THE MINIMUM REQUIREMENTS OF VERMONT LAW AND CONTROL OVER ANY CONFLICTING STATUTES OF ANY STATE IN WHICH THE INSURED RESIDES ON OR AFTER THE POLICY EFFECTIVE DATE.

All references to provisions, sections, and defined terms found within this certificate have been capitalized. If you have any questions about the terms and provisions of this certificate, please contact your Employer or us at (877) 225-2712 Monday through Friday 8 a.m. to 8 p.m. Eastern Standard Time.

THE POLICY, OF WHICH THIS CERTIFICATE OF COVERAGE IS A PART OF, DOES NOT MEET THE MINIMUM COVERAGE REQUIREMENTS OF THE AFFORDABLE CARE ACT. YOU SHOULD NOT PURCHASE THE COVERAGE OFFERED BY THE POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE.

This certificate provides limited benefits under the non-participating Policy.

It contains certain proof of loss requirements, limitations, exclusions, and other provisions that may reduce benefits or prevent an Insured from receiving benefits under this certificate. Please read your certificate carefully and keep it in a safe place.

Your certificate includes notices as required by your state of residence that may impact your benefits. If you have any questions or concerns regarding your state regulations, you may contact the State of Vermont Department of Financial Regulation at (802) 828-3301.

Consumer Complaint Notice

If you are a resident of New Mexico, your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If you have concerns regarding a claim, premium, or other matters relating to this coverage, you may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at: <https://www.osi.state.nm.us/ConsumerAssistance/index.aspx>.

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LIMITED BENEFIT HEALTH COVERAGE

OUTLINE OF COVERAGE

Read Your Certificate Carefully. This outline of coverage provides a very brief description of the important features of coverage. This is not the insurance contract and only the actual Policy and certificate provisions will control. The Policy itself sets forth in detail the rights and obligations of us and the Policyholder. It is, therefore, important that you **READ YOUR CERTIFICATE CAREFULLY!**

Limited Benefit Health Coverage. This category or coverage is designed to provide, to persons insured, limited or supplemental coverage.

Refer to the **Accident Highlights and Accident Details** in this certificate for a description of the Benefits, including dollar amounts, any Exclusions, and Limitations.

Accident Highlights

Accident Insurance provides financial protection for an Insured by paying benefits if an Insured is involved in a Covered Accident that results in a Covered Loss payable under this certificate.

This section includes highlights of an Insured's coverage. Please refer to the **Accident Details** for further information on the benefits available.

Eligible Group(s)

Faculty and Staff in Active Employment in the United States working a minimum of 1000 hours per year.

Paying for Coverage

For you

Contributory Coverage

You must make premium contributions for your coverage.

For your Spouse

Contributory Coverage

You must make premium contributions for your Spouse's coverage.

For your Children

Contributory Coverage

You must make premium contributions for your Children's coverage.

Schedule of Benefits

The following Schedule of Benefits is available to you during an Enrollment Period. You will have the opportunity to apply for coverage for you, your Spouse, and Children.

The benefits an Insured may receive for a Payable Claim are listed in the Schedule of Benefits, subject to all other terms and provisions of this certificate. Amounts are the same for all Insureds, unless noted otherwise. Multiple benefits may be payable for a single Covered Accident.

Injury Benefits

<i>Burns</i>	
<i>2nd Degree Burns</i>	
At least 5%, but less than 20% of skin surface	\$500
20% or greater of skin surface	\$1,000
<i>3rd Degree Burns</i>	
Less than 5% of skin surface	\$2,000
At least 5%, but less than 20% of skin surface	\$5,000
20% or greater of skin surface	\$10,000
Concussion	\$200
<i>Connective Tissue Damage</i>	
One Connective Tissue	\$90
Two or more Connective Tissues	\$150
<i>Dislocations</i>	
Ankle bone or bones of the foot (other than toes)	\$1,650
Collarbone (acromioclavicular and separation)	\$325
Collarbone (sternoclavicular)	\$825
Elbow joint	\$500
Finger or Toe (Digit)	\$150
Hand (other than Fingers)	\$500
Hip joint	\$3,375
Knee joint (other than patella)	\$1,650
Kneecap (patella)	\$500
Lower Jaw	\$500
Shoulder	\$500
Wrist joint	\$500
Incomplete Dislocation <i>Payable as a % of the applicable Dislocations benefit</i>	25%

Accident Highlights

Eye Injury	\$200
<i>Fractures</i>	
Ankle (lower tibia or fibula)	\$450
Bones of the Face or Nose (other than Lower Jaw, Mandible or Upper Jaw, Maxilla)	\$675
Collarbone (clavicle, sternum) or Shoulder Blade (scapula)	\$450
Finger or Toe (Digit)	\$225
Foot or Heel (other than Toes)	\$450
Forearm (olecranon, radius, or ulna), Hand, or Wrist (other than Fingers)	\$450
Hip or Thigh (femur)	\$3,375
Kneecap (patella)	\$450
Leg (mid to upper tibia or fibula)	\$1,350
Lower Jaw, Mandible (other than alveolar process)	\$450
Pelvis	\$1,350
Rib	\$450
Skull (except bones of Face or Nose), Depressed	\$4,500
Skull (except bones of Face or Nose), Non-depressed	\$2,250
Tailbone (coccyx), Sacrum	\$450
Upper Arm between Elbow and Shoulder (humerus)	\$675
Upper Jaw, Maxilla (other than alveolar process)	\$675
Vertebrae, body of (other than Vertebral Processes)	\$1,350
Vertebral Processes	\$450
Chip Fracture <i>Payable as a % of the applicable Fractures benefit</i>	25%
Internal Injuries	\$200
Knee Cartilage (Meniscus) Injury	\$150
<i>Lacerations</i>	
No Repair	\$50
<i>Repair</i>	
Less than 2 inches	\$150
At least 2 inches but less than 6 inches	\$300
6 inches or greater	\$600
<i>Loss of a Digit</i>	
One Digit (other than a Thumb or Big Toe)	\$750
One Digit (a Thumb or Big Toe)	\$1,125
Two or more Digits	\$1,500
<i>Ruptured or Herniated Disc</i>	
One Disc	\$150
Two or more Discs	\$250

Treatment and Other Benefits

<i>Ambulance</i>	
Air	\$1,000
Ground	\$300
<i>Durable Medical Equipment</i>	
Tier 1	\$50
Tier 2	\$100
Tier 3	\$200
<i>Emergency Dental Repair</i>	
Dental Crown	\$350
Dental Extraction	\$115
Filling or Chip Repair	\$90
Emergency Department	\$100
Injections to Prevent or Limit Infection	\$50
Lodging	\$150

Accident Highlights

<i>Medical Imaging</i>	
Tier 1: X-rays or Ultrasound	\$50
Tier 2: Bone Scan, CAT, CT, EEG, MR, MRA, or MRI	\$200
Pain Management Injections	\$100
<i>Prosthetic Device or Artificial Limb</i>	
One Device or Limb	\$750
Two or more Devices or Limbs	\$1,500
<i>Skin Grafts</i>	
<i>Due to Burns</i>	
Payable as a % of the applicable Burn benefit	50%
<i>Not due to Burns</i>	
Less than 20% of skin surface	\$250
20% or greater of skin surface	\$500
Transfusions	\$400
Transportation	\$100
Treatment in a Physician's Office or Urgent Care Facility	\$75

Surgery Benefits

<i>Anesthesia</i>	
Epidural or Regional Anesthesia	\$100
General Anesthesia	\$250
<i>Connective Tissue Surgery</i>	
Exploratory without Repair	\$100
Repair for One Connective Tissue	\$800
Repair for Two or more Connective Tissues	\$1,200
Dislocations - Surgical Repair	
Payable as a % of the applicable Injury benefit	100%
Eye Surgery	\$300
Fractures - Surgical Repair	
Payable as a % of the applicable Injury benefit	100%
<i>General Surgery</i>	
Abdominal, Thoracic, or Cranial	\$1,500
Exploratory	\$150
Hernia Surgery	\$150
<i>Knee Cartilage (Meniscus) Surgery</i>	
Exploratory without Repair	\$150
Knee Cartilage (Meniscus) with Repair	\$750
Outpatient Surgical Facility	\$300
<i>Ruptured or Herniated Disc Surgery</i>	
Exploratory without Repair	\$125
Repair for One Disc	\$675
Repair for Two or more Discs	\$1,000

Hospital Benefits

Admission	\$1,000
Admission - Hospital ICU	\$1,000
Daily Stay	\$300
Daily Stay - Hospital ICU	\$300
Short Stay	\$200

Recovery Care Benefits

At-Home Care	\$100
Physician Follow-Up Visits	\$75
Prescription Drug	\$25
Rehabilitation or Subacute Rehabilitation Unit	\$100
Therapy Services	\$20

Accidental Death

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Accident Highlights

**and
Dismemberment
Benefits**

<i>Accidental Death</i>	
Employee	\$50,000
Spouse	\$25,000
Children	\$12,500
<i>Accidental Death - Common Carrier</i>	
Employee	\$50,000
Spouse	\$25,000
Children	\$12,500
<i>Accidental Dismemberment</i>	
Both Feet	\$50,000
Both Hands	\$50,000
One Foot	\$25,000
One Hand	\$25,000
Thumb and Index Finger of the same Hand	\$12,500
Coma	\$10,000
<i>Loss of Use</i>	
Hearing	\$25,000
Sight of one Eye	\$25,000
Sight of both Eyes	\$50,000
Speech	\$25,000
<i>Paralysis</i>	
Uniplegia	\$12,500
Hemiplegia	\$25,000
Paraplegia	\$25,000
Triplegia	\$37,500
Quadriplegia	\$50,000

The information in this section provides details about the benefits that may be payable to you, any applicable Exclusions, and Other Features included in your coverage.

Benefits will only be payable for Covered Accidents that occur on or after the Insured's Coverage Effective Date. Benefits will not be paid for any Injury, treatment or care due to causes other than Covered Accidents.

Coverage Type This certificate provides coverage for accidents that happen at any time, including while an Insured is working.

Injury Benefits

Concussion *Benefit Description*
We will pay the amount shown in the Schedule of Benefits if an Insured sustains a Concussion in a Covered Accident.

A Concussion is a mild traumatic brain injury that alters the way the brain functions. Effects are usually temporary but can include headaches and problems with concentration, memory, balance, and coordination.

A Physician must diagnose the Concussion within 14 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Connective Tissue Damage *Benefit Description*
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains one or more completely torn, ruptured, or severed Connective Tissues in a Covered Accident.

A Physician must diagnose the Connective Tissue Damage within 90 days of the Covered Accident.

For purposes of this benefit, the following are considered Connective Tissues:
- tendons;
- ligaments;
- rotator cuffs; and
- muscles.

For purposes of this benefit, the following do not meet the Benefit Description of Connective Tissue Damage:
- sprains; and
- pulled muscles.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Dislocations *Benefit Description*
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a dislocated joint in a Covered Accident.

If an Insured has an Incomplete Dislocation, we will pay the percentage amount shown in the Schedule of Benefits for the joint involved.

A Dislocation is an Injury to a joint where the ends of the bones are forced from their normal positions. An Incomplete Dislocation is a Dislocation in which the joint is not completely separated.

A Physician must set the dislocated joint within 90 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per joint per Covered Accident.

Accident Details

If an Insured sustains multiple dislocated joints in a single Covered Accident, we will pay for each joint, but will pay no more than two times the amount for the joint involved with the highest benefit amount.

If the dislocation requires a Surgical Procedure, an Insured may also be eligible for the Dislocations - Surgical Repair benefit.

We will pay additional Dislocations benefits for a dislocation of the same joint if the dislocation is sustained in a different or unrelated Covered Accident and is more than 180 days after the prior Covered Accident.

Eye Injury

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured sustains an Eye Injury in a Covered Accident.

The Eye Injury must require the removal of a foreign object with or without anesthesia.

A Physician must remove the object within 90 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Fractures

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a fractured bone in a Covered Accident.

If an Insured has a Chip Fracture, we will pay the percentage amount shown in the Schedule of Benefits for the bone involved.

A fracture is a break of a bone. A Chip Fracture is a Fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

A Physician must confirm the bone fracture within 90 days of the Covered Accident by X-ray or other medical imaging study.

For purposes of this benefit, a bone injury diagnosed as a stress fracture does not meet the Benefit Description of Fractures.

Benefit Duration

This benefit is payable once per Insured per bone per Covered Accident.

If an Insured sustains multiple Fractures of the same bone in a single Covered Accident, we will only pay one Fractures benefit for that bone.

If an Insured sustains Fractures of multiple bones in a single Covered Accident, we will pay for each bone, but will pay no more than two times the amount for the bone involved with the highest benefit amount.

If the fracture requires a Surgical Procedure, an Insured may also be eligible for the Fractures - Surgical Repair benefit.

We will pay additional Fractures benefits for a fracture of the same bone if the fracture is sustained in a different or unrelated Covered Accident and is more than 180 days after the prior Covered Accident.

Internal Injuries

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured sustains an Internal Injury in a Covered Accident.

A Physician must diagnose the Internal Injury within 90 days of the Covered Accident.

For purposes of this benefit, Internal Injuries include:

- a collapsed or punctured lung;
- a ruptured or torn spleen, kidney, or liver; or
- a ruptured eardrum.

For purposes of this benefit, the following do not meet the Benefit Description of Internal Injuries:

- bruised organs or muscles;
- internal bleeding;
- swollen glands or organs;
- injuries to teeth, bones, joints or other connective tissues; and
- injuries for which another Injury Benefit is payable.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Knee Cartilage (Meniscus) Injury

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured sustains a partially torn or fully torn Knee Cartilage in a Covered Accident.

Knee Cartilage is the area of tissue which acts like a shock absorber in the joint called the meniscus. The meniscus may be partially torn or fully torn by a forceful knee movement while weight bearing on the same leg.

A Physician must confirm the Knee Cartilage (Meniscus) Injury within 90 days of the Covered Accident by an MRI, other medical imaging study, or Surgical Procedure.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Lacerations

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a Laceration in a Covered Accident.

A Laceration is an open wound or cut on the outside of the body.

A Physician must treat the Laceration within three days of the Covered Accident.

For purposes of this benefit, the following are considered repair techniques used by a Physician:

- stitches;
- staples; and
- tissue adhesive.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

If an Insured sustains multiple Lacerations in a single Covered Accident, the amount payable will be based on the total length of all Lacerations sustained requiring repair.

Loss of a Digit

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains permanent and total loss of one or more fingers, thumbs, or toes in a Covered Accident.

A Physician must treat the Loss of a Digit within 90 days of the Covered Accident.

For purposes of this benefit, the following losses meet the Benefit Description of Loss of a Digit:

- for fingers and thumbs, the digit must be cut off below the joint closest to the fingertip; and
- for toes, the digit must be cut off at the joint where it is attached to the foot.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Ruptured or Herniated Disc

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a Ruptured or Herniated Disc in a Covered Accident.

A Ruptured or Herniated Disc, also known as a slipped disc, occurs when one of the intervertebral discs in the spine develops a crack in its outer wall, allowing the inner core to leak out in to the spinal canal, causing pain or numbness.

A Physician must diagnose the Ruptured or Herniated Disc within 90 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Treatment and Other Benefits

Ambulance

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if a licensed professional ambulance company transports an Insured by air or ground to or from a Hospital or between medical facilities where treatment is received due to Injuries sustained in a Covered Accident.

If an Insured is treated by Ambulance staff, but is not transported for a Covered Accident, we will pay the corresponding amount shown for Ambulance - Ground.

The Ambulance transportation must be within 180 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident for each mode of Ambulance transportation.

Durable Medical Equipment

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured is prescribed Durable Medical Equipment by a Physician, Occupational Therapist, Physical Therapist, or Speech Therapist as an aid in treatment, recovery, or mobility due to Injuries sustained in a Covered Accident.

The Durable Medical Equipment must be prescribed to the Insured within 90 days of the Covered Accident.

Durable Medical Equipment

Tier 1	<ul style="list-style-type: none"> - Arm Sling - Cane - Medical Ring Cushion 	<ul style="list-style-type: none"> - Neck Brace - Wrist or Ankle Splint
Tier 2	<ul style="list-style-type: none"> - Bedside Commode - Cold Therapy System (Cryotherapy) - Crutches 	<ul style="list-style-type: none"> - Leg Brace - Shower Chair - Walker or Walking Boot that extends above the ankle
Tier 3	<ul style="list-style-type: none"> - Back Brace - Body Jacket - Continuous Passive Movement (CPM) - Electric Scooter 	<ul style="list-style-type: none"> - Halo - Hospital Bed - Knee Scooter - Stair Lift Chair - Wheelchair

We will use a current relative value scale to determine the appropriate Tier amount for any medical equipment not listed above.

For purposes of this benefit, the Durable Medical Equipment must:

Accident Details

- be designed for and able to withstand repeated use by more than one person;
- customarily serve a medical purpose; and
- be generally not useful in the absence of an Injury or Sickness.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

If an Insured is prescribed multiple pieces of Durable Medical Equipment as a result of a single Covered Accident, we will pay for each piece of Durable Medical Equipment, but will pay no more than three times the amount for the piece of Durable Medical Equipment with the highest Tier amount per Calendar year.

Emergency Dental Repair

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured has an Emergency Dental Repair for a partially broken or broken tooth sustained in a Covered Accident.

The partially broken or broken tooth must require repair by a Dental Crown, or Dental Extraction, or Filling or Chip Repair.

The Emergency Dental Repair must be within 365 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

If an Insured has multiple Emergency Dental Repairs as a result of a single Covered Accident, we will pay for each Emergency Dental Repair, but will pay no more than three times the amount for the Emergency Dental Repair with the highest benefit amount.

Emergency Department

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured requires examination or treatment by a Physician in the Emergency Department due to Injuries sustained in a Covered Accident.

Emergency Department treatment must be within three days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

We will pay additional Emergency Department benefits if:

- an Insured is treated in the Emergency Department due to Injuries sustained in a different or unrelated Covered Accident; or
- the Insured is treated in the Emergency Department more than 90 days after the date of the previous Emergency Department treatment.

Injections to Prevent or Limit Infection

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured receives an injection after exposure to bacteria, viruses, or venom in a Covered Accident.

A Physician must administer the injection within 365 days of the Covered Accident.

For purposes of this benefit, the following are considered Injections to Prevent or Limit Infection:

- tetanus boosters;
- rabies shots;
- antivenom; and
- immune globulin.

For the purposes of this benefit, the following do not meet the Benefit Description of Injections to Prevent or Limit Infection:

- immunizations;
- tetanus boosters as part of routine medical care; and

- EpiPen injections intended to limit an allergic reaction.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Lodging

Benefit Description

We will pay the amount shown in the Schedule of Benefits for each day of a hotel stay for a companion accompanying an Insured to a Surgical Procedure or during a period of Confinement due to Injuries sustained in a Covered Accident.

The Lodging must be within 180 days of the Covered Accident.

The Surgical Procedure or Confinement must be at a Hospital or other medical facility more than 50 miles from the companion's residence.

Benefit Duration

This benefit is payable up to a maximum of 30 days per Covered Accident.

Medical Imaging

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Medical Imaging test ordered by a Physician due to Injuries sustained in a Covered Accident.

The Medical Imaging must be within 365 days of the Covered Accident.

For purposes of this benefit, X-rays are considered a single test, regardless of the number of images produced.

Medical Imaging Tests

Tier 1	- X-rays - Ultrasound	
Tier 2	- Bone Scan - Computed Axial Tomography (CAT) - Computed Tomography Scan (CT) - Electroencephalogram (EEG)	- Magnetic Resonance (MR) - Magnetic Resonance Angiogram (MRA) - Magnetic Resonance Imaging (MRI)

Benefit Duration

This benefit is payable once per Insured per Tier of Medical Imaging Tests per Covered Accident.

Pain Management Injections

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured receives an injection for the purposes of blocking pain in a particular region of the body due to Injuries sustained in a Covered Accident.

A Physician must administer the injection within 365 days of the Covered Accident.

For purposes of this benefit, the following are considered Pain Management Injections:

- cortisone shots;
- steroid shots; and
- epidural steroids.

For the purposes of this benefit, the following do not meet the Benefit Description of Pain Management Injections:

- oral prescriptions for pain relief;
- over the counter pain medications;
- topical pain management;
- general, regional, or local anesthesia; and
- pain management injections for chronic pain or causes other than a Covered

Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Prosthetic Device or Artificial Limb

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured receives a Prosthetic Device or Artificial Limb for a permanently missing hand, arm, foot, leg, or eye due to Injuries sustained in a Covered Accident.

The Prosthetic Device or Artificial Limb can be a newly required device or a replacement of an existing device, which was irreparably damaged in the Covered Accident.

The Prosthetic Device or Artificial Limb must be received within 365 days of the Covered Accident.

For purposes of this benefit, the following do not meet the Benefit Description of Prosthetic Device or Artificial Limb:

- hearing aids;
- dental aids (including false teeth);
- eyeglasses;
- cosmetic prostheses such as wigs; and
- artificial hips, knees, or other joint replacements.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Skin Grafts

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured receives a Skin Graft due to Injuries sustained in a Covered Accident.

A Skin Graft is the transplantation of a piece of skin to replace a lost portion of skin due to burns or other accidental traumatic loss of skin.

The Insured must receive the Skin Graft within 365 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per type of Skin Graft per Covered Accident.

Transfusions

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured receives a Transfusion due to Injuries sustained in a Covered Accident.

A Transfusion is the receipt of blood, plasma, or platelets intravenously.

The Transfusion must be within 365 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Transportation

Benefit Description

We will pay the amount shown in the Schedule of Benefits for any mode of Transportation, including a personal car, for an Insured and one companion if the Insured requires diagnosis, treatment, or a Surgical Procedure due to Injuries sustained in a Covered Accident.

The Transportation must be within 180 days of the Covered Accident.

The diagnosis, treatment, or Surgical Procedure must be at a Hospital or other medical facility more than 50 miles from the Insured's residence.

For purposes of this benefit, any mode of Ambulance transportation does not meet the

Benefit Description of Transportation.

Benefit Duration

This benefit is payable up to a maximum of six one-way trips per Insured per Covered Accident. A trip must either start or end at the Insured's residence.

Treatment in a Physician's Office or Urgent Care Facility

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured receives initial examination or treatment by a Physician due to Injuries sustained in a Covered Accident.

The Treatment in a Physician's Office or Urgent Care Facility must be within 365 days of the Covered Accident.

For purposes of this benefit, the following do not meet the Benefit Description of Treatment in a Physician's Office or Urgent Care Facility:

- routine physical or annual wellness exam;
- Occupational Therapy;
- Speech Therapy;
- Physical Therapy; and
- Chiropractic Therapy.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Surgery Benefits

Anesthesia

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if general, epidural, or regional Anesthesia is administered to an Insured during a Surgical Procedure due to Injuries sustained in a Covered Accident.

General Anesthesia is the induction of a balanced state of unconsciousness, accompanied by the absence of pain sensation and the paralysis of skeletal muscle over the entire body. Epidural or regional Anesthesia is a form of regional anesthesia involving the injection of drugs through a catheter into the epidural space.

A Physician must administer the Anesthesia within 365 days of the Covered Accident.

For purposes of this benefit, the following do not meet the Benefit Description of Anesthesia:

- epidural anesthesia administered for Childbirth;
- peripheral nerve blocks; and
- local anesthesia.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Connective Tissue Surgery

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure to treat one or more torn, ruptured, or severed Connective Tissues sustained in a Covered Accident.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

For purposes of this benefit, the following are considered Connective Tissues:

- tendons;
- ligaments;
- rotator cuffs; and
- muscles.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

**Dislocations -
Surgical Repair**

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits for a Surgical Procedure to repair a dislocated joint sustained in a Covered Accident.

A Physician must perform the Surgical Procedure within 180 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per joint per Covered Accident.

If an Insured sustains multiple dislocated joints in a single Covered Accident and they are repaired with a Surgical Procedure, we will pay the Dislocations - Surgical Repair benefit for each joint, but will pay no more than two times the amount for the joint involved with the highest benefit amount.

We will pay additional Dislocations - Surgical Repair benefits for a Surgical Procedure of the same joint if the dislocation is sustained in a different or unrelated Covered Accident and is more than 180 days after the prior Covered Accident.

Eye Surgery

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure with anesthesia due to an Eye Injury sustained in a Covered Accident.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

**Fractures -
Surgical Repair**

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits for a Surgical Procedure to repair a fractured bone sustained in a Covered Accident.

A Physician must perform the Surgical Procedure within 180 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per bone per Covered Accident.

If an Insured sustains multiple Fractures of the same bone in a single Covered Accident and they are repaired with a Surgical Procedure, we will only pay one Fractures - Surgical Repair benefits for that bone.

If an Insured sustains Fractures of multiple bones in a single Covered Accident and they are repaired with a Surgical Procedure, we will pay the Fractures - Surgical Repair benefit for each bone, but will pay no more than two times the amount for the bone involved with the highest benefit amount.

We will pay additional Fractures - Surgical Repair benefits for a Surgical Procedure of the same bone if the fracture is sustained in a different or unrelated Covered Accident and is more than 180 days after the prior Covered Accident.

General Surgery

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure due to Injuries sustained in a Covered Accident.

If an exploratory abdominal, thoracic, or cranial Surgical Procedure is performed, we will pay the corresponding amount for General Surgery - Exploratory.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

For purposes of this benefit, the following are considered a General Surgery:

- abdominal surgery;
- thoracic surgery; and
- cranial surgery.

Benefits for General Surgery will not be paid for a Covered Accident for which any other Surgery benefits are paid.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Hernia Surgery

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure to repair a Hernia sustained in a Covered Accident.

A hernia occurs when an organ is displaced and protrudes through the wall of the cavity containing it.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Knee Cartilage (Meniscus) Surgery

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure to treat a Knee Cartilage (Meniscus) Injury sustained in a Covered Accident.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Outpatient Surgical Facility

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure on an Outpatient Basis in a Hospital, Ambulatory Surgical Center, or other medical facility due to Injuries sustained in a Covered Accident.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

For purposes of this benefit, the following do not meet the Benefit Description of Outpatient Surgical Facility:

- Surgical Procedures performed in the Emergency Department; and
- Surgical Procedures performed while Confined in a Hospital or other medical facility.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Ruptured or Herniated Disc Surgery

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure to treat a Ruptured or Herniated Disc sustained in a Covered Accident.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Hospital Benefits

Admission

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured is admitted and Confined to a Hospital due to Injuries sustained in a Covered Accident.

The Admission and Confinement must be within 180 days of the Covered Accident.

This benefit will be paid in addition to any Admission - Hospital ICU, Daily Stay, and Daily Stay - Hospital ICU benefits.

For purposes of this benefit, the following Hospital services are not eligible:

- treatment in the Emergency Department;
- treatment on an Outpatient Basis; and
- any Confinement of less than 20 hours.

Benefit Duration

This benefit is payable up to a maximum of one day per Insured per Covered Accident.

**Admission -
Hospital ICU**

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured is admitted and Confined to a Hospital ICU due to Injuries sustained in a Covered Accident.

The Admission and Confinement must be within 180 days of the Covered Accident.

This benefit will be paid in addition to any Admission, Daily Stay, and Daily Stay - Hospital ICU benefits.

Benefit Duration

This benefit is payable up to a maximum of one day per Insured per Covered Accident.

Daily Stay

Benefit Description

We will pay the amount shown in the Schedule of Benefits for each day an Insured is Confined in a Hospital due to Injuries sustained in a Covered Accident.

The Confinement must begin within 180 days of the Covered Accident.

This benefit will be paid in addition to any Admission, Admission - Hospital ICU, and Daily Stay - Hospital ICU benefits.

For purposes of this benefit, the following Hospital services are not eligible:

- treatment in the Emergency Department;
- treatment on an Outpatient Basis; and
- any Confinement of less than 20 hours.

Benefit Duration

This benefit is payable up to a maximum of 365 days per Insured per Covered Accident.

**Daily Stay -
Hospital ICU**

Benefit Description

We will pay the amount shown in the Schedule of Benefits for each day an Insured is Confined in a Hospital ICU due to Injuries sustained in a Covered Accident.

The Confinement must begin within 180 days of the Covered Accident.

This benefit will be paid in addition to any Admission, Admission - Hospital ICU, and Daily Stay benefits.

Benefit Duration

Accident Details

This benefit is payable up to a maximum of 15 days per Insured per Covered Accident.

Short Stay

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured is treated on an Outpatient Basis due to a Covered Accident for minimum of 8 hours in any of the following facilities:

- Ambulatory Surgical Center;
- Emergency Department;
- Hospital; or
- Observation Unit.

The Short Stay must be within 180 days of the Covered Accident.

Benefits for Short Stay will not be paid in addition to any Admission, Admission - Hospital ICU, Daily Stay, and Daily Stay - Hospital ICU benefits.

Benefit Duration

This benefit is payable up to a maximum of one day per Insured per Calendar Year.

Recovery Care Benefits

At-Home Care

Benefit Description

We will pay the amount shown in the Schedule of Benefits for each day an Insured receives At-Home Care from a Nurse at the direction of a Physician.

At-Home Care must be prescribed to begin immediately after a Surgical Procedure or period of Confinement due to Injuries sustained in a Covered Accident.

For purposes of this benefit, the following services do not meet the Benefit Description of At-Home Care:

- hospice care; and
- any care provided by you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you.

Benefits for At-Home Care will not be paid for any day that benefits are paid for Admission, Admission - Hospital ICU, Daily Stay, Daily Stay - Hospital ICU or Rehabilitation or Subacute Rehabilitation Unit.

Benefit Duration

This benefit is payable up to a maximum of five days per Insured per Covered Accident.

Physician Follow-Up Visits

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured receives:

- initial examination or treatment by a Physician due to Injuries sustained in a Covered Accident more than 14 days after the Covered Accident; or
- follow-up care by a Physician prescribed to occur after the initial examination or treatment due to Injuries sustained in a Covered Accident.

The Physician Follow-up Visit must be within 365 days from the Covered Accident.

For purposes of this benefit, care received in a Physician's office, Hospital, or through Telemedicine meet the Benefit Description of Physician Follow-up Visits.

For purposes of this benefit, routine physical or wellness exams do not meet the Benefit Description of Physician Follow-up Visits.

Benefit Duration

This benefit is payable up to a maximum of two visits per Insured per Covered Accident.

Prescription Drug

Benefit Description

We will pay the amount shown in the Schedule of Benefits if a Physician prescribes

Accident Details

medication to an Insured due to Injuries sustained in a Covered Accident.

Prescriptions must be filled at a pharmacy within 90 days of the Covered Accident.

For purposes of this benefit, the following do not meet the Benefit Description of Prescription Drug:

- medication administered while Confined or during a Surgical Procedure;
- medication administered on an Outpatient Basis;
- medication recommended by a Physician that is available without a prescription (over-the-counter);
- refills of a Prescription Drug for which a benefit has previously been paid under this certificate; and
- therapeutic devices or Durable Medical Equipment.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Rehabilitation or Subacute Rehabilitation Unit

Benefit Description

We will pay the amount shown in the Schedule of Benefits for each day an Insured is Confined in a Rehabilitation or Subacute Rehabilitation Unit.

The Insured must be transferred to the Rehabilitation or Subacute Rehabilitation Unit for inpatient care immediately after a period of Confinement in a Hospital due to Injuries sustained in a Covered Accident.

Benefits for Rehabilitation or Subacute Rehabilitation Unit will not be paid for any day that benefits are paid for Admission, Admission - Hospital ICU, Daily Stay, Daily Stay-Hospital ICU or At-Home Care.

Benefit Duration

This benefit is payable up to a maximum of 30 days per Insured per Covered Accident.

Therapy Services

Benefit Description

We will pay the amount shown in the Schedule of Benefits for each day an Insured receives Therapy Services due to Injuries sustained in a Covered Accident.

A Physician must prescribe the Therapy Services to the Insured on an Outpatient Basis with a Physician, Occupational Therapist, Physical Therapist, or Speech Therapist.

Therapy Services must be received within 365 days of the Covered Accident.

For purposes of this benefit, the following are considered Therapy Services:

- Occupational Therapy;
- Physical Therapy;
- Speech Therapy; and
- Chiropractic Therapy.

For purposes of this benefit, therapy received in a Rehabilitation or Subacute Rehabilitation Unit is considered inpatient and does not meet the Benefit Description of Therapy Services.

Benefit Duration

This benefit is payable up to a maximum of 15 days per Insured per Covered Accident.

If more than one type of Therapy Service is received on the same day, we will pay only one day of Therapy Services.

Accidental Death and Dismemberment Benefits

Accidental Death *Benefit Description*

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured dies due to Injuries sustained in a Covered Accident.

The Accidental Death must be within 365 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured.

**Accidental Death
- Common
Carrier**

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured dies while traveling as a fare-paying passenger on a Common Carrier due to Injuries sustained in a Covered Accident.

A Common Carrier is commercial transportation including airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not common carriers.

The Accidental Death must be within 365 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured.

**Accidental
Dismemberment**

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a Dismemberment in a Covered Accident.

The Accidental Dismemberment must be within 365 days of the Covered Accident.

For purposes of this benefit, the following losses meet the Benefit Description of Accidental Dismemberment:

- for the loss of a foot, all of the foot is cut off at or above the ankle joint;
- for the loss of a hand, all four fingers are cut off at or below the knuckles joining each to the hand; and
- for the loss of a thumb and index finger, all of the thumb and index finger are cut off at or below the joint closest to the wrist.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

If an Insured sustains multiple Dismemberments in a single Covered Accident, we will pay for each Dismemberment, but will pay no more than the Employee's Accidental Death benefit amount.

Coma

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured is in a Coma for a period of seven or more consecutive days due to Injuries sustained in a Covered Accident.

A Coma is a continuous state of profound unconsciousness requiring intubation for respiratory assistance characterized by the absence of:

- eye opening;
- verbal response; and
- motor response.

A Physician must confirm the Coma within 365 days of the Covered Accident.

For purposes of this benefit, the following do not meet the Benefit Description of Coma:

- Coma due to stroke; and
- any medically induced Coma.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Loss of Use*Benefit Description*

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured loses the ability to hear, see, or speak due to Injuries sustained in a Covered Accident.

A Physician must confirm the Loss of Use within 365 days of the Covered Accident.

For the purposes of this benefit, the following losses meet the Benefit Description of Loss of Use:

- for the loss of hearing, total deafness in both ears;
- for the loss of sight in one eye, the eye must be totally blind and no sight can be restored in that eye;
- for the loss of sight in both eyes, the:
 - sight in the better eye reduced to a best corrected visual acuity of 20/200 or less (Snellen or E-Chart Acuity);
 - visual field remaining is less than 20° in the better eye; and
 - the Insured was not previously legally blind; and
- for the loss of speech, the ability to speak is a total and irrecoverable loss.

For purposes of this benefit, any loss that can be corrected to any functional degree by any procedure, aid, or device does not meet the Benefit Description of Loss of Use.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

If an Insured sustains multiple losses in a single Covered Accident, we will pay for each Loss of Use, but will pay no more than the Employee's Accidental Death benefit amount.

Paralysis*Benefit Description*

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains Paralysis of one or more limbs in a Covered Accident.

A Physician must confirm the Paralysis within 365 days of the Covered Accident.

For the purposes of this benefit, the following types of Paralysis meet the Benefit Description of Paralysis:

- for Uniplegia, the total and irreversible paralysis of any one limb;
- for Hemiplegia, the total and irreversible paralysis of both limbs on either side of the body, for example the right arm and right leg, or the left arm and left leg;
- for Paraplegia, the total and irreversible paralysis of any two limbs;
- for Triplegia, the total and irreversible paralysis of any three limbs; and
- for Quadriplegia, the total and irreversible paralysis of all four limbs.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Exclusions

We will not pay benefits for a claim that is caused by, contributed to by, or resulting from any of the following:

- committing or attempting to commit a felony;
- being engaged in an illegal occupation or activity;
- injuring oneself intentionally or attempting or committing suicide, while sane;
- active participation in a riot, insurrection, or terrorist activity. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- participating in war or any act of war, whether declared or undeclared;
- combat or training for combat while serving in the armed forces of any nation or authority, including the National Guard, or similar government organizations;
- a Covered Loss that occurs while an Insured is legally incarcerated in a penal or correctional institution;
- elective procedures, cosmetic surgery, or reconstructive surgery unless it is a result of organ donation, trauma, infection, or other diseases;
- any Sickness, bodily infirmity, or other abnormal physical condition, including diagnosis, treatment, or surgery for it;
- infection. This exclusion does not apply when the infection is due directly to a cut or wound sustained in a Covered Accident;
- experimental or investigational procedures;
- operating any motorized vehicle while intoxicated;
- operating, learning to operate, serving as a crew member of any aircraft or hot air balloon, including those which are not motor-driven, unless flying as a fare paying passenger;
- jumping, parachuting, or falling from any aircraft or hot air balloon, including those which are not motor-driven;
- travel or flight in any aircraft or hot air balloon, including those which are not motor-driven, if it is being used for testing or experimental purposes, used by or for any military authority, or used for travel beyond the earth's atmosphere;
- practicing for or participating in any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received;
- riding or driving an air, land or water vehicle in a race, speed or endurance contest; and
- engaging in hang-gliding, bungee jumping, sail gliding, parasailing, parakiting, or BASE jumping.

Additionally, no benefits will be paid for a Covered Loss that occurs prior to the Coverage Effective Date.

Continuity of Coverage

We will provide coverage for an Insured if the Insured was covered by a similar prior policy on the day before the Policy Effective Date of this certificate.

Coverage is subject to payment of premium and all other terms of this certificate. If you are on a temporary Layoff or Leave of Absence on the Policy Effective Date of this certificate, we will consider your temporary Layoff or Leave of Absence to have started on that date and coverage will continue for the period provided for temporary Layoff or Leave of Absence under Continuation of your Coverage During Extended Absences in this certificate.

If you have not returned to Active Employment before any Insured's Covered Loss, any benefits payable will be limited to what would have been paid by the prior carrier.

Newborn Coverage Feature

Your newborn or newly adopted Children will automatically be covered for 31 days from their Coverage Eligibility Date if you are insured.

If you wish to continue Child coverage, you must notify us on or before the end of the 31 day period and pay any additional premium.

If you already have coverage for your Children, then all eligible Children will be covered, and you do not need to notify us or pay any additional premium for the newly eligible Child.

Waiting Period	<p>The continuous period of time you must be in an Eligible Group before you are eligible for coverage:</p> <p>If you are in an Eligible Group on or before January 1, 2021: None If you enter an Eligible Group after January 1, 2021: None</p> <p><i>Rehire</i> If your employment ends and you are rehired within 12 months, any prior period of work in an Eligible Group with your Employer, will apply toward the Waiting Period.</p>
Coverage Eligibility Date	<p><i>For you</i> If you are in an Eligible Group, you are eligible for coverage on the later of:</p> <ul style="list-style-type: none"> - the Policy Effective Date; or - the day after any applicable Waiting Period has been satisfied. <p><i>For your Spouse</i> If you elect coverage for yourself, your Spouse is eligible for coverage on the later of:</p> <ul style="list-style-type: none"> - the date you are eligible for coverage; or - the date you first acquire a Spouse. <p><i>For your Children</i> If you elect coverage for yourself, your Children are eligible for coverage on the later of:</p> <ul style="list-style-type: none"> - the date you are eligible for coverage; or - the date you first acquire the Child.
Enrolling for Coverage	<p>Initial Enrollment <i>Contributory Coverage</i> You may apply for any coverage available for you, your Spouse, and Children within 31 days of an Insured's Coverage Eligibility Date.</p> <p>Late Enrollment <i>Contributory Coverage</i> If you did not apply for coverage during an Insured's Initial Enrollment or you voluntarily cancelled coverage for an Insured and are re-applying, you may apply for coverage during any scheduled Enrollment Period.</p>
Applying for Changes in Coverage	<p><i>Contributory Coverage</i> You may cancel coverage for an Insured at any time during the Policy Year, during any scheduled Enrollment Period, or within 31 days of a Qualifying Life Event.</p>
Coverage Effective Date	<p>Initial Enrollment <i>Contributory Coverage</i> Coverage for an Insured will begin on the first day of the month coincident with or next following the later of:</p> <ul style="list-style-type: none"> - the Insured's Coverage Eligibility Date if you apply on or before that date; or - the date you apply for the Insured's coverage, if coverage is applied for within 31 days of the Insured's Coverage Eligibility Date. <p>Late Enrollment <i>Contributory Coverage</i> Coverage for an Insured will begin on the later of:</p> <ul style="list-style-type: none"> - the first day of the next Policy Year; or - the first day of the month coincident with or next following the date you apply for the Insured's coverage.
Coverage Effective Date for Changes in Coverage	<p><i>Contributory Coverage</i> Changes in coverage for an Insured will begin on the latest of:</p> <ul style="list-style-type: none"> - the first day of the next Policy Year; - the first day of the month coincident with or next following the date of a Qualifying Life Event; or - the first day of the month coincident with or next following the date you apply for the change in coverage due to a Qualifying Life Event, if it's within 31 days of the

Qualifying Life Event.

Any cancellation in coverage for an Insured will take effect on the first day of the month coincident with or next following the date the cancellation in coverage is made.

Any change or cancellation in coverage will not affect a Payable Claim that occurs prior to the change or cancellation.

**Coverage
Effective Date if
you are not in
Active
Employment**

You must be in Active Employment in order for coverage to become effective for any Insured in accordance with the Coverage Effective Date provision.

If you are not in Active Employment due to an Injury, Sickness, temporary Layoff, or Leave of Absence on the date coverage would become effective, the Insured's Coverage Effective Date will be the date you return to Active Employment.

Coverage Effective Date for Initial Enrollment, Late Enrollment, and Changes in Coverage is subject to this provision.

A delay of Coverage Effective Date for a change in coverage will not affect coverage that is currently in force.

Continuation of your Coverage During Extended Absences

Leave of Absence, other than a Family and Medical Leave of Absence

You will be covered through the end of the month that immediately follows the month in which your Leave of Absence begins, provided premium is paid.

Family and Medical Leave of Absence

We will continue coverage in accordance with your Employer's Human Resource policy on family and medical leaves of absence if premium payments continue and your Employer approved your leave in Writing. You will be covered up to the end of the latest of:

- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;
- the leave period required by applicable state law; or
- the leave period provided to you for an Injury or Sickness, provided premium is paid and your Employer has approved your leave in Writing.

If your Employer's Human Resource policy doesn't provide for continuation of your coverage during a family and medical leave of absence, coverage will be reinstated when you return to Active Employment.

We will not apply a new Waiting Period.

Injury or Sickness

You will be covered for up to 3 months from the date your absence due to an Injury or Sickness begins, provided premium is paid.

Temporary Layoff

You will be covered through the end of the month that immediately follows the month in which your temporary Layoff begins, provided premium is paid.

End of Coverage

For you

If you choose to cancel your coverage under this certificate, your coverage will end on the first of the month coincident with or next following the date you provide notification to your Employer.

Otherwise, your coverage under this certificate ends on the earliest of:

- the date the Policy is cancelled by us or your Employer;
- the date you are no longer in an Eligible Group;
- the date your Eligible Group is no longer covered;
- the date of your death;
- the last day of the period any required premium contributions are made; or
- the last day you are in Active Employment.

However, as long as premium is paid as required, coverage will continue in accordance with the Continuation of your Coverage During Absences provision.

We will provide coverage for a Payable Claim that occurs while you are covered under this certificate.

For your Spouse

If, while your coverage is in force, you choose to cancel your Spouse's coverage under this certificate, your Spouse's coverage will end on the first of the month coincident with or next following the date you provide notification to your Employer.

Otherwise, your Spouse's coverage will end on the earliest of:

- the date your coverage under this certificate ends;
- the date your Spouse is no longer eligible for coverage;
- the date your Spouse no longer meets the definition of a Spouse;
- the date of your Spouse's death; or
- the date of divorce or annulment.

We will provide coverage for a Payable Claim that occurs while your Spouse is covered

under this certificate.

For your Children

If, while your coverage is in force, you choose to cancel your Children's coverage under this certificate, your Children's coverage will end on the first of the month coincident with or next following the date you provide notification to your Employer.

Otherwise, your Children's coverage will end on the earliest of:

- the date your coverage under this certificate ends;
- the date your Children are no longer eligible for coverage; or
- the date your Children no longer meet the definition of Children.

We will provide coverage for a Payable Claim that occurs while your Children are covered under this certificate.

Filing a Claim

We encourage early notification of a claim for benefits under this certificate so that a claim decision can be made in a timely manner. If there are any questions on how to file a claim, please contact us or your Employer.

Step 1 - Starting a Claim

Notice of a claim may be provided in Writing, online at: services.unum.com, or by contacting us directly at 1-800-858-6843. Notice of a claim should be provided within 30 days from the date of the Covered Loss, or as soon as reasonably possible.

Step 2 - Claim Forms

After receiving notice of a claim, we will send a claim form to you or your authorized representative within 15 days from the date we receive the notice of a claim. Claim forms may also be available from your Employer or from us online at: services.unum.com.

When you or your authorized representative receive the claim form, you or your authorized representative must fill out your own section of the claim form and provide the Insured's Physician with the applicable section of the claim form. The Insured's Physician should complete their section of the form and send it directly to us.

If you or your authorized representative do not receive a claim form from us within 15 days after we receive notice of a claim, a Written statement from you or your authorized representative as to the nature and extent of the Covered Loss will be deemed Proof of Loss, if sent to us within the time limit stated in the Proof of Loss section below.

Completed claim forms may be sent to us by mail or fax:

Mailing Address: The Benefits Center
P.O. Box 100158
Columbia, South Carolina 29202-3158
Fax: 1-800-447-2498

Step 3 - Proof of Loss

Proof of Loss must be sent to us no later than 90 days after the date of Covered Loss. If it is not reasonably possible to provide Proof of Loss within this time period, it will not affect a Payable Claim if it is provided within one year, unless the Insured lacks the legal capacity to do so.

In no event can Proof of Loss be submitted after the expiration of the time limit for commencing Legal Action as stated in this certificate, even if the failure to provide Proof of Loss is due to a lack of legal capacity or if state law provides an exception to the one year time period.

Proof of Loss, provided at your or your authorized representative's expense, must establish the nature and extent of the Covered Loss and should include but not be limited to the following:

- the cause of death or Covered Loss;
- the extent of the Covered Loss;
- the date of Covered Loss;
- the name and address of any Hospital or institution where treatment was received, including all attending Physicians; and
- in case of death, a certified copy of the death certificate or other lawful evidence providing equivalent information.

If the Proof of Loss is not complete, we will request additional information.

Authorization for Release of Information

We may request Written authorization from an Insured. This authorization may be required in order for us to obtain the necessary medical and non-medical information needed for Proof of Loss. This information may include any appropriate financial records such as income tax returns. Failure to provide us with Written authorization may result in the denial of a claim if the Insured does not send proof to us and we are not able to obtain the proof that is required to make a claim decision.

Right to Exam, Test, or Interview	<p>We may ask the Insured to be examined or tested by one or more Physicians, other medical practitioners, or vocational experts of our choice as often as it is reasonably necessary during the pendency of an Insured's claim. We may also require the Insured to be interviewed by an authorized representative of ours.</p> <p>We have the right to request exams or tests as often as it is reasonably necessary. Any exam, test, or interview that we require will be paid at our expense. If the Insured fails to attend or fully participate, we will not pay the benefits or we will stop sending benefits under this certificate.</p>
Autopsy	<p>We will have the right, at our expense, to request an Autopsy where it is allowed by law and is not prohibited by the Insured's religion.</p>
Claim Procedures	<p>After the Insured has satisfied the requirements under Filing a Claim, we will process and evaluate the information to determine if a claim is payable. We will notify the Insured of a claim decision and issue payment for a Payable Claim within 45 days. Benefits will be paid in accordance with the Payment of Benefits provision.</p> <p>If we determine additional time is needed to review a claim, we may extend this time period by 30 days. We will notify the Insured of the circumstances requiring a review extension and when we anticipate making a claim decision.</p> <p>If a claim for benefits under this certificate is wholly or partially denied, we will provide notice of our decision in Writing. The notice will contain the following information:</p> <ul style="list-style-type: none">- the specific reason(s) for the determination with reference to those provisions on which the decision is based;- a description of any additional material or information necessary to complete the claim and why that material or information is necessary;- procedures and time limits for appealing our decision, and the Insured's right to obtain information about those procedures;- a statement describing the right to bring a lawsuit under Section 502(a) of ERISA following a claim determination; and- a statement disclosing any internal rule, guidelines, protocol, or similar criteria used in making the decision (or a statement that such information will be provided free of charge upon request).
Payment of Benefits	<p>Benefits for which we are liable will be paid after we complete the Claim Procedures. All benefits will be paid to you, unless we receive Written authorization to pay them elsewhere. This is an assignment of benefits.</p> <p>In the event of your death, any unpaid benefits will be paid to your beneficiary in accordance with the Beneficiary Designation and Change provision.</p>
Beneficiary Designation and Change	<p>When a person becomes insured under this certificate, the Insured is responsible for designating a beneficiary in Writing for any benefits due in the event of the Insured's death. It is important to list the full name of each beneficiary and that all beneficiary designations are kept current and provided to us or the Employer. A beneficiary designation form may be available from the Employer or from us online at: services.unum.com.</p> <p>You are the Beneficiary for any Insured under this certificate while you are still living unless there is a valid change in beneficiary designation by an Insured. If an Insured wishes to change their beneficiary designation, they may do so by sending us or the Employer a completed, dated, and signed beneficiary designation change form. Changes in beneficiary designations will take effect on the date notice of the beneficiary designation is signed by the Insured.</p> <p>Payment of Benefits will be administered based upon the currently available beneficiary designation on file with us or the Employer. If we have taken any action or made any payment before receiving notice of a beneficiary designation, that beneficiary designation will not go into effect for those actions taken or payments made.</p>

Claim Provisions

If more than one beneficiary is named and the order or share of payments is not designated, the beneficiaries will share equally. The share of a beneficiary who dies before an Insured, the share of a beneficiary who is legally unable to receive benefits, or the share of benefits that are unallocated will pass to any surviving beneficiaries in proportion to their current allocations. The aggregated shares of benefits in excess of 100% will be deducted from surviving beneficiaries in proportion to their current allocations.

If a beneficiary is not named, or if all named beneficiaries do not survive the Insured, or the named beneficiary is legally unable to receive benefits, any benefits due will be paid to the first surviving family member in the order that follows:

- you;
- the Insured's Spouse;
- the Insured's natural offspring and legally adopted children in equal shares;
- the Insured's mother or father in equal shares, if paying both; or
- the Insured's sisters and brothers in equal shares.

Instead of making a payment to a surviving family member, we have the right to pay any benefits due to the Insured's estate. If there are no surviving family members, any benefits due will be paid to the Insured's estate.

Payments to a Minor or Incompetent Insured or Insured's Beneficiary

If an Insured or an Insured's beneficiary is a minor or is incompetent, we can pay up to \$1,000 to the person or institution that appears to have assumed the custody and main support of the Insured, the minor, or the Insured's beneficiary unless or until that Insured, the minor, or the Insured's beneficiary's appointed legal representative makes a formal claim. If we pay benefits to such person or institution, we will not have to pay those benefits again.

Overpayment of Claims

We have the right to recover any overpayments due to:

- fraud;
- Misstatement of Information; or
- any error we make in processing a claim.

We must be reimbursed in full. If it is not possible for you to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments.

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

Unpaid Premium

Any Unpaid Premium due for an Insured's coverage at the time of payment for a claim may be deducted from the Insured's claim payment.

Appeal Procedures

Any request to file an appeal of a wholly or partially denied claim must be sent to us in Writing within 180 days from the date of Written notice of our claim decision. You have the right to:

- 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 us.

Once we receive an Insured's appeal request, it will be assigned to an appeals specialist. The appeals specialist is 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, we 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 in connection with the denial of an Insured's claim, we will provide the Insured with the names of each such expert, regardless of whether the advice was relied upon.

We will make a full and fair review of the claim and all new information submitted, whether

Claim Provisions

or not presented or available at the initial determination. No deference will be afforded to the initial determination. We will notify the Insured of the appeal decision within 45 days from receipt of the Written request for review. If we determine additional time is needed to review the appeal request, we may extend this time period by an additional 45 days. We will notify the Insured if an extension is needed.

If any review extension is necessary due to the Insured's failure to provide the information necessary to make a decision, we will notify the Insured of the review extension and specifically describe what information is required. This information must be sent to us within the time specified from the date of our request. The 45 day review extension will begin on the date we receive the requested information.

If the Insured fails to provide us with the requested information within the specified time period, we will make a decision based on the information available to us at that time.

If an appeal is wholly or partially denied, we will provide notice in Writing. Notice of a denied appeal will contain the following information:

- the specific reason(s) for the denial with reference to those provisions on which the denial is based;
- a statement disclosing any internal rule, guidelines, protocol, or similar criteria used in making the decision (or a statement that such information will be provided free of charge upon request);
- a statement describing the right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the appeal decision;
- a statement that entitles the Insured, at their request, reasonable access to or copies of all documents, records, or other information relevant to the appeal decision free of charge; 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."

Unless there are special circumstances, this administrative appeal process must be completed before an Insured begins any Legal Action regarding a claim.

Legal Actions

The time limit on Legal Actions for a Covered Loss is subject to applicable law in the state where the Policy was issued.

If you or your authorized representative disagree with our decision, you or your authorized representative can start Legal Action regarding your claim 60 days after Proof of Loss has been given to us and up to three years from the latest of when:

- original Proof of Loss was first required to have been given to us;
- your claim was denied; or
- your benefits were terminated,

unless otherwise provided under federal law.

When Days Begin and End	For the purpose of all dates under this Certificate of Coverage, all days begin at 12:01 a.m. and end at 12:00 midnight.
Certificate of Coverage Contents	<p>Coverage for an Insured is provided under this Certificate of Coverage which is a part of the Policy issued to the Policyholder. The Policy consists of:</p> <ul style="list-style-type: none"> - all Policy provisions, and any riders, amendments and endorsements, and other attachments to the Policy; - this Certificate of Coverage, and any riders, amendments and endorsements, and other attachments to this Certificate of Coverage; - the Policyholder's application for group insurance; and - Employee's signed applications, if applicable.
Your Certificate of Coverage	<p>We will provide the Employer with a Certificate of Coverage for distribution to each Insured Employee. Your certificate describes:</p> <ul style="list-style-type: none"> - the coverage to which an 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 this certificate are different than in the Policy, the Policy will govern.</p>
Cancellation or Modification to the Policy and this Certificate of Coverage	<p>The Policy and this Certificate of Coverage may be cancelled or modified by the Employer at any time without the Insured's consent. Any cancellation or modification to the Policy or certificate requested by the Employer will take effect on the date agreed upon by us and the Employer.</p> <p>All Policy and certificate modifications will take effect according to the Coverage Effective Date for Changes in Coverage provision.</p>
Representation in Applications	Any statements made by you will be considered a representation and not a warranty. We will not use such statements to avoid insurance, reduce benefits, or deny a claim unless it is included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary.
Assignment	<p>An Assignment transfers all or part of your legal title and rights under the Policy and this certificate to someone else, known as an "assignee." We will recognize your assignee(s) as owners of the rights you transferred under the Policy and this certificate if:</p> <ul style="list-style-type: none"> - the Written form has been signed by you and the assignee and the form is acceptable to us; and - a signed or certified copy of the Written Assignment has been filed with us. <p>An Assignment will take effect on the date notice of the Assignment is signed by you. If we have taken any action or made any payment before we receive notice of the Assignment, that Assignment will not go into effect for those actions taken or payments made. An Assignment does not change an Insured's coverage or beneficiary designation.</p> <p>We are not responsible for the validity of any Assignment. We advise you to verify your Assignment is legal in your state and that it accomplishes the goals you intend.</p>
Contestability	We can take legal or other action using statements made in signed applications for coverage only when a Covered Loss occurs during the first two years after an Insured's Coverage Effective Date. However, in the event of Fraud, we can take Legal Action at any time as permitted by applicable law.
Misstatement of Information	<p>If you or your Employer provides us information about an Insured that is incorrect, we will:</p> <ul style="list-style-type: none"> - use the facts to decide whether the Insured has coverage under this certificate and the Policy and in what amounts; and - if necessary, make the applicable premium adjustments.
Fraud	We want to make sure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. We promise to focus on all means necessary to support fraud detection, investigation, and prosecution.

General Provisions

Anyone who knowingly, and with intent to injure, defraud, or deceive us may be guilty of Fraud as determined by a court of law. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

These actions will result in denial of a claim, and are subject to prosecution and punishment to the full extent under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

Agency

For purposes of the Policy, your Employer acts on their own behalf or as your agent. Under no circumstances will your Employer be deemed our agent.

Workers' Compensation or State Disability Insurance

This certificate does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

Communicating With you or your Employer

We may provide notices, information, and other communications to you or your Employer in Written form.

To protect our customers, we will abide by all applicable privacy laws and regulations.

Additional Services

This certificate may include enrollment, risk management, financial protection, and other support services related to your Employer's benefit program.

Active Employment	<p>You are working for your Employer for earnings that are paid regularly and you are performing the Material and Substantial Duties of your Regular Occupation. You must be regularly scheduled to work at least the minimum number of hours as determined by your Employer.</p> <p>Your work site must be:</p> <ul style="list-style-type: none"> - your Employer's usual place of business in the United States; - an alternative work site in the United States at the direction of your Employer; or - a location in the United States to which your job requires you to travel. <p>Normal vacation, holidays, or temporary business closures are considered Active Employment provided you are in Active Employment on the last scheduled work day preceding such time off.</p> <p>For purposes of this certificate, temporary business closures that meet the Glossary definition of Active Employment include, but are not limited to:</p> <ul style="list-style-type: none"> - inclement weather; - power outage; and - public health agency orders. <p>Temporary and seasonal workers are excluded from coverage.</p>
Ambulatory Surgical Center	<p>A facility, separate from a Hospital, equipped for Physicians to perform Surgical Procedures on an Outpatient Basis and must:</p> <ul style="list-style-type: none"> - provide anesthesia administered by a licensed anesthesiologist or licensed nurse anesthetist; and - have agreements with local Hospitals to immediately accept patients who develop complications.
Calendar Year	<p>The period beginning on the Insured's Coverage Effective Date and ending on December 31 of the same year. For each following year, it is the period beginning on January 1 and ending on December 31.</p>
Certificate of Coverage	<p>The document issued to the Employee, also referred to as the "certificate," describing an Insured's benefits and rights under the Policy, including any riders, amendments and endorsements, and other attachments to this certificate and the Policy.</p>
Childbirth	<p>Birth of a child by routine vaginal delivery or non-emergency Cesarean section.</p> <p>Childbirth or Complications of Pregnancy will be treated as any other Sickness.</p>
Children	<p>Any child from birth to age 26 who is:</p> <ul style="list-style-type: none"> - your own natural offspring; - your Spouse's child; - your lawfully adopted child as of the earliest of the date: <ul style="list-style-type: none"> - the child is placed in your home or in a medical facility; - a petition is filed for you to adopt the child; or - an adoption agreement, signed by you that includes your binding obligation to assume financial responsibility for the child; - a foster child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction; or - any other child residing with you through legal mandate that is dependent on you for financial support. <p>Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.</p> <p>You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when</p>

requested by us, but not more frequently than once a year.

Your Children may not be Insured as both a Child and an Employee.

Your Children may not be Insured by more than one Employee.

Chiropractic Therapy

Spinal manipulation services conducted by a licensed chiropractor to correct a structural imbalance.

For purposes of this certificate, the following services do not meet the Glossary definition of Chiropractic Therapy:

- massage therapy;
- treatment of chronic conditions; and
- other Injuries not related to structural imbalance.

Complications of Pregnancy

Abnormal conditions or concurrent diseases that significantly affect the pregnancy's usual medical management. A complication may exist during the pregnancy, during the birth, or after the birth.

Childbirth or Complications of Pregnancy will be treated as any other Sickness.

Confined or Confinement

Assignment to a bed as a resident inpatient in a medical or treatment facility, including an Observation Unit, for a minimum of 20 continuous hours on the advice of a Physician.

Contributory Coverage

Any amount of coverage for which you pay all or part of the premium. The maximum amount that you may be required to contribute to the cost of your coverage shall not exceed the premium charged for the amounts of your coverage.

Covered Accident

A bodily Injury sustained by an Insured, which is the direct cause of the loss, independent of disease or bodily infirmity and which:

- occurs on or after the Coverage Effective Date;
- occurs while coverage is in force; and
- is not excluded by name or specific description in this certificate.

Covered Loss

An accidental death, dismemberment, loss, or other Injury for which benefits are payable under this certificate.

Emergency Department

A specified area within a Hospital, or standalone facility that is affiliated with a Hospital, designated for the emergency care of accidental Injuries or Sicknesses. This area must:

- be staffed and equipped to handle trauma;
- be supervised and have treatment provided by Physicians; and
- provide care seven days per week, 24 hours per day.

Employee

A person, also referred to as "you," 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.

Enrollment Period

A period of time determined by your Employer and us during which you are eligible to enroll for or change your coverage. This period of time may be limited.

Hospital

A licensed institution supervised by Physicians and operated pursuant to law on a full-time basis. The Hospital must:

- provide overnight care to people with Injuries or Sicknesses;
- have full-time Nurses on duty or on call who are supervised by a registered Nurse; and
- have X-ray equipment, a laboratory, and a surgical operating room at its locations or available to use on a pre-arranged basis.

For purposes of this certificate, the following hospital units meet the Glossary definition of Hospital:

- Hospital Subacute ICU;

- Progressive Care Unit;
- Intermediate Care Unit; and
- Step-Down Unit.

For purposes of this certificate, the following do not meet the Glossary definition of Hospital:

- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a hospice care facility; and
- a Rehabilitation or Subacute Rehabilitation Unit.

Hospital ICU

A specifically designated area of the Hospital that is restricted to patients who are critically ill or injured and who require intensive, comprehensive observation and care. The Hospital ICU must:

- be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient Confinement;
- be permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
- be under close observation by a specially trained nursing staff assigned exclusively to the ICU on a 24 hour basis; and
- have a Physician assigned to the ICU on a full-time basis.

For purposes of this certificate, the following Hospital units meet the Glossary definition of Hospital ICU:

- Intensive Care Unit (ICU);
- Coronary Care Unit;
- Neonatal ICU;
- Pulmonary Care Unit;
- Burn Unit; and
- Transplant Unit.

Injury

Any damage or harm to the body that is the direct result of an accident and not related to any other cause.

Insured

Any person who has coverage under this certificate.

Layoff

Temporary absence from Active Employment for a period of time that has been agreed to in advance by your Employer.

Normal vacation time, holidays, or temporary business closures are not considered a temporary Layoff.

Leave of Absence

Temporary absence from Active Employment for a period of time under a leave granted in Writing by your Employer that is in accordance with your Employer's formal leave policies.

Normal vacation time, holidays, or temporary business closures are not considered a Leave of Absence.

Material and Substantial Duties

Duties that:

- are routinely required for the performance of your Regular Occupation; and
- cannot be reasonably omitted or modified.

Nurse

A healthcare professional trained to care for people with Injuries or Sicknesses. A Nurse may include a graduate Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.).

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Nurse for a claim that you send to us.

Observation Unit

A specified area within a Hospital, separate from the Emergency Department, where a patient can be monitored following a Surgical Procedure performed on an Outpatient Basis or treatment in the Emergency Department. The Observation Unit must:

- be under the direct supervision of a Physician or registered Nurse;
- be staffed by Nurses assigned specifically to that unit; and
- provide care seven days per week, 24 hours a day.

Occupational Therapist

A healthcare professional licensed by the state to practice Occupational Therapy, who:

- performs services which are allowed by their license;
- performs services for which benefits are provided by this certificate; and
- possesses the designation "Occupational Therapist Registered" (OTR).

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as an Occupational Therapist for a claim that you send to us.

Occupational Therapy

The treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living and those tasks required by the person's particular occupational role.

For purposes of this certificate, the following do not meet the Glossary definition of Occupational Therapy:

- diversional therapy;
- recreational therapy; and
- any vocational therapies (e.g. hobbies, arts, and crafts).

Outpatient Basis

Medical care and treatment received without being admitted to a Hospital or other facility.

Payable Claim

A claim for which we are liable for under the terms of this certificate.

Physical Therapist

A healthcare professional licensed by the state to practice Physical or Chiropractic Therapy, who:

- performs services which are allowed by their license;
- performs services for which benefits are provided by this certificate; and
- practices according to the Code of Ethics of the American Physical Therapy Association.

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physical Therapist for a claim that you send to us.

Physical Therapy

Treatment by physical means, hydrotherapy, heat or similar modalities, physical agents, bio-mechanical, and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function, and to prevent disability following Injury or loss of a body part.

Physician

A person performing tasks that are within the limits of his or her medical license and is also:

- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction;
- licensed to practice medicine, 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.

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us.

Plan

Your Employer's Accident Welfare Benefit Plan under ERISA which includes this certificate, your Employer's Group Accident Insurance Policy, and other benefit plan documents consistent with this Plan.

Policy

The Group Accident Insurance Policy issued to the Policyholder, including this Certificate

of Coverage and any riders, amendments and endorsements, and other attachments to this certificate and the Policy.

Policyholder The entity to which the Policy is issued.

Qualifying Life Event For coverage determination purposes, a Qualifying Life Event means an event including, but not limited to:

- birth, adoption, or addition of a Child;
- a change in legal marital status;
- a change in employment status; or
- death of an Insured.

Qualifying Life Event coverage changes made in accordance with the Start of Coverage provisions must be consistent with the Qualifying Life Event.

For further information regarding Qualifying Life Events, please refer to your Employer's Human Resource policy.

Rehabilitation Unit An appropriately licensed facility that provides rehabilitation care services on an inpatient basis. The care services provided by the Rehabilitation Unit must:

- consist of the combined use of medical, social, educational, and vocational services to enable patients disabled by accidental Injury or Sickness to achieve the highest possible functional ability; and
- be provided by or under the supervision of an organized staff of Physicians

The Rehabilitation Unit may be part of a Hospital or a standalone facility.

For purposes of this certificate, the following do not meet the Glossary definition of Rehabilitation Unit:

- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a hospice care facility; and
- a Subacute Rehabilitation Unit.

Sickness An illness or disease.

Speech Therapist A healthcare professional licensed by the state to practice Speech Therapy, who:

- performs services which are allowed by their license;
- performs services for which benefits are provided by this certificate; and
- practices according to the Code of Ethics of the American Speech-Language-Hearing Association.

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Speech Therapist for a claim that you send to us.

Speech Therapy Treatment and assistance for disorders related to speech, language, cognitive-communication, voice, swallowing, and fluency.

Spouse The person who is your partner through lawful marriage, civil union, domestic partnership (established by a declaration acceptable to us), or your legally separated Spouse.

Your Spouse may not be Insured as both a Spouse and an Employee.

Subacute Rehabilitation Unit A licensed facility or distinct part of a facility supervised at all times by a Physician or Nurse. The facility must provide care to people with Injuries or Sicknesses on an inpatient basis. The Subacute Rehabilitation Unit must have a Physician available at all times and have a transfer agreement in effect with one or more participating Hospitals.

For purposes of this certificate, the following do not meet the Glossary definition of Subacute Rehabilitation Unit:

- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a hospice care facility; and

- a Rehabilitation Unit.

Surgical Procedure

The cutting into the skin or other organ to accomplish any of the following goals:

- further explore the condition for the purpose of diagnosis;
- take a biopsy of a suspicious lump;
- remove diseased tissues or organs;
- remove an obstruction;
- reposition structures to their normal position;
- redirect channels;
- transplant tissue or whole organs;
- implant mechanical or electronic devices;
- repair an area that has been injured or affected by trauma, overuse, or Sickness; or
- restore proper function.

For purposes of this certificate, the following do not meet the Glossary definition of Surgical Procedure:

- venipuncture (drawing blood);
- lumbar puncture;
- epidural steroid injections;
- removal of skin tags; and
- foreign body removal from the eye.

Telemedicine

A medical inquiry with a Physician via the use of telecommunication and information technologies (including, but not limited to, audio or video communications) for the Insured's evaluation, diagnosis, or treatment as would be practiced in person. This does not include requests for prescription refills or medical records.

Unum Insurance Company

Referred to as "Unum" and "we," "us," or "our."

Urgent Care Facility

A health care facility that is organizationally separate from a Hospital with the primary purpose of offering and providing urgent and immediate, short-term medical care, without an appointment.

Writing or Written

A record on or transmitted by paper, electronic, or telephonic media consistent with applicable law.

Be Well Benefit

We encourage our Insureds to maintain a healthy lifestyle. For those who take precautionary measures by receiving routine health screenings, we offer a Be Well Benefit. This is an annual cash benefit that may be claimed after completing an eligible Be Well Screening, and may be used to help with monetary expenditures such as transportation, missed work, or other incidentals.

For the purpose of determining your coverage and eligibility for the Be Well Benefit, all terms and provisions of your Certificate of Coverage apply unless modified below.

Policyholder: The President and Fellows of Middlebury College

Policy Number: 682820 011

Policy Effective Date: January 1, 2021

Be Well Benefit Effective Date: January 1, 2021

Eligible Group(s)

Faculty and Staff in Active Employment in the United States working a minimum of 1000 hours per year.

Paying for Coverage The Be Well Benefit is automatically included in the cost of your Accident Insurance coverage.

Be Well Benefit

For you	For your Spouse	For your Children
\$50	\$50	\$50

Be Well Benefit Payment Conditions Each Insured is eligible to receive a maximum of one Be Well Benefit per Calendar year.

The Be Well Benefit will become payable provided the following conditions are met:
 - the date of the Be Well Screening is after the Be Well Benefit Effective Date; and
 - an Insured's coverage is in force.

Be Well Screenings

Cholesterol and Diabetes	Eligible screenings include, but may not be limited to: blood test for triglycerides, fasting plasma glucose (FPG), fasting blood glucose test, hemoglobin A1C(HbA1c), Serum cholesterol test to determine total, HDL and LDL cholesterol levels, two hour post-load plasma glucose.
Cancer	Eligible screenings include, but may not be limited to: colonoscopy, virtual colonoscopy, CEA (blood test for colon cancer), low-dose computerized tomography (CT) (imaging study for lung cancer), double-contrast barium enema, fecal immunochemical testing, fecal DNA testing, PSA (blood test for prostate cancer), bone marrow testing, serum protein electrophoresis (blood test for myeloma), dermatological screenings for skin cancer, flexible sigmoidoscopy, hemocult stool analysis, pap smear, thin prep pap test, cytology

	(PAP) smear, CA 15-3 (blood test for breast cancer), CA-125 (blood test for ovarian cancer), BRCA1 or BRCA2 testing.
Cardiovascular Function	Eligible screenings include, but may not be limited to: echocardiogram, electrocardiogram, stress test on a bicycle or treadmill, myocardial perfusion imaging.
Imaging Studies	Eligible screenings include, but may not be limited to: chest x-ray, carotid ultrasound (Doppler), mammography, breast ultrasound, breast MRI, breast thermography, transvaginal ultrasound, bone density scans, aortic ultrasound.
Annual Examinations by a Physician	Eligible examinations include sports physicals, annual exams for adults, and well-child visits.
Immunizations	Eligible immunizations include, but may not be limited to: HPV, Hepatitis B, chicken pox, MMR, meningitis, tetanus, pneumonia, influenza.

GROUP ACCIDENT

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

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

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

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

Si usted tiene una queja acerca de su seguro puede comunicarse con nosotros a traves del numero 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.

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

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

For residents of Arkansas

The **Exclusions** provision in the **Accident Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or resulting from active participation in a riot, insurrection, or terrorist activity. This exclusion is amended by removing "or terrorist activity".

The **Newborn Coverage Feature** provision in the **Accident Details** section of the certificate is amended as follows:

Newborn Coverage Feature

Your newborn or newly adopted Children will automatically be covered for 60 days from their Coverage Eligibility Date if you are insured.

If you wish to continue Child coverage, you must notify us and pay any additional premium.

If you already have coverage for your Children, then all eligible Children will be covered and you do not need to notify us or pay any additional premium for the newly eligible Child.

The **Initial Enrollment** language in the **Enrolling for Coverage** provision in the **Start of Coverage** section of the certificate is amended for Children so that you can apply for their coverage within 90 days.

The **Initial Enrollment** language in the **Coverage Effective Date** provision in the **Start of Coverage** section of the certificate is amended for Children so that if coverage for a newly acquired Child is applied for within 90 days of the Child's Coverage Eligibility Date, coverage will begin on the Child's Coverage Eligibility Date, provided premiums are paid.

The **Children** definition in the **Glossary** section of the certificate is amended for a Child who is incapable of self-sustaining employment due to permanent intellectual or physical incapacity as follows:

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance. You must submit proof of the Child's incapacity and dependency to us in order to continue coverage that would have otherwise ended due to age. Ongoing proof of incapacity and dependency must be provided, at our expense, when requested by us.

For residents of Colorado

The **Exclusions** provision in the **Accident Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or resulting from injuring oneself intentionally or attempting or committing suicide, whether sane or not is applied only if you were sane when the event occurred.

For residents of Idaho

The **Exclusions** provision in the **Accident Details** section of the certificate is amended as follows:

We will not pay benefits for a claim that is caused by, contributed to by, or resulting from any of the following:

- participation in a felony;
- injuring oneself intentionally or attempting or committing suicide, whether sane or not;
- active participation in a riot or insurrection. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- participating in war or any act of war, whether declared or undeclared;
- elective procedures, cosmetic surgery, or reconstructive surgery unless it is a result of congenital disease or anomaly of a covered dependent child;
- Mental or Nervous Disorders;
- experimental or investigational procedures;
- operating any motorized vehicle while intoxicated;
- operating, learning to operate, serving as a crew member as a professional of any aircraft or hot air balloon as a professional, including those which are not motor-driven, unless flying as a fare paying passenger;
- jumping, parachuting, or falling from any aircraft or hot air balloon, including those which are not motor-driven;
- travel or flight as a professional in any aircraft or hot air balloon, including those which are not motor-driven, if it is being used for testing or experimental purposes, used by or for any military authority, or used for travel beyond the earth's atmosphere;
- practicing for or participating in any professional competitive athletic contests for which any type of compensation or remuneration is received;
- riding or driving an air, land or water vehicle in a professional race, speed or endurance contest; and
- engaging in hang-gliding, bungee jumping, sail gliding, parasailing, parakiting, or BASE jumping as a professional.

The Accidental Death and Dismemberment Benefits are also subject to the following Exclusions. We will not pay benefits for a claim that is caused by, contributed to by, or resulting from any of the following:

- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician.

Additionally, no benefits will be paid for a Covered Loss that occurs prior to the Coverage Effective Date.

The **Newborn Coverage Feature** provision in the **Accident Details** section of the certificate is amended as follows:

Newborn Coverage Feature

Your newborn or newly adopted Children will automatically be covered for 60 days from the moment of live birth if you are insured.

Coverage will only continue if you notify us and enroll your Child for coverage on or before the end of the 60 day period. The appropriate premium (if any) must be received by us within 31 days of the date the monthly premium invoice is received by the Policyholder and a notice of premium (if any) is provided to the Employee.

If you already have coverage for your Children, then all eligible Children will be covered and you do not need to notify us or pay any additional premium for the newly eligible Child.

The **Claim Procedures** provision in the **Claim Provisions** section of the certificate is amended so that notification of a claim decision and payment issued for a Payable Claim happens immediately.

A **Congenital Anomalies** definition has been added to the **Glossary** section of the certificate as follows:

Conditions existing at or from birth that are a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. Significant deviation is defined to be a deviation which impairs the function of the body and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be Congenital Anomalies.

For residents of Indiana

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended so that benefits for which we are liable will be paid immediately or within 30 days after receipt of satisfactory Written Proof of Loss.

The **Children** definition in the **Glossary** section of the certificate is amended as follows:

Any child from moment of birth to age 26 who is:

- your own natural offspring;
- your stepchild;
- your lawfully adopted child as of the earliest of the date:
 - the child is placed in your home or in a medical facility;
 - a petition is filed for you to adopt the child; or
 - an adoption agreement, signed by you that includes your binding obligation to assume financial responsibility for the child;
- a foster child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction;
- any child subject to your legal guardianship; or
- any other child residing with you through legal mandate that is dependent on you for financial support.

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children may not be Insured as both a Child and an Employee.

Your Children may not be Insured by more than one Employee.

For residents of Louisiana

The **Exclusions** provision in the **Accident Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or resulting from a Covered Loss that occurs while an Insured is legally incarcerated in a penal or correctional institution is amended so that if the Insured has not been adjudicated or convicted of a criminal offense, this exclusion would not apply.

The **Claim Procedures** provision in the **Claim Provisions** section of the certificate is amended so that notification of a claim decision and payment issued for a Payable Claim is within 30 days.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended as follows:

Payment of Benefits

Benefits for which we are liable will be paid after we complete the Claims Procedures. All benefits will be paid to you, unless we receive Written authorization to pay them elsewhere. This is an assignment of

benefits. We may be subject to a penalty, payable to you, of double the amount of benefits due to the Insured under the terms of this certificate during the period of delay should we issue any benefit payment after 30 days from the date we receive satisfactory proof. This penalty may also include attorney's fees to be determined by the court.

In the event of your death, any unpaid benefits will be paid to your beneficiary in accordance with the Beneficiary Designation and Change provision.

The **Children** definition in the **Glossary** section of the certificate for "any other child residing with you through legal mandate that is dependent on you for financial support" is amended as follows:

- any other child, including grandchild, residing with you through legal mandate;

The **Children** definition in the **Glossary** section of the certificate is amended to include any other Child if placed following an execution of an act of voluntary surrender on the date on which the act of voluntary surrender becomes irrevocable.

For residents of Minnesota

The state of **Minnesota** requires us to notify you that the provisions in the Policy, including those in the Certificate of Coverage, conform to the minimum requirements of Minnesota law. The minimum requirements of Minnesota law will apply to your claim.

The **Exclusions** provision in the **Accident Details** section of the certificate is amended so that any exclusion for claims caused by, contributed to by, or resulting from injuring oneself intentionally or attempting or committing suicide, whether sane or not, is amended by removing the phrase, "or attempting or committing suicide".

The **Exclusions** provision in the **Accident Details** section of the certificate is amended so that any exclusion for claims caused by, contributed to by, or resulting from:

- a Covered Loss that occurs while an Insured is legally incarcerated in a penal or correctional institution;

is removed.

The **Newborn Coverage Feature** provision in the **Accident Details** section of the certificate is amended as follows:

Newborn Coverage Feature

Your newborn or newly adopted Children will automatically be covered from their Coverage Eligibility Date if you are insured.

If you do not have coverage for your Child at the time of birth or adoption, you must pay any required additional premium. If we do not receive premium for your newly eligible Child, we may reduce any benefits payable by the amount of the past due premiums applicable to the additional Child.

If you already have coverage for your Children, then all eligible Children will be covered and you do not need to pay any additional premium for the newly eligible Child.

For residents of Montana

The state of **Montana** requires us to notify you that the provisions in the Policy, including those in the Certificate of Coverage, conform to the minimum requirements of Montana law. The minimum requirements of Montana law will apply to your claim.

The **Exclusions** provision in the **Accident Details** section of the certificate is amended for Accidental Death and Dismemberment Benefits as follows:

The Accidental Death and Dismemberment Benefits are also subject to the following Exclusions. We will not pay benefits for a claim that is caused by, contributed to by, or resulting from any of the following:

- an Insured being voluntarily intoxicated; and
- an Insured's voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician.

The **Newborn Coverage Feature** provision in the **Accident Details** section of the certificate is amended as follows:

Newborn Coverage Feature

An Insured's newborn or newly adopted Children will automatically be covered for 31 days from their Coverage Eligibility Date if you are insured.

If you wish to continue Child coverage, you must notify us on or before the end of the 31 day period and pay any additional premium.

If you already have coverage for your Children, then all eligible Children will be covered and you do not need to notify us or pay any additional premium for the newly eligible Child.

The **Overpayment of Claims** provision in the **Claim Provisions** section of the certificate is amended by limiting the right to recover overpayments to 12 months from the date of payment. This provision reads as follows:

We have the right to recover any overpayments for up to 12 months due to:

- Fraud;
- Misstatement of Information; or
- any error we make in processing a claim.

The 12 months we have to recover overpayments will begin:

- for Fraud, on the date the Department of Insurance (DOI) determines insufficient evidence of Fraud exists. If we suspect a claim is overpaid as the result of Fraud, we will report the activity and evidence to the DOI;
- for reasons other than Fraud, including error, omissions, misstatement, misrepresentation, or concealment of information, on the date we have actual knowledge of the invalid claim, overpayment, or other incorrect payment. We will not request reimbursement of an unpaid claim not the result of Fraud more than 24 months from the date of payment, regardless of the date we obtain actual knowledge of the invalid claim, overpayment, or other incorrect information.

We must be reimbursed in full. If it is not possible for you to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments upon Written authorization from you.

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

The **Representation in Applications** provision in the **General Provisions** section of the certificate is amended as follows:

In the absence of Fraud, any statements made by you will be considered a representation and not a warranty. We will not use such statements to avoid insurance, reduce benefits, or deny a claim unless it is included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary.

The **Childbirth** definition in the **Glossary** section of the certificate is amended as follows:

Birth of a child by vaginal delivery or Cesarean section.

Childbirth will be treated as any other Covered Sickness.

For purposes of the definition of **Children** in the **Glossary** section of the certificate, Children are defined as any Children born to age 26.

For residents of Ohio

The **Newborn Coverage Feature** provision in the **Accident Details** section of the certificate is amended as follows:

Newborn Coverage Feature

Your newborn, newly adopted, or Children placed for adoption will automatically be covered for 31 days from their Coverage Eligibility Date if you are insured.

If you wish to continue Child coverage, you must notify us on or before the end of the 31 day period and pay any additional premium.

If you already have coverage for your Children, then all eligible Children will be covered and you do not need to notify us or pay any additional premium for the newly eligible Child.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended so that benefits for which we are liable will be paid immediately or within 30 days after receipt of satisfactory Written Proof of Loss.

The **Children** definition in the **Glossary** section of the certificate for "your lawfully adopted child as of the earliest of the date" is amended as follows:

- your lawfully adopted child as of the earliest of the date;
- the child is placed in your home or in a medical facility;
- you have initiated adoption proceedings;
- a petition is filed for you to adopt the child; or
- an adoption agreement, signed by you that includes your binding obligation to assume financial responsibility for the child.

For residents of South Dakota

The **Exclusions** provision in the **Accident Details** section of the certificate for "operating any motorized vehicle while intoxicated" is replaced with the following:

- commission of a felony while operating any motorized vehicle while intoxicated.

The **Exclusions** provision in the **Accident Details** section of the certificate for Accidental Death and Dismemberment Benefits is amended so that any exclusions for claims caused by, contributed to by, or resulting from any of the following:

- being intoxicated; and
- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician.

are removed.

For purposes of the definition of **Children** in the **Glossary** section of the certificate, Children are defined as any Children born to age 26.

The **Physician** definition in the **Glossary** section of the certificate is amended as follows:

- A person performing tasks that are within the limits of their medical license and is also:
- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction;
 - licensed to practice medicine, 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.

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us. This exclusion does not apply in those areas in which the above mentioned person is the only Physician in the area and acting within the scope of their normal employment.

For residents of Texas

The **Recovery Care Benefits** in the **Accident Highlights** section of the certificate has been amended to add Acquired Brain Injury, Telehealth Service, and Telemedicine Medical Service.

An **Acquired Brain Injury** benefit has been added to the **Recovery Care Benefits** category in the **Accident Details** section of the certificate as follows:

Acquired Brain Injury

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured requires services, therapies, or treatment as a result of an Acquired Brain Injury sustained in a Covered Accident.

For purposes of this benefit, the following are considered services, therapies, and treatment for an Acquired Brain Injury:

- Cognitive Communication Therapy;
- Cognitive Rehabilitation Therapy;
- Community Reintegration Services;
- Neurobehavioral;
- Neurocognitive Therapy and Rehabilitation;
- Neurofeedback Therapy;
- Neurophysiological;
- Neuropsychological;
- Post-acute Transition Services;
- Psychophysiological Testing or Treatment; and
- Remediation.

A Physician must prescribe the services, therapies, or treatment, and they must be performed at a Physician's office or at a Hospital on an inpatient or Outpatient Basis.

Benefit Duration

This benefit is payable up to a maximum of six services, therapies, or treatment per Insured per Covered Accident.

A **Telehealth** benefit has been added to the **Recovery Care Benefits** category in the Accident Details section of the certificate as follows:

Telehealth Service

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured receives the Telehealth Service as a result of a Covered Accident.

The Telehealth Service must be provided within 60 days of the Covered Accident.

For purposes of this benefit, routine examinations or preventive testing do not meet the Benefit Description of Telehealth Service.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

A **Telemedicine Medical Service** benefit has been added to the **Recovery Care Benefits** category in the Accident Details section of the certificate as follows:

Telemedicine Medical Service

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured receives the Telemedicine Medical Service as a result of a Covered Accident.

The Telemedicine Medical Service must be provided within 60 days of the Covered Accident.

For purposes of this benefit, routine examinations or preventive testing do not meet the Benefit Description of Telemedicine Medical Service.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

The **Fraud** provision in the **General Provisions** section of the certificate is amended as follows:

We want to make sure you and your Employer do not incur additional insurance costs as the result of the undermining effects of insurance fraud. We promise to focus on all means necessary to support fraud detection, investigation, and prosecution.

Anyone who knowingly, and with intent to injure, defraud, or deceive us may be guilty of Fraud as determined by a court of law. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

These actions will result in denial of a claim, and are subject to prosecution and punishment to the full extent under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended as follows:

Payment of Benefits

Benefits for which we are liable will be paid after we complete the Claims Procedures. All benefits will be paid to you, unless we receive Written authorization to pay them elsewhere. This is an assignment of benefits. Benefits for Children who are receiving financial and medical benefits through the Texas Department of Human Services will be paid to the Texas Department of Human Services whenever:

- the Texas Department of Human Services is paying benefits pursuant to Chapters 31 and 32 of the Human Resources Code, i.e., financial and medical assistance service programs administered pursuant to the Human Resources Code;
- the parent who is covered by this certificate has possession or access to the Child pursuant to a court order, or is not entitled to access or possession of the Child and is required by the court to pay child support; and
- we are notified at the time of claim that the Child is receiving financial and medical assistance.

In addition, benefits for Children may also be paid to a possessory or managing conservator of the Child if the appointment for that Child was issued by a court in this or another state.

In the event of your death, any unpaid benefits will be paid to your beneficiary in accordance with the Beneficiary Designation and Change provision or, if required, to the Texas Department of Human Services.

The **Glossary** section of the certificate has been amended to include the following definitions:

Cognitive Communication Therapy

Services designed to address modalities of comprehension and expression, including understanding, reading, writing, and verbal expression of information.

Cognitive Rehabilitation Therapy

Services designed to address therapeutic cognitive activities, based on an assessment and understanding of the individual's brain-behavioral deficits.

Community Reintegration Services

Services that facilitate the continuum of care as an affected individual transitions into the community.

Neurobehavioral Testing

An evaluation of the history of neurological and psychiatric difficulty, current symptoms, current mental status, and premorbid history, including the identification of problematic behavior and the relationship between behavior and the variables that control behavior. This may include interviews of the individual, family, or others.

Neurobehavioral Treatment

Interventions that focus on behavior and the variables that control behavior.

Neurocognitive Rehabilitation

Services designed to assist cognitively impaired individuals to compensate for deficits in cognitive functioning by rebuilding cognitive skills and/or developing compensatory strategies and techniques.

Neurocognitive Therapy

Services designed to address neurological deficits in informational processing and to facilitate the development of higher level cognitive abilities.

Neurofeedback Therapy

Services that utilize operant conditioning learning procedure based on electroencephalography (EEG) parameters, and which are designed to result in improved mental performance and behavior, and stabilized mood.

Neurophysiological Testing

An evaluation of the functions of the nervous system.

Neurophysiological Treatment

Interventions that focus on the functions of the nervous system.

Neuropsychological Testing

The administering of a comprehensive battery of tests to evaluate neurocognitive, behavioral, and emotional strengths and weaknesses and their relationship to normal and abnormal central nervous system functioning.

Neuropsychological Treatment

Interventions designed to improve or minimize deficits in behavioral and cognitive processes.

Post-acute Transition Services

Services that facilitate the continuum of care beyond the initial neurological consult through rehabilitation and community reintegration.

Psychophysiological Testing

An evaluation of the interrelationships between the nervous system and other bodily organs and behavior.

Psychophysiological Treatment

Interventions designed to alleviate or decrease abnormal physiological responses of the nervous system due to behavioral or emotional factors.

Remediation

The process(es) of restoring and improving a specific function.

Telehealth Services

A health service, other than a Telemedicine Medical Service, delivered by a licensed or certified health professional acting within the scope of the health professional's license or certification who does not perform a Telemedicine Medical Service that requires the use of advanced telecommunications technology, other than by telephone or facsimile, including:

- compressed digital interactive video, audio, or data transmission;
- clinical data transmission using computer imaging by way of still-image capture and store and forward; and
- other technology that facilitates access to health care services or medical specialty expertise.

Telemedicine Medical Service

A health care service initiated by a Physician or provided by a health professional acting under Physician delegation and supervision, for purposes of patient assessment by a health professional, diagnosis or

consultation by a Physician, treatment, or the transfer of medical data, that requires the use of advanced telecommunications technology, other than by telephone or facsimile, including:

- compressed digital interactive video, audio, or data transmission;
- clinical data transmission using computer imaging by way of still-image capture and store and forward; and
- other technology that facilitates access to health care services or medical specialty expertise.

For residents of Utah

The **Burns** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to diagnose the Burn within 90 days of the Covered Accident or as soon as reasonably possible.

The **Concussion** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to diagnose the Concussion within 14 days of the Covered Accident or as soon as reasonably possible.

The **Connective Tissue Damage** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to diagnose the Connective Tissue Damage within 90 days of the Covered Accident or as soon as reasonably possible.

The **Dislocations** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to set the dislocated joint within 90 days of the Covered Accident or as soon as reasonably possible.

The **Eye Injury** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to remove the object within 90 days of the Covered Accident or as soon as reasonably possible.

The **Fractures** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to confirm the bone fracture within 90 days of the Covered Accident by X-ray or other medical imaging study or as soon as reasonably possible.

The **Internal Injuries** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to diagnose the Internal Injury within 90 days of the Covered Accident or as soon as reasonably possible and to remove "internal bleeding" from the description criteria of Internal Injuries.

The **Knee Cartilage (Meniscus) Injury** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to confirm the Knee Cartilage (Meniscus) Injury within 90 days or as soon as reasonably possible of the Covered Accident by an MRI, other medical imaging study, or Surgical Procedure.

The **Lacerations** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to treat the Laceration within three days of the Covered Accident or as soon as reasonably possible.

The **Loss of a Digit** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to treat the Loss of a Digit within 90 days of the Covered Accident or as soon as reasonably possible.

The **Ruptured or Herniated Disc** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to diagnose the Ruptured or Herniated Disc within 90 days of the Covered Accident or as soon as reasonably possible.

The **Ambulance** benefit in the **Accident Details** section of the certificate has been amended to allow the Ambulance transportation within 180 days of the Covered Accident or as soon as reasonably possible.

The **Emergency Department** benefit in the **Accident Details** section of the certificate has been amended to allow the Emergency Department treatment within three days of the Covered Accident or as soon as reasonably possible.

The **Injections to Prevent or Limit Infection** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to administer the injection within 180 days of the Covered Accident or as soon as reasonably possible.

The **Medical Imaging** benefit in the **Accident Details** section of the certificate has been amended to allow Medical Imaging to happen within 180 days of the Covered Accident or as soon as reasonably possible.

The **Pain Management Injections** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to administer the injection within 180 days of the Covered Accident or as soon as reasonably possible.

The **Skin Grafts** benefit in the **Accident Details** section of the certificate has been amended to allow the Insured to receive the Skin Graft within 180 days of the Covered Accident or as soon as reasonably possible.

The **Transfusions** benefit in the **Accident Details** section of the certificate has been amended to allow the Insured to receive the Transfusion within 180 days of the Covered Accident or as soon as reasonably possible.

The **Transportation** benefit in the **Accident Details** section of the certificate has been amended to allow the Transportation within 180 days of the Covered Accident or as soon as reasonably possible.

The **Treatment in a Physician's Office or Urgent Care Facility** benefit in the **Accident Details** section of the certificate has been amended to allow for treatment within 14 days of the Covered Accident or as soon as reasonably possible.

The **Admission** benefit in the **Accident Details** section of the certificate has been amended to allow the Admission and Confinement within 180 days of the Covered Accident or as soon as reasonably possible.

The **Admission - Hospital ICU** benefit in the **Accident Details** section of the certificate has been amended to allow the Admission and Confinement within 180 days of the Covered Accident or as soon as reasonably possible.

The **Daily Stay** benefit in the **Accident Details** section of the certificate has been amended to allow the Confinement within 180 days of the Covered Accident or as soon as reasonably possible.

The **Daily Stay - Hospital ICU** benefit in the **Accident Details** section of the certificate has been amended to allow the Confinement within 180 days of the Covered Accident or as soon as reasonably possible.

The **Short Stay** benefit in the **Accident Details** section of the certificate has been amended to allow the Short Stay within 180 days of the Covered Accident or as soon as reasonably possible.

The **Coma** benefit in the **Accident Details** section of the certificate has been amended to define a Coma as a continuous state of profound unconsciousness characterized by the absence of eye opening, verbal response, and motor response.

The **Exclusions** provision in the **Accident Details** section of the certificate is amended by providing that any exclusion for claims caused by or resulting from commission of or attempt to commit a felony; engaging in an illegal occupation or activity; or participation in a riot, insurrection, or terrorist activity is applied only if you were a voluntary participant.

The **Exclusions** provision in the **Accident Details** section of the certificate is amended so that any exclusion for claims caused by or resulting from "operating any motorized vehicle while intoxicated" reads as follows:

- operating any motorized vehicle while intoxicated in violation of a law. For purposes of this exclusion, "intoxicated" means the Insured's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

The **Exclusions** provision in the **Accident Details** section of the certificate is amended so that any Accidental Death and Dismemberment Benefit claims caused by or resulting from "being intoxicated" reads as follows:

- being intoxicated at the time of the incident while operating a vehicle or other device involved in the incident in violation of a law. For purposes of this exclusion, "intoxicated" means the Insured's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred; and

The **Children** definition in the **Glossary** section of the certificate is amended as follows:

Any child from the moment of birth to age 26 who is:

- your own natural offspring;
- your Spouse's child;
- your lawfully adopted child as of the earliest of the date:
 - the child is placed in your home or in a medical facility. If placement for adoption occurs within 30 days of the child's birth, coverage begins from the moment of birth. If placement for adoption occurs 30 days or more after the child's birth, coverage begins from the date of placement;
 - you have initiated adoption proceedings;
 - a petition is filed for you to adopt the child; or
 - an adoption agreement, signed by you that includes your binding obligation to assume financial responsibility for the child;
- a foster child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction; or
- any other child for whom you are required by court or administrative order to provide coverage for.

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children may not be Insured as both a Child and an Employee.

Your Children may not be Insured by more than one Employee.

The **Hospital** definition in the **Glossary** section of the certificate has been amended as follows:

An institution licensed as a hospital and operating within the scope of its license and provides medically necessary hospital confinement or treatment for sick or injured people.

For purposes of this certificate, the following hospital units meet the Glossary definition of Hospital:

- Hospital Subacute ICU;
- Progressive Care Unit;
- Intermediate Care Unit; and
- Step-Down Unit.

For purposes of this certificate, the following do not meet the Glossary definition of Hospital:

- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a hospice care facility;
- a Rehabilitation or Subacute Rehabilitation Unit;
- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

The **Nurse** definition in the **Glossary** section of the certificate has been amended to be defined as a healthcare professional trained, duly licensed, and operating within the scope of their license, to care for people with Injuries or Sicknesses.

The **Occupational Therapist** definition in the **Glossary** section of the certificate has been amended to be defined as a healthcare professional licensed by the state to practice Occupational Therapy, who performs services which are allowed by their license.

The **Physician** definition in the **Glossary** section of the certificate has been amended to be defined as a person performing tasks that are within the limits of their medical license.

The **Speech Therapist** definition in the **Glossary** section of the certificate has been amended to be defined as a healthcare professional licensed by the state to practice Speech Therapy, who performs services which are allowed by their license.

For residents of Vermont

The state of **Vermont** requires us to notify you that the provisions in the Policy, including those in the Certificate of Coverage, conform to the minimum requirements of Vermont law. The minimum requirements of Vermont law will apply to your claim.

The minimum hours requirement of the **Eligible Groups** provision in the **Accident Highlights** section of the certificate is amended to cover eligible employees working at least 17.5 hours per week.

The **Emergency Dental Repair** benefit in the **Accident Details** section of the certificate has been amended to allow an Emergency Dental Repair to be made within 365 days of the Covered Accident.

The **Injections to Prevent or Limit Infection** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to administer the injection within 365 days of the Covered Accident.

The **Medical Imaging** benefit in the **Accident Details** section of the certificate has been amended to allow Medical Imaging to happen within 365 days of the Covered Accident.

The **Pain Management Injections** benefit in the **Accident Details** section of the certificate has been amended to allow a Physician to administer the injection within 365 days of the Covered Accident.

The **Skin Grafts** benefit in the **Accident Details** section of the certificate has been amended to allow the Insured to receive the Skin Graft within 365 days of the Covered Accident.

The **Transfusions** benefit in the **Accident Details** section of the certificate has been amended to allow the Insured to receive the Transfusion within 365 days of the Covered Accident.

The **Treatment in a Physician's Office or Urgent Care Facility** benefit in the **Accident Details** section of the certificate has been amended to allow for treatment within 365 days of the Covered Accident.

The **Rehabilitation or Subacute Rehabilitation Unit** benefit in the **Accident Details** section of the certificate has been amended to allow for a benefit payable up to a maximum of 30 days per Insured per Covered Accident.

The **Exclusions** provision in the **Accident Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or resulting from injuring oneself intentionally or attempting or committing suicide, whether sane or not is applied only if you were sane when the event occurred.

The **Exclusions** provision in the **Accident Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or resulting from any Sickness, bodily infirmity, or other abnormal physical condition, including diagnosis, treatment, or surgery for it is amended to exclude Mental or Nervous Disorders.

The **Exclusions** provision in the **Accident Details** section of the certificate is amended so that any Accidental Death and Dismemberment Benefit claims caused by, contributed to by, or resulting from:

- being intoxicated; and
- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician.

are removed.

The **Autopsy** provision in the **Claim Provisions** section of the certificate is amended so that when we request an Autopsy where it is allowed by law, and not prohibited by the Insured's religion, it will be at our expense.

The **Fraud** provision in the **General Provisions** section of the certificate is amended as follows:

We want to make sure you and your Employer do not incur additional insurance costs as the result of the undermining effects of insurance fraud. We promise to focus on all means necessary to support fraud detection, investigation, and prosecution.

Anyone who knowingly, and with intent to injure, defraud, or deceive us may be guilty of Fraud as determined by a court of law. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

These actions will result in denial of a claim, and are subject to prosecution and punishment to the full extent under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

For purposes of the definition of **Children** in the **Glossary** section of the certificate, Children are defined as any Children born to age 26.

The **Covered Accident** definition in the **Glossary** section of the certificate is amended as follows:

A bodily Injury sustained by an Insured, which is the direct cause of the loss, independent of disease or bodily infirmity and which:

- occurs on or after the Coverage Effective Date;
- occurs while coverage is in force; and
- is not excluded by name or specific description in this certificate.

The **Hospital** definition in the **Glossary** section of the certificate has been amended to remove the following criteria from what does not meet the Glossary definition of Hospital:

- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

The **Mental or Nervous Disorders** definition in the **Glossary** section of the certificate is removed in its entirety.

The **Rehabilitation Unit** definition in the **Glossary** section of the certificate has been amended to remove the following criteria from what does not meet the Glossary definition of Rehabilitation Unit:

- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

The **Subacute Rehabilitation Unit** definition in the Glossary section of the certificate has been amended to remove the following criteria from what does not meet the Glossary definition of Subacute Rehabilitation Unit:

- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

The **Substance Abuse** definition in the **Glossary** section of the certificate is removed in its entirety.

ERISA

Additional Summary Plan Description Information

If the Policy provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. These provisions, together with your Certificate of Coverage, constitute the summary plan description. The summary plan description and the Policy constitute the Plan. Benefit determinations are controlled exclusively by the Policy, your Certificate of Coverage and the information contained in this document.

Name of Plan:

The President and Fellows of Middlebury College Plan

Name and Address of Employer:

The President and Fellows of Middlebury College
152 Maple St
Suite 101
Middlebury, Vermont
05753

Plan Identification Number:

- a. Employer IRS Identification #: 03-0179298
- b. Plan #: 501

Type of Welfare Plan:

Accident

Type of Administration:

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

ERISA Plan Year Ends:

December 31

Plan Administrator, Name, Address, and Telephone Number:

The President and Fellows of Middlebury College
152 Maple St
Suite 101
Middlebury, Vermont
05753
(802) 443-5542

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

Agent for Service of Legal Process on the Plan:

The President and Fellows of Middlebury College
152 Maple St
Suite 101
Middlebury, Vermont
05753

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

Funding and Contributions:

The Plan is funded by insurance issued by Unum Insurance Company, 2211 Congress Street, Portland, Maine 04122, under 682820 011. Contributions to the Plan are made as stated under Paying for Coverage in the Certificate of Coverage.

Employer's Right to Amend the Plan

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

Employer's Right to Request Policy Change

The Employer can request a Policy change. A change to the Policy will be made valid once approved by one of our officers. The change must be in Writing and endorsed on or attached to the Policy.

Cancellation of the Policy by the Employer

The Employer may cancel the Policy by providing us Written notice. In any event of cancellation, coverage will continue through the end of the day the cancellation takes effect.

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

Cancellation or Modification of the Policy by Us

In addition, we may cancel or modify the Policy if the Policy terms are not met, the Employer fails to satisfy its obligations, premium is not paid, a change in the Employer or in the law impacts the benefits payable or the risks insured or, depending on the Policy, at our election after any rate guarantee period.

In any event, we will provide Written notice to the Employer prior to any cancellation or modification date. The Employer may cancel the Policy if it chooses not to accept the Policy modifications made by us.

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

Your Rights Under ERISA

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

Receive Information About Your Plan and Benefits

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

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

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

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

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

Assistance with Your Questions

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

Privacy Notice

This Privacy Notice applies to Unum Group's United States insurance operations and is being provided on behalf of its affiliates listed below ("Unum" "we"), as required by the Gramm-Leach Bliley Act and state insurance laws. This Notice describes how we collect, share, and protect nonpublic personal information (NPI).

COLLECTING INFORMATION

We collect NPI about our customers to provide them with insurance products and services, perform underwriting, provide stop loss coverage, and administer claims. The types of NPI we collect for these purposes may include telephone number, address, Social Security number, date of birth, occupation, income, and medical history, including treatment. 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 perform underwriting, provide stop loss coverage, pay claims, detect fraud, and to provide reinsurance or auditing. We may share NPI with medical providers for insurance and treatment purposes and with insurance support organizations. The organizations 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, with parties for 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.

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.

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, providing your full name, address, telephone number and policy number, to the address below. We will reply within 30 business days of receipt. If you request, we will send copies of the NPI to you or make available to you at our office. 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 the NPI we have about you is incorrect, please write to us and include your full name, address, telephone number and policy number if we have issued a policy, and the reason you believe the NPI is inaccurate. We will reply within 30 business days of receipt. If we agree with you, we will correct the NPI and

notify you and insurance support organizations that may have received NPI from us in the preceding 7 years. We will also, if you ask, notify any person who may have received the incorrect NPI from us in the past 2 years.

If we disagree with you, we will tell you we are not going to make the correction and 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 and 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 to be accessible. We will include your statement any time the disputed NPI is reviewed or disclosed. We will also give the statement to insurance support organizations that gave us NPI and to any person designated by you, if we 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. You may submit a written request for the reason(s) for our decision within 90 business days of our decision. We will reply within 21 business days of receipt with the specific reasons, if not initially furnished, and specific items of information that supported our decision.

CONTACTING US

For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit: unum.com/privacy or coloniallife.com. You may also write to: Privacy Officer, Unum, 2211 Congress Street, B267, Portland, Maine 04122 or at Privacy@unum.com.

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, Unum Insurance Company, 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 Starmount Life Insurance Company.

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