

AMENDMENT NO. 4

This amendment forms a part of Group Policy No. 538409 issued to Madison Metropolitan School District, the Policyholder.

The entire Policy is replaced by the Policy attached to this amendment.

The effective date of these changes is March 1, 2025.
The changes only apply to disabilities which start on or after the effective date.

The Policy's terms and provisions will apply other than as stated in this amendment.

Dated at Portland, Maine this 4th day of February, 2025.

Unum Life Insurance Company of America

By


Secretary

If this amendment is unacceptable, please sign below and return this amendment to Unum Life Insurance Company of America at Portland, Maine within 90 days of February 4, 2025.

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

Madison Metropolitan School District
Policyholder

By _____
Signature and Title of Officer

Group Long Term Care Insurance Policy

POLICYHOLDER: Madison Metropolitan School District
POLICY NUMBER: 538409
POLICY EFFECTIVE DATE: January 1, 2000
PREMIUM DUE DATES: January 1, 1999 and the first day of each following month
GOVERNING JURISDICTION: WISCONSIN
POLICY ANNIVERSARY: January 1, 2000 and each following January 1

The Wisconsin Insurance Commissioner has established minimum standards for Long Term Care Insurance. This Policy meets those standards.

This Policy covers certain types of nursing home and home health care services. There may be limitations on the services covered. Read your Policy carefully.

For more information on Long Term Care see the "Guide for Long Term Care" given to you when you applied for this Policy.

This Policy's benefits are NOT related to Medicare.

The certificateholder has a 30 day right to examine the certificate.

This Policy contains a Pre-Existing Conditions Exclusion.

Initial premium rates are guaranteed for 3 years, unless the terms of this Policy are changed. Subsequent rate changes are guaranteed for 2 years.

If, after examining the certificate, the certificateholder is not satisfied for any reason, the certificateholder may withdraw enrollment in this plan by returning the certificate within 30 days of its delivery. The certificate, together with a written request for such withdrawal, must be sent to the Policyholder's Plan Administrator.

Upon receipt, the certificateholder's insurance will be deemed void from its effective date and any premium contribution(s) paid will be returned.

Renewability: This Policy is renewable on each Policy Anniversary. Unum can terminate this Policy or change the premium rates. Termination will occur only if the Policyholder fails to pay the premiums. If this Policy is terminated, refer to the CONTINUATION OF COVERAGE provision in the TERMINATION OF COVERAGE section for more information.

Unum Life Insurance Company of America will pay the benefits provided in this Policy. Unum makes this promise subject to all of this Policy's provisions. Throughout this Policy, Unum means Unum Life Insurance Company of America.

The Policyholder should read this Policy carefully and contact Unum with any questions.

This Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974.

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



Secretary



President

Unum Life Insurance Company of America

**GROUP LONG TERM CARE
POLICY INDEX**

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ELIGIBILITY

Active or Retired Employees of the Policyholder and their Family Members are eligible for coverage under the Policy. Temporary or seasonal employees are not eligible. Refer to the **TERMS YOU SHOULD KNOW** section for the definitions of Active Employees, Retired Employees and Family Members.

The Policyholder is Madison Metropolitan School District and its following divisions, subsidiaries and affiliated companies:

NONE

When Active Employees become eligible to apply for coverage:

An Active Employee must be continuously employed as an Active Employee for a certain period of time before becoming eligible to apply for coverage. This period of time is called the waiting period.

If a person is an Active Employee on or before the Policy Effective Date, there is no waiting period. The Active Employee will be eligible to apply for coverage on the Policy Effective Date.

If a person becomes an Active Employee after the Policy Effective Date, the waiting period is a period ending on the first day of the month that occurs following the day of active employment. The Active Employee will be eligible to apply for coverage on the date the waiting period is completed.

When rehired employees become eligible to apply for coverage:

Usually, the person must be continuously employed as an Active Employee for the length of the waiting period in order to become eligible to apply for coverage.

However, if:

- the person used to work for the Policyholder, and
- the Policyholder hires the person again within one year from the date the person's employment ended,

UNUM will count as part of the waiting period the time the person was employed as an Active Employee before the person's employment ended.

When Retired Employees become eligible to apply for coverage:

A Retired Employee must continuously meet the definition of a Retired Employee before becoming eligible to apply for coverage.

When Family Members become eligible to apply for coverage:

Family Members will be eligible to apply for coverage on the date the Active Employee is eligible to apply for coverage. Family Members who are eligible to apply for coverage as an Active Employee are only eligible to apply for coverage as an employee.

APPLICATION FOR COVERAGE

When Eligible Persons Can Apply:

- **For an Active Employee:**

The period of time beginning on the date the Active Employee becomes eligible for coverage and ending 30 days after that date is called the first enrollment period.

- **During the first enrollment period**, the Active Employee can apply for coverage without evidence of insurability for amounts that **do not** exceed evidence of insurability limits. Evidence of insurability will be required if the Active Employee is applying for coverage amounts that **do** exceed the evidence of insurability limits, as shown on the SUMMARY OF BENEFITS.
- **After the first enrollment period**, the Active Employee can apply for coverage with evidence of insurability.

- **For all other eligible persons:**

An eligible person can apply for coverage, with evidence of insurability, any time after the date the person becomes eligible for coverage.

How to Apply:

For an Active Employee:

- **During the first enrollment period**, the Active Employee can apply for coverage by filling out a Benefit Election Form. An Application for Long Term Care Insurance which includes evidence of insurability will be required if the Active Employee is applying for coverage amounts that exceed the evidence of insurability limits.
- **After the first enrollment period**, the Active Employee can apply for coverage by filling out a Benefit Election Form and an Application for Long Term Care Insurance which includes evidence of insurability.

For all other eligible persons:

Apply for coverage by filling out a Benefit Election Form and an Application for Long Term Care Insurance which includes evidence of insurability.

Evidence of insurability includes not only the information supplied on the Application for Long Term Care Insurance, but also may include other proof of medical history such as test results, medical exams, Physicians' statements, etc. Genetic test results and AIDS test results are not included. Unum will pay the costs it determines are necessary to obtain any evidence of insurability it requires.

Unum may also request that an insurability assessment be performed. An insurability assessment is a review done by Unum or its designated representative to help in evaluating a person's insurability at the time of application. It may include:

- a telephone interview with the person; or
- a face to face interview with the person at a location selected by Unum or its designated representative.

Unum will use the medical history as well as information obtained through any insurability assessment to help decide whether to accept or decline an Application for Long Term Care Insurance.

WHEN COVERAGE BEGINS

For an Active Employee

- **Coverage applied for within the employee's first enrollment period that does not exceed evidence of insurability limits will begin at 12:01 a.m. on the later of:**
 - the Policy Effective Date; or
 - the first day of the month on or next following the month in which the employee applied for coverage.
- **Coverage applied for within the employee's first enrollment period that does exceed evidence of insurability limits will begin at 12:01 a.m. on the later of:**
 - the Policy Effective Date if Unum approves the employee's Application for Long Term Care Insurance on or before that date, or
 - the first day of the month on or next following the month in which Unum approves the employee's Application for Long Term Care Insurance.
- **Coverage applied for after the employee's first enrollment period will begin at 12:01 a.m. on the first day of the month on or next following the month in which Unum approves the employee's Application for Long Term Care Insurance.**

For all other eligible persons

Coverage applied for will begin at 12:01 a.m. on the later of:

- the Policy Effective Date if Unum approves the eligible person's Application for Long Term Care Insurance on or before that date; or
- the first day of the month on or next following the month in which Unum approves the eligible person's Application for Long Term Care Insurance.

CHANGES IN COVERAGE

An insured person can apply at any time to change coverage by filling out a new Benefit Election Form and Application for Long Term Care Insurance. Changes in coverage will take effect at 12:01 a.m. on the first day of the month on or next following the month in which Unum approves the insured person's Application for Long Term Care Insurance. The premium rate to be paid for any change in coverage is based on an insured person's insurance age. To determine insurance age, subtract the insured person's date of birth from the date the person is applying for the change in coverage.

WHEN COVERAGE WILL BE DELAYED

Active Employees' initial coverage will not begin if they are absent from work because they are injured, sick, temporarily laid off or on a leave of absence on the date that the coverage would normally begin. Coverage will begin at 12:01

a.m. on the first day of the month after the Active Employee returns to work as an Active Employee.

GENERAL INFORMATION

The entire contract for the Policyholder consists of:

- This Policy and any attachments issued to the Policyholder.
- The certificates of insurance and any of their attachments.
- Any signed applications or written statements of the Policyholder or insured persons.

This Policy is issued in consideration of the application and the remittance of the premium. It is subject to the terms and conditions stated on the attached pages.

GUARANTEED RENEWABILITY

This Policy is guaranteed renewable on each Policy Anniversary as long as the Policyholder continues to remit all premiums due within the grace period. The premiums under this Policy may be changed on a class basis according to UNUM's underwriting risk studies under this type of insurance coverage. Any premium rate increase after the initial 4 year period is guaranteed for at least 2 years after its effective date.

This Policy does not replace Workers' or Workmen's Compensation insurance, or affect the requirements for coverage by Workers' or Workmen's Compensation insurance.

This Policy may be changed in part only. Only an officer or a registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to this Policy. No other person, including an agent, may change this Policy or waive any part of it. No changes to this Policy will be made without the written consent of the Policyholder.

Unum cannot contest or void a Policyholder's Policy in the first 2 years that the Policy is in force unless statements made by the Policyholder in the signed application are misrepresentations. However, the long term care insurance plan will end at any time if the Policyholder does not remit to Unum the required premiums for this insurance.

POLICYHOLDER AND UNUM OBLIGATIONS

The Policyholder must give Unum information at regular intervals about people:

- who become eligible to receive coverage,
- who change the amount of their coverage, or
- whose coverage ends.

Unum also will be allowed to look at any of the Policyholder's records that Unum believes have a bearing on this insurance. Unum may do this at any reasonable time.

If the information provided is inaccurate:

- Unum will use the corrected factual information to decide whether the person can receive coverage, and
- Unum will make a fair adjustment of the premium.

For all purposes of this Policy, the Policyholder acts on its own behalf or as the employees' agent. Under no circumstances will the Policyholder be deemed Unum's agent.

Unum will provide certificates to insured persons.

Unum can terminate this Policy by written notice of at least 60 days if the Policyholder fails to remit all premiums due within the Grace Period. If this Policy is terminated, the insured person has a guaranteed right to elect continuation of coverage. However, the right to elect continuation of coverage does not apply if the Policy is terminated due to nonpayment of premium.

This Policy will automatically terminate if the Policyholder does not pay all premiums due within the Grace Period. This Policy will terminate at 12:00 midnight on the last day of the Grace Period.

The Policyholder must pay all of the premiums for the entire time that this Policy is in effect and will be liable to Unum for any premiums that it does not pay.

However, Unum cannot refuse to renew or otherwise terminate this Policy because the insured persons grow older or because of the insured persons' use of the benefits.

The Policyholder can terminate this Policy on any date if it delivers written notice to Unum at least 60 days before the termination date.

This Policy may be terminated less than 60 days after notice of the termination is given. Unum will issue a prorated premium refund for any premium paid beyond the termination date.

If this Policy is terminated, Unum will still pay any payable claim for an insured person's Disability which began while this Policy was in effect.

PREMIUM RATES

The initial premium charges will be figured at the premium rates as shown on the following pages. These charges will not be increased during the initial 4 years in which this policy is in force. UNUM may change the premium rates when the terms of this Policy are changed.

Any change in premium rates after the initial 4 year period is guaranteed for at least 2 years after its effective date. For those insureds age 75 or above and whose long term care policy has been in force for at least 10 years, no change in premium rates will exceed 10%.

Any change in premium rates shall be made by written notice to the Policyholder, and insured persons who are direct billed by UNUM, at least 60 days in advance of the change. Changes may take effect on an earlier date when both UNUM and the Policyholder agree. Any such change will be made on a class basis according to UNUM's underwriting risk studies under this type of insurance coverage.

No change in initial premium rates will become effective prior to January 1, 2004 unless the terms of the Policyholder's plan of insurance are changed.

PREMIUM DUE DATES

The first premium due date will be the Policy Effective Date. The Policyholder, and insured persons who are direct billed by UNUM, must pay all premiums due under this Policy, including any adjustments, on or before the respective premium due dates shown on the face page of this Policy or on the direct bill. Premiums must be paid to UNUM's Home Office in United States Dollars and sent to the address shown on the bill.

The premium due must be paid within the 60 day grace period after the premium due date. If premium is not paid within this time, coverage will automatically terminate at the end of the grace period. However, an additional 30 day extended grace period will be given to insureds who designate another person to receive notification of termination of insurance for nonpayment of premium. That notice will not be sent to the designated person until the 60 day grace period has expired.

PREMIUM ADJUSTMENTS

Premiums for additional, increased, or terminated insurance may cause a pro-rata adjustment on the next premium due date.

Adjustments for premiums will be made only for the current insurance year and the prior insurance year.

In the case of fraud, adjustments for premiums will be made for other insurance years as well.

Unum Life Insurance Company of America

AMENDMENT

This amendment forms a part of the Group Policy issued to the Policyholder.

1. If an employee is on a family or medical leave of absence, Unum will continue coverage under the Policy -- in accordance with the employer's Human Resource policy on family and medical leaves of absence -- as if the employee were in active employment, if the following conditions are met:
 - a. premiums are paid in accordance with the Policy provisions, and
 - b. the employer has approved the employee's leave in writing.
2. Coverage will be continued for up to the greater of:
 - a. the leave period required by the federal Family and Medical Leave Act of 1993, and any amendments;
 - b. the leave period required by applicable state law; or
 - c. the leave period provided in the Policy for the employee's medical leave for sickness or injury.
3. If coverage is not continued during a family or medical leave of absence, upon the employee's return to active employment:
 - a. no new waiting periods will be applied,
 - b. no new pre-existing conditions exclusions or limitations will be applied, and
 - c. no evidence of insurability will be required,to reinstate the coverage in effect on the date before the leave began.
4. If the Policy contains a pre-existing conditions exclusion or limitation provision, the time period in the provision will continue to run through an insured's family or medical leave of absence.
5. If the Policy contains a "Temporary Layoff and Leave of Absence Provision", this provision applies only to leaves other than family and medical leaves of absence.

The effective date of this amendment is August 5, 1993 or the effective date of the Policy, if later.

Signed for the Company at Portland, Maine



President

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

This Certificate of Insurance is a part of the entire contract. This certificate is subject to the terms and conditions stated on the attached pages, all of which are part of the Policy.

The Policy is intended to be a qualified Long Term Care Insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986.

Policy Number: 538409

The Policy contains a Pre-Existing Conditions Exclusion.

Initial premium rates are guaranteed for 3 years, unless the terms of the Policy or Certificateholder's plan of insurance are changed. Subsequent rate changes are guaranteed for 2 years.

- You are entitled to examine a copy of the Policy during regular office hours at the Policyholder's place of business.
- You have a 30 day right to examine this certificate. If, after examining this certificate, you are not satisfied for any reason, you may withdraw your enrollment in this plan by returning this certificate within 30 days of its delivery to you. The certificate, together with a written request for such withdrawal, must be sent to the Policyholder's Plan Administrator. Upon receipt, your insurance will be deemed void from its effective date and any premium contribution(s) paid will be returned.

Renewability: The Policy is renewable on each Policy Anniversary. Unum can terminate the Policy or change the premium rates. Termination will occur only if the Policyholder fails to pay the premiums. If the Policy is terminated, refer to the CONTINUATION OF COVERAGE provision in the TERMINATION OF INSURANCE section for more information.

Throughout this certificate:

"You" or "your" means an "insured" or "covered" Active or Retired employee and "insured" or "covered" Family member.

"Unum" or "we" means Unum Life Insurance Company of America, and

"Policyholder" means Madison Metropolitan School District and its covered divisions, subsidiaries, and affiliated companies.



President

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SUMMARY OF BENEFITS

Elimination Period- 90 consecutive days - To be satisfied in full once per lifetime.
See "TERMS YOU SHOULD KNOW" for details.

BASE COVERAGE

Monthly Benefit Maximum

Long Term Care Facility
\$2,000 to \$6,000 in
\$1,000 increments

Assisted Living Facility
100% of the Long Term Care
Facility Monthly Benefit

Bed Reservation Benefit - Paid as a Long Term Care Facility
or Assisted Living Facility Benefit, depending on where the bed is
reserved. See "BENEFIT INFORMATION" for details.

Professional Home Care Services
100% of the Long Term Care
Facility Monthly Benefit

Respite Care - Paid as Home Care. See "BENEFIT INFORMATION" for details.

ADDITIONAL COVERAGE OPTIONS

Monthly Benefit Maximum *

Uncapped Compound Growth Inflation Protection
5% compounded annually

For example:

A monthly benefit amount of \$1,000 will be increased:

1. by 5% to \$1,050 on January 1st of the next calendar year;
2. by 5% of \$1,050 to \$1,102.50 on the next January 1st; and
3. by 5% of the previous benefit amount on each following January 1st.

As long as your coverage remains in effect, these inflation increases will occur automatically regardless of your health or whether or not you are disabled.

If you decline the inflation option at the time you apply for any coverage, you cannot add it to that coverage at a later date.

*Your Monthly Benefit Maximum will be adjusted to include any inflation option increases, if applicable.

Nonforfeiture Benefit

Refer to BENEFIT INFORMATION section

Lifetime Maximum Amount ** - (Applies to all Long Term Care benefits)

Plan A
36 X the
"Long Term
Care Facility"
amount.

Plan B
72 X the
"Long Term
Care Facility"
amount.

Plan C
Unlimited

****Your Lifetime Maximum Amount will be adjusted to include any inflation option increases, if applicable.**

Evidence of Insurability Limits

Evidence of insurability satisfactory to UNUM is required for:

- Monthly Benefit Maximum Amount(s) greater than \$4,000; or
- an Unlimited Lifetime Maximum Amount.

If UNUM approves your evidence of insurability (i.e. Application for Long Term Care Insurance), the "PRE-EXISTING CONDITIONS EXCLUSION" will be waived for your entire amount(s) of insurance. If UNUM disapproves your evidence of insurability, you will be insured for the amount selected up to the amount that does not exceed the evidence of insurability limit(s). The "PRE-EXISTING CONDITIONS EXCLUSION" will apply.

CHANGES IN COVERAGE

You can apply at any time to change coverage by filling out a new Benefit Election Form and Application for Long Term Care Insurance which includes evidence of insurability. Changes in coverage will take effect at 12:01 a.m. on the first day of the month on or next following the month in which Unum approves your application. The premium rate to be paid for any change in coverage is based on your insurance age. To determine insurance age, subtract your date of birth from the date you are applying for the change in coverage.

WHEN CHANGES IN COVERAGE WILL BE DELAYED

Changes in your coverage will not begin if you are absent from work because you are injured, sick, temporarily laid off or on a leave of absence on the date that the coverage would normally begin. Coverage will begin at 12:01 a.m. on the first day of the month after you return to work as an Active Employee.

DISCRETIONARY AUTHORITY

In making any benefits determination under the Policy, Unum will have the discretionary authority both to determine your eligibility for benefits and to construe the terms of the Policy.

TERMS YOU SHOULD KNOW

When you see these words, here's what Unum means:

"Active Employee" means an employee working for the Policyholder:

- on a full-time basis for earnings that are paid regularly;
- for a minimum of 19 hours per week; and
- at the Policyholder's usual place of business or at a location to which their job requires them to travel.

"Activities of Daily Living" (ADLs) are:

- BATHING - washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower with or without equipment or adaptive devices.
- DRESSING - putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- TOILETING - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- TRANSFERRING - moving into or out of a bed, chair, or wheelchair with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other supportive devices including mechanical or motorized devices.
- CONTINENCE - the ability to maintain control of bowel or bladder function; or, when unable to maintain control of bowel or bladder functions, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- EATING - feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.

"Adult Day Care" means a community-based program offering health, social and related support services to impaired adults. Adult Day Care can be provided by:

- a Home Health Care Provider; or
- an Adult Day Care Facility.

"Adult Day Care Facility" means a facility that operates under applicable state licensing laws and any other laws that apply, or meets the following tests:

- operates a minimum of 5 days a week;
- remains open for at least 6 hours a day;
- is not an overnight facility;
- maintains a written record of care on each patient;
- includes a plan of care and record of services provided;
- has a staff that includes a full-time director and at least one registered nurse who are there during operating hours for at least 4 hours per day;

- has established procedures for obtaining appropriate aid in the event of a medical emergency; and
- provides a range of physical and social services to adults.

"Assisted Living Facility" means:

- an institution that is licensed by the appropriate licensing agency (if licensing is required) to primarily engage in providing ongoing care and services and operates under state licensing laws and any other laws that apply; or
- any other institution that meets all of the following tests:
 - provides 24 hour a day care, custodial services and personal care assistance to support needs resulting from a Disability;
 - has an employee on duty at all times who is awake, trained and ready to provide care;
 - provides 3 meals a day, including special dietary requirements;
 - operates under applicable state licensing laws and any other laws that apply;
 - has formal arrangements for the services of a Physician or nurse to furnish medical care in the event of an emergency;
 - is authorized to administer medication to patients on the order of a Physician; and
 - is not, other than incidentally, a home for the mentally retarded, the mentally ill, the blind or the deaf, a hotel or a home for alcoholics or drug abusers; or

NOTE: These requirements are typically met by Assisted Living Facilities that are either free standing facilities or part of a life care community. In general, they are not met by individual residences, boarding homes or independent living units.

- a similar institution approved by Unum.

"Custodial Care" means the type of care that can be provided by persons without medical skills or extensive training to assist you in performing the Activities of Daily Living.

"Disability" and "Disabled" mean:

- you are unable to perform, without Substantial Assistance from another individual, at least two Activities of Daily Living; or
- you require Substantial Supervision by another individual to protect you from threats to health and safety due to Severe Cognitive Impairment.

"Elimination Period" means the number of **consecutive** days during which you must be Disabled and under the regular care of a licensed or certified professional before benefits become payable. The Elimination Period must be satisfied in full before benefits become payable. If you are Disabled and under the regular care of a licensed or certified professional only for a period of time less than the Elimination Period, the Elimination Period is not considered satisfied at all and no benefits will be paid. Once you have satisfied the required number of con-

secutive days in full, you will never have to satisfy the Elimination Period again in your lifetime.

If your plan includes Professional Home Care Services, each calendar week that you receive at least one day of these services will be counted as seven days towards completing the Elimination Period. However, if you do not receive these services for at least one day within a calendar week, the Elimination Period will begin again.

"Family Members" means:

- the legally married spouse of an Active or Retired Employee;
- the domestic partner of an Active or Retired Employee. A domestic partner is the person named in the Active or Retired Employee's declaration of domestic partnership. The Active or Retired Employee must execute and provide the plan administrator with such a declaration which states and gives proof that the domestic partner has had the same permanent residence as the Active or Retired Employee for a minimum of 12 consecutive months prior to the date insurance would become effective for that domestic partner. The Active or Retired Employee must not have signed a declaration of domestic partnership with anyone else within the last 12 months of signing the latest declaration of domestic partnership. Also, the domestic partner must be at least 18 years of age, competent to contract, not related by blood closer than would bar marriage, the sole named domestic partner, not married to anyone else and the declaration of domestic partnership must be approved and recorded by the plan administrator;
- the natural, adoptive or step-parents/grandparents of an Active or Retired Employee and their spouse or domestic partner;
- the natural, adoptive or step-siblings of an Active or Retired Employee and their spouse or domestic partner;
- the natural, adoptive or step-children of an Active or Retired Employee and their spouse or domestic partner.

Family Members who are eligible for coverage as an Active or Retired Employee are only eligible for coverage as an employee.

To be eligible for coverage, Family Members must be between the ages of 18 and 84.

"Grace Period" means the 45 days immediately following any premium due date during which premium payment must be made.

"Home Health Care Provider" means:

- an organization which is licensed or certified by the appropriate licensing agency of the state where Professional Home Care Services will be provided;
- it is certified as a home health care organization as defined under Medicare;
- it is any other organization that meets all of the following tests:
 - primarily provides skilled nursing care and other therapeutic services;
 - has standards, policies and rules established by a professional group which is associated with the organization;

- includes at least one Physician and one registered nurse;
- maintains a written record of care on each patient; and
- includes a plan of care and record of services provided; or
- a similar organization approved by Unum.

"Hospice Care" means a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician in a Hospice Care Facility that is licensed, certified or registered in accordance with state law.

"Intermediate Care" means basic care including physical, emotional, social and other restorative services under periodic medical supervision. This nursing care requires the skill of the registered nurse in administration, including observation and recording of reactions and symptoms, and supervision of nursing care.

"Licensed Health Care Practitioner" means any Physician, and any registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

"Lifetime Maximum Amount" means the maximum Unum will pay you for all long term care benefits. You have your own Lifetime Maximum Amount.

"Long Term Care Facility" means:

- an institution, or a distinctly separate part of a hospital, that is licensed or certified as a nursing home (if licensing or certification is required) or operates under the law as a nursing home to provide skilled or intermediate nursing care or custodial care and operates under state licensing laws and any other laws that apply; or
- any other institution that meets all of the following tests:
 - is operated as a health care facility under applicable state licensing laws and any other laws;
 - primarily provides nursing care under the orders of a Physician;
 - provides patient care under the supervision of a registered nurse or a licensed practical nurse;
 - regularly provides room and board and continuous 24 hour a day nursing care of sick and injured persons;
 - maintains a daily medical record of each patient who must be under the care of a Physician;
 - is authorized to administer medication to patients on the order of a Physician; and
 - is not, other than incidentally:
 - a home for the mentally retarded, the mentally ill, the blind or the deaf, alcoholics or drug abusers, or
 - a hotel, a domiciliary care home or a residence; or
- a similar institution approved by Unum.

"Physician" means a person who is operating within the scope of his/her license, and is either:

- licensed to practice medicine and surgery and prescribe and administer drugs; or
- legally qualified as a medical practitioner and required to be recognized, under this plan for insurance purposes, according to the insurance laws of the governing jurisdiction.

Unum will consider a person to be a Physician only when the person is performing tasks that are within the limits of the person's medical license. Unum will not recognize the following as Physicians for claims that you make to Unum for long term care insurance:

- you, or
- your spouse, daughter, son, parent, sister, brother, grandparent or grandchild.

"Pre-Existing Condition" means any condition that exists for which medical advice was given or treatment was recommended by or received from a Physician within six months before the effective date of coverage.

"Professional Home Care Services" means:

- visits to your residence by a Home Health Care Provider to provide skilled nursing care; physical, respiratory, occupational, dietary or speech therapy; and homemaker services. Each one hour or more per day of a Home Health Care Provider's services will be considered one visit;
- Adult Day Care; or
- Hospice Care.

The treatment and services you receive must be provided pursuant to a written plan of care developed by a Licensed Health Care Practitioner.

Professional Home Care Services do not include services performed by your spouse, daughter, son, parent, sister, brother, grandparent or grandchild through a Home Health Care Provider or an Adult Day Care Facility.

"Respite Care" means care provided to you for a short period of time to allow your informal caregiver a break from their caregiving responsibilities.

"Retired Employee" means an employee who has retired from active employment with the Policyholder.

A Retired Employee under age 85 is eligible for the plan.

"Severe Cognitive Impairment" means a severe deterioration or loss in intellectual capacity, as reliably measured by clinical evidence and standardized tests in:

- short or long term memory;
- orientation to people, place or time; and
- deductive or abstract reasoning.

Such deterioration or loss requires Substantial Supervision by another individual for the purpose of protecting you from harming yourself or others. The loss can result from a Disability, Alzheimer's disease, or similar forms of dementia.

"Skilled nursing care" means care furnished on a Physician's orders which requires the skills of professional personnel such as a registered or licensed practical nurse and is provided either directly by or under the supervision of these personnel.

"Substantial Assistance" means stand-by assistance by another person without which you would not be able to safely and completely perform the ADL.

"Substantial Supervision" means the presence of another individual for the purpose of protecting you from harming yourself or others.

BENEFIT INFORMATION

WHEN YOU ARE ELIGIBLE FOR A MONTHLY BENEFIT

You are eligible for a Monthly Benefit after:

- you become Disabled;
- you are receiving services in a Long Term Care Facility or Assisted Living Facility; (or Professional Home Care Services if your plan includes a Professional Home Care Service Benefit); (or Total Home Care if your plan includes a Total Home Care Benefit);
- you have satisfied your Elimination Period; and
- a Physician has certified that you are unable to perform (without Substantial Assistance from another individual) two or more ADLs for a period of at least 90 days, or that you require Substantial Supervision by another individual to protect you and others from threats to health or safety due to Severe Cognitive Impairment. You will be required to submit a Physician certification every 12 months.

A Monthly Benefit will become payable once all of these requirements are met.

The treatment and services you receive for your Disability must be provided pursuant to a written plan of care developed by a Licensed Health Care Practitioner.

AMOUNT OF MONTHLY BENEFIT

The amount of your monthly benefit will be based on the coverage options you chose from the SUMMARY OF BENEFITS and the place of residence used for long term care. See your SCHEDULE OF LONG TERM CARE BENEFITS form to determine the amount we will pay you each month.

If your plan includes Professional Home Care Services, the benefit payment will be based on the number of days you receive these services each month.

A monthly benefit payable for less than one month will be paid based on the actual number of days in the month in which you are eligible for a monthly benefit.

WHEN MONTHLY BENEFITS ARE PAID

Unum will send you a lump sum payment to cover the period between the day you became eligible for monthly benefit payments and the day you were approved for these payments. Unum will then send you a payment each month for days you were eligible to receive benefits during the prior month.

WHEN MONTHLY BENEFIT PAYMENTS END

We will continue monthly benefit payments until the earliest of the following dates:

- the date you are no longer Disabled and under the regular care of a licensed or certified professional;
- the expiration of your Physician certification;
- the date you are no longer eligible for a monthly benefit under the plan of coverage you chose;

- the date your total benefit payments equal the Lifetime Maximum Amount; or
- the date you die.

WAIVER OF PREMIUM

Once benefits become payable, there will be no more cost for your coverage as long as you are Disabled. If you do not receive Professional Home Care Services for a period of 30 consecutive days, premium payments will again become due. If benefits are no longer payable, you **must** resume premium payments to continue your coverage. Premiums are **not waived** while you are receiving a payment for Respite Care.

RECURRENT DISABILITY

You will not have to complete a new Elimination Period if you become Disabled again after the date we stopped making monthly benefit payments to you for your previous Disability.

RESPITE CARE BENEFITS

If you are eligible for a home care benefit but are not yet receiving monthly payments because you:

- have not yet completed the Elimination Period; or
- have completed the Elimination Period but have chosen to postpone receipt of benefits in order to preserve your Lifetime Maximum Amount

we will pay a benefit equal to 1/30th of your home care benefit for each day that you receive Respite Care up to a maximum of 15 days per calendar year.

When filing a claim for Respite Care Benefits, you must clearly indicate on the claim form that you are requesting payment for Respite Care only.

Payments made to you for Respite Care will reduce your Lifetime Maximum Amount.

Respite Care may be provided to you by:

- a formal caregiver, such as a Home Health Care Provider, an Adult Day Care Facility, a registered nurse, a licensed practical nurse, etc., or
- an informal caregiver such as your friends or relatives.

BED RESERVATION BENEFIT

If you are receiving a Long Term Care Facility or Assisted Living Facility monthly benefit and your stay in the Facility is interrupted because you are hospitalized, we will continue to pay the monthly benefit if a charge is made to reserve your accommodations in the Facility.

If your stay is interrupted because you are hospitalized while you are completing your Elimination Period, such days will be used to help satisfy this period.

Bed Reservation days will be limited to 15 days per calendar year.

NONFORFEITURE BENEFIT (Shortened Benefit Period)

If you have chosen this benefit and your premium payments stop after your coverage has been in force for at least three years, you will be eligible for a Nonforfeiture Benefit. This means that your coverage would continue automatically with the same level of benefits, except for a reduction in your Lifetime Maximum Amount. Your Lifetime Maximum Amount under this Nonforfeiture Benefit will be equal to the total premium paid up to the date you stopped paying premiums.

In no event will the Lifetime Maximum Amount:

- be less than one Long Term Care Facility monthly benefit payment amount; or
- exceed that which would have been paid had you not stopped paying premium.

No inflation protection increases, if included in your plan, will be made after the end of the period for which premiums were last paid to Unum for your coverage.

This Nonforfeiture Benefit is subject to all the terms and conditions of the Policy.

LIMITATIONS AND EXCLUSIONS

Unum will not make long term care payments to you for:

- a Disability caused by war (whether declared or not) or any act of war;
- a Disability caused by attempted suicide (while sane or insane) or self-destruction;
- a Disability caused by a commission of a crime for which you have been convicted under state or federal law or attempting to commit a crime under state or federal law;
- Disabilities or confinements during which you are outside the United States, its territories or possessions for longer than 30 days;
- a Disability caused by voluntary use of any controlled substance unless the controlled substance is prescribed for you by a Physician. ("Controlled substance" is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.);
- a period in which you are confined in a hospital other than if you are confined in a nursing facility that is a distinctly separate part of a hospital, (this exclusion does not apply to those periods covered under the Bed Reservation Benefit); or
- a Disability caused by psychological or psychiatric or mental conditions, regardless of cause, which include:
 - depression,
 - generalized anxiety disorders,
 - personality disorders,
 - schizophrenia,
 - manic depressive disorders, or
 - adjustment disorders

and other conditions that are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or similar methods of treatment.

However, Unum will make payments to you for conditions that are not psychological, psychiatric or mental in nature, including Alzheimer's disease or similar forms of irreversible dementia.

PRE-EXISTING CONDITIONS EXCLUSION

A pre-existing condition is any condition that exists for which medical advice was given or treatment was recommended by or received from a doctor within six months before the effective date of coverage.

Unum will not make any payments to you for a Disability that:

- is caused by, contributed to by, or results from a pre-existing condition, and
- begins during the first six months after your coverage begins.

CLAIM INFORMATION

NOTICE OF CLAIM

You must give us written notice of claim within thirty (30) days of the date you become Disabled. If it is not possible for you to give us notice within this time period, it must be given as soon as reasonably possible.

If you do not have a Long Term Care Notice of Claim Form, you can get one from the Policyholder's Plan Administrator, or your Unum representative, or you can notify Unum in writing that you want to make a claim. If you do not receive the form from Unum within 15 days after writing, send Unum proof of the claim without the form.

PROOF OF CLAIM

You must send Unum proof of claim for long term care payments no later than 90 days after the date you become Disabled. If you cannot send Unum proof within this 90-day period, you must send Unum proof as soon as it is reasonably possible to do so, but in no event more than one year after the time this proof is required.

The proof of your claim must include:

- the date your Disability occurred;
- the cause of your Disability;
- the extent of your Disability;
- certification by a Physician that you are unable to perform (without Substantial Assistance from another individual) two or more ADLs for at least 90 days, or that you require Substantial Supervision by another individual to protect yourself and others from threats to health and safety due to Severe Cognitive Impairment;
- your written plan of care developed by a Licensed Health Care Practitioner;
- such other proof as we may deem necessary.

You must give Unum proof of continued Disability at intervals requested by us. Such proof must be given within 30 days of our request. If it is not possible for you to give us proof of continued Disability within this 30-day period, it must be given as soon as possible. However, proof of continued Disability must be given no later than one year after the time proof is otherwise requested.

Claims for a Professional Home Care Services monthly benefit must also include proof of the number of days these services were provided to you.

Unum may also require a claims assessment as part of the proof of claim. A claims assessment means a review done by Unum or its designated representative to help in evaluating the Disability. It may include a face-to-face interview with you at a location selected by Unum or its designated representative.

HOW TO FILE A CLAIM

You must fill out a Long Term Care claim form and send it to Unum. If you do not have enough information to complete the form, you may send in the Notice of Claim postcard that is attached to the claim form. The claim form must be submitted when all information is available.

After you have filed a claim, Unum may also require you to be examined by a Physician or other medical practitioner of Unum's choice. Unum will pay for the examination. Unum can require an examination as often as it is reasonable to do so. Unum may require you or your authorized representative to give authorization to obtain additional medical and nonmedical information as part of the proof of claim.

LEGAL ACTION

You or your authorized representative may not start legal action on your claim before 60 days after proof of loss has been given to Unum or more than 3 years from the time proof of loss was required.

RIGHT OF RECOVERY

Unum has the right to recover any overpayments made because of any error Unum makes in processing your claim.

RIGHT OF APPEAL

Unum will notify you, in writing, if a claim or any part of a claim is denied. The denial letter will state:

- the specific reason(s) for the denial with reference to the applicable policy provision(s);
- a description of any additional material or information, if any, necessary to complete the claim; and
- an explanation of why the additional material is necessary.

If you are not satisfied with the reason for the denial, you or your representative may ask to have the claim reviewed by Unum's Quality Review Section. The request must be in writing and may include any supporting material or information that may help Unum to review the claim.

With proper authorization, you may request copies of the pertinent documents used for the claim review. In some cases, Unum may request that you provide additional information to assist in the review.

Within 30 days after receipt of the request or after the date all the needed information has been received from you, Unum will notify you or your representative of Unum's determination, in writing. An explanation of the determination will also be provided.

TERMINATION OF COVERAGE

Your coverage will end on the earliest of these dates:

- the date your total benefit payment equals your Lifetime Maximum Amount,
- the date the Policy ends,
- the end of the period for which premiums were last paid to Unum for your coverage,
- the date you die, or

Teachers

If work through last day of school year: August 31st, or

If you leave mid year: end of the month in which worked.

10 Month Employees (Educational Assistant, Food Service, Security Assistant, some Clerical, Play & Learn)

If work through last day of school year: August 31st, or

If you leave mid year: end of the month in which worked.

12 Month Employees (Administrator, Professional, Professional- Instructional, some Clerical, Custodial, Trades)

End of the month in which worked.

If you are absent from work at the Policyholder for any reason, you will continue to be covered for group coverage if the Policyholder continues to pay premiums to Unum.

EXTENSION OF BENEFITS

Termination of coverage will not affect any benefits payable if Disability began while your long term care insurance was in force, and continues without interruption after termination. Such extension of benefits will be limited to the duration of the payment of the Lifetime Maximum Amount.

CONTINUATION OF COVERAGE

If group coverage ends, you may elect converted coverage which means that the same coverage you had under this plan can continue on a direct billing basis. If you are already direct billed, your coverage will automatically transfer to converted coverage.

You may not elect converted coverage if your coverage ended because you stopped paying premiums or if you are not insured under this plan.

Election for converted coverage must be made within 31 days of the date the group coverage ends. You must pay premium directly to Unum for any converted coverage to be continued.

The premium rate schedule for converted coverage may change in the future, depending on the overall use of the benefits by all insured persons or changes in the benefit levels or other risk factors. Any such change will be made on a class basis according to Unum's underwriting risk studies.

Once you have converted your coverage, you can apply at any time to change your coverage by contacting Unum's Home Office. You will need to complete the necessary forms which may include evidence of insurability.

GENERAL INFORMATION

STATEMENTS

Unum considers any statements you make for insurance in any signed application(s) for initial coverage and/or any subsequent changes in coverage to be complete and true to the best of your knowledge and belief. All statements made in any application are considered representations and not warranties (absolute guarantees). If any of these statements are not complete and/or not true at the time they are made, Unum can:

- reduce or deny any claim, or
- terminate insurance from the original effective date.

Unum must use only the statements made in the signed application(s) as a basis for doing this.

Except for fraud, Unum can take these actions only in the first 2 years your initial coverage or change in coverage is in force. There is no time limit for Unum to take these actions if any statements are fraudulent.

INCONTESTABILITY

For a certificate that has been in force for less than six (6) months, Unum may rescind coverage or deny an otherwise valid long term care insurance claim upon a showing of misrepresentation that is material to the acceptance for coverage.

For a certificate that has been in force for at least six (6) months but less than two (2) years, Unum may rescind coverage or deny an otherwise valid long term care insurance claim upon a showing of misrepresentation that is both material to the acceptance for coverage and which pertains to the condition for which benefits are sought.

After a certificate has been in force for two (2) years, it is not contestable upon the grounds of misrepresentation alone, such certificate may be contested only upon a showing that the insured knowingly and intentionally misrepresented relevant facts relating to his/her health.

AGENCY

For all purposes of the Policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed Unum's agent.

PREMIUMS

The premium due must be paid within the Grace Period. If premium is not paid within this time, your coverage will terminate at the end of the Grace Period. However, an additional 30 day extended Grace Period will be given to you if you designated another person to receive notification of termination of insurance for nonpayment of premium. That notice will not be sent to the designated person until the 45 day Grace Period has expired.

Premiums for additional, increased, or terminated insurance may cause a pro-rata adjustment on the next premium due date. If Unum is notified of your death, Unum will refund to your estate, on a pro-rata basis, any part of the premium you paid which applies to the period after death.

The premium rate will not increase because you grow older or because of your use of the benefits. However, the premium rate schedule may change in the future depending on the overall use of the benefits by all insured persons or changes in the benefit levels, plan design or other risk factors. Any such change will be made on a class basis according to Unum's underwriting risk studies under this type of insurance.

REINSTATEMENT

If your coverage terminates because a premium is not paid by the end of the Grace Period, you may request to reinstate your coverage at any time until six months from the coverage termination date.

In order to reinstate your coverage, the following requirements must be met:

- you must complete a reinstatement application;
- Unum must approve that reinstatement application; and
- you must pay all unpaid premium.

If Unum approves your reinstatement application, reinstatement will take effect on the date your coverage was terminated for non-payment of premium.

The reinstatement coverage WILL NOT cover any Disability which is excluded by name or description in the Policy.

REINSTATEMENT OF TERMINATED COVERAGE DUE TO DISABILITY

If you become Disabled and your coverage terminates because premium is not paid by the end of the Grace Period, you may request to reinstate your coverage at any time until five months from the coverage termination date.

In order to reinstate your coverage, the following requirements must be met:

- you must provide proof that your Disability occurred prior to the coverage termination date; and
- you must pay all unpaid premium.

If you meet these requirements, we will reinstate your coverage on the coverage termination date.

The reinstatement coverage WILL NOT cover any Disability which is excluded by name or description in the Policy.

POLICY RENEWABILITY

The Policy is renewable at the option of the Policyholder. This means that the Policy will continue as long as the Policyholder continues to remit the required premiums to Unum.

Your coverage under the plan may be changed, in part only, by Unum. Your coverage under the plan may be changed or ended at the option of the Policyholder.

If your coverage is ended by the Policyholder, you will have a guaranteed right to elect continuation of coverage. However, the right to elect continuation of coverage does not apply if the Policy is terminated due to nonpayment of premium.

ADDITIONAL CLAIM AND APPEAL INFORMATION

APPLICABILITY OF ERISA

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

HOW TO FILE A CLAIM

If you wish to file a claim for benefits, you should follow the claim procedures described in your insurance certificate. Unum must receive a completed claim form. The form must be completed by you or your authorized representative. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum directly.

CLAIM PROCEDURES

The time periods provided in this section will apply to claims procedures under the Policy unless a shorter time period is stated in the Policy.

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

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

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

APPEAL PROCEDURES

The time period provided in this section for submitting an appeal will apply unless a longer time period for submitting an appeal is stated in the Policy.

The time period provided in this section for making a final appeal decision will apply unless a shorter time period for making a final appeal decision is stated in the Policy.

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

1. submit a request for review, in writing, to Unum;
2. 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
3. submit written comments, documents, records and other information relating to the claim to Unum.

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

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

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

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

YOUR RIGHTS UNDER ERISA

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

Receive Information About Your Plan and Benefits

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

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

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials. This does not apply if 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, (for example, if the courts find your claims frivolous) the court may order you to pay these costs and fees.

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.

DISCRETIONARY ACTS

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

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