

AGENDA

CITY COUNCIL MEETING

MONDAY, FEBRUARY 4, 2013

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: In Recognition of Joshua Arizmendi for winning the grand prize in the "Big Dream for the President" contest.

City Council Citation: In Recognition of Joshua Arizmendi for winning the grand prize in the "Big Dream for the President" contest.

Appointment of School Building Committee

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 7, 2013

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 26-12** Communication from WPCA re: Financial Report/Annual Audit pursuant to Ordinance Section 13.04.420, **ACCEPTED AND MADE PART OF THE RECORD.**
- 27-12** Communication from Finance Department re: Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$110,000,000), referred to Budget & Appropriations Committee.
- 28-12** Communication from Labor Relations and Benefits Administration re: Proposed Agreement with The Hartford Life Insurance Basic Life and Accidental Death and Dismemberment Insurance for City Employees for the period of April 1, 2013 - March 31, 2016, referred to Contracts Committee.
- 29-12** Communication from Labor Relations and Benefits Administration re: Proposed Agreement with Unum Short Term and Long Term Disability Income Protection Insurance Policy for Eligible City Employees for the period of March 1, 2013 - February 28, 2015, referred to Contracts Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 30-12** Communication from OPED re: Proposed Resolution concerning Disposition of City-Owned Property located at 956 Main Street – City Savings Bank Building and request Ordering a Public Hearing relative to the same, referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *23-12** Miscellaneous Matters Committee Report re: Appointment of Steve O. McKenzie (R) to the Ethics Commission.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, FEBRUARY 4, 2013
6:30 PM**

ATTENDANCE: Council members: Banta, Taylor-Moye, T. McCarthy, Lyons, Bonney, dePara, Ayala, Martinez, Paoletto, Baker, Holloway

ABSENT: Council members: Brannelly, M. McCarthy, Olson, Brantley, Austin, Vizzo-Paniccia, Blunt, *Silva, Curwen

*= arrived late

Council President McCarthy called the public speaking session to order at 6:42 pm.

The city clerk took the roll call.

The following persons signed up to speak before the city council prior to the public speaking session:

John Marshall Lee – below are his comments:

City Council Comments: February 4, 2013

President McCarthy, Members of the Council, City Clerk Hudson, members of the public, present and viewing the proceedings on television:

Thank you for providing time for the public to speak. Some of us hope that you can hear the specific questions we ask and respond to them. Others hope that the comments themselves stir specific action on your part. For my part I have come to know that the questions I have asked in person and then in emails to each of you receive almost no response. That worries me because I have closely looked at your fiscal governance as a body, the information you officially receive, and the manner in which you address it in meetings. I suggest that your behavior is wanting. As a taxpayer that worries me greatly. Last month I said that you have a duty to be our representatives and in that sense, especially around money, to be a watchdog. I further said that this watchdog seems blind and toothless. Some members of the public found that to be funny. I did not mean it in that way. Rather I wanted to indicate what a serious look by a member of the public reveals. Let me provide some evidence tonight.

The City owes you information on a monthly basis by the fourth Friday of each following month. On January 25 December should have been received. Instead you only had October. The Budget & Appropriations Committee on January 14 questioned OPM Director Sherwood and Finance Kelly-Lenz. They offered no real excuses, because there are none. For instance, the December, 2012 Financial Condition report of the Board of Education was available in mid January. It is based on MUNIS. Why can the public schools be more timely with the data than the City?

RECEIVED
FEB 14 2 31 PM '13

The real concern is that the minutes of the B&A meeting show no real questions or monitoring of what did show up from July- September. The City administration changed line item info for approximately 60 department accounts. The net effect was to reduce Line Item 51000, net on net, by over \$3,600,000. That has to do with Full Time Earned Compensation. Were any employees terminated? Were any positions eliminated? What did this cost cutting mean? No questions from the Council. No comments from the administration. Why not? Is it a big deal? Or was it merely the elimination of much of the budgeted dollars for "ghost expenses". Where will the money be spent? Why have you not asked those questions? Are they your business? Do you care about taxpayer funds?

In that regard I question your process of monitoring and oversight by B&A of the reports. As of October report, Finance Director Kelly-Lenz is providing no narrative for variances, though she is providing info for variance from budget and from previous year report. Without narratives, you appear lost. If you are lost, ask for help, but ask a question. We cannot go on for years with report formats that do not satisfy you.

Finally, another example of the poor job of oversight performed each month is evidence from the Comprehensive Annual Financial Report sent by Director Kelly-Lenz on December 21 but not posted to the City Clerk office until January 28 nor available on the Finance web site until that same week.

Go to the listing of department appropriations in excess of budget in the report from 2011 and you will find OVERexpenditure in 16 areas for a total of \$5,139,359. Advancing to the past year closing June 30, 2012 you will find OVERexpenditures in 26 departments for \$11,444,000. Police at \$4,483,000 and Miscellaneous for nearly \$3 Million should prove embarrassing to anyone who thinks that they are paying attention to City administration. What is going on here? Why is there no public hearing to review the CAFR for the benefit of the Council, the taxpayer and permit the City to share some of the real problems faced by leadership?

The CAFR shows growth of long term obligations like the Internal Service Fund and promises to retirees. If your contract expenses are locked in for the short run, you must monitor and cut in other areas. Get your vision checked. Let the departments believe that you ask hard questions and expect good answers. Stop rolling over and playing dead. The revaluation is scheduled. The Council election comes closer each day. What will you do to prove your worth to taxpayer voters? Time will tell.

John Marshall Lee, 30 Beacon Street, Bridgeport, CT 06605

Clyde Nicholson

Mr. Nicholson spoke about the need for the city council to do something about guns on the street. He emphasized that they need to deal with the problem in another way. He recalled that he asked the police several times for help; noting an incident that occurred at Greens Apartments that is located near the police station on Congress Street. He further emphasized that leadership in the police department is the problem. He expressed that he had nothing but sympathy for the Sandy Hook victims and he said that one big issue is the purchase of assault weapons. He repeated that there is still a big problem with people being gunned down. He stressed again that the police need to address the problem. He strongly voiced that in his opinion *"if a person takes a life in Bridgeport, then they should get life imprisonment"*. He said that folks are afraid for their kids and they don't feel safe. He said that he had real concerns and he was sure that the problems could be solved if

everyone sat down and talked. He offered suggestions to address the problem by making sure that every gun is insured and registered.

Amos Brown

Mr. Brown spoke about assault weapons. He said he was aware of a lot of talk in Connecticut about them; but there is no talk about illegal handguns, which he thought are what's killing our children today. He stressed that nothing was said or done about the problem until the Newtown tragedy. He stated that China out numbers the United States, with twelve (12) murders during 2012; wherein the United States has seen 6,000+ murders. He commented that guns are going out back doors of warehouses and coming from gun shows into our communities. He expressed that our ancestors didn't die for their children to be "murdered" on the streets. He mentioned gang activity that is rampant in Norwalk and the cause for too many killings and he said they have to be stopped. He further mentioned that resources that are taken from police force manpower and he felt strongly that assault weapons definitely have no place for public use, noting they should only be used for the military and the police force.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, FEBRUARY 4, 2013 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Investigation of an unjust termination
and the cause of the high asthma rate.

Mr. Young urged everyone to go to his website www.cecilyoung.com to see airborne particles that he thought could be attributed to the high rate of asthma in the community. He went on to speak about Council members Baker and Holloway to say that they were elected...Council President McCarthy interjected to ask Mr. Young to restrict his comments from talking about personalities. Mr. Young continued to explain that his main concern was to question why his allegations haven't been looked into. He stated that when they put people into authority that look like him...once again Council President McCarthy requested that Mr. Young refrain from personal comments. Mr. Young questioned why nothing has been done to investigate his allegations. He said he believed that he did all he was suppose to do as a taxpayer and in return; he expected some justification or at least for someone to look into his concerns.

Hearing none, the public speaking session was closed.

The public speaking session closed at 7:05 pm.

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

**MONDAY, FEBRUARY 4, 2013
7:00 PM**

**City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut**

ATTENDANCE: Council members: Brannelly, Banta, Taylor-Moye, Brantley, T. McCarthy, Lyons, Bonney, Blunt, dePara, Silva, Ayala, Martinez, Paoletto, Baker, Holloway

ABSENT: Council members: M. McCarthy, Olson, Austin, Vizzo-Paniccia, Curwen

Mayor Finch called the meeting to order at 7:12 pm.

Prayer - the prayer was offered by Council member Taylor-Moye.

Pledge of Allegiance - the pledge was led by Council member Banta.

Mayor Finch announced that the recipient and his mother were ill and unable to attend tonight.

Mayoral Proclamation: In Recognition of Joshua Arizmendi for winning the grand prize in the "Big Dream for the President" contest.

City Council Citation: In Recognition of Joshua Arizmendi for winning the grand prize in the "Big Dream for the President" contest.

Mayor Finch requested a moment of recognition to honor the 100th Anniversary of Rosa Park's birth.

Roll Call - the city clerk took the roll call and announced there was a quorum.

Council President McCarthy announced that the following council members were absent tonight: Council member Vizzo-Paniccia was recovering from surgery; Council member Olson was ill.

Council President McCarthy and Council members Bonney and dePara came forward to present the official badge to the new council member Council member Banta. He congratulated him and welcomed him to the city council; noting that he had great expectations for him.

Council member Banta thanked the city council for the opportunity. He said he was looking forward to serving fairly and he was glad to be a part of the city.

Appointment of School Building Committee

Council President McCarthy stated that Council member Curwen has stepped down from the city council, but he hasn't submitted his official resignation yet. However, the committee needs a full quorum because they do a lot of work. He made a request to appoint a replacement with the newest council member, Council member Banta.

Council member Baker asked for clarification regarding the by-laws for the School Building Committee. Mayor Finch stated that pursuant to the statute there are by-laws. He explained that there are three (3) appointments submitted as a council, by the Mayor and the school board and all these parties impact the committee.

Council member Baker asked if any decisions were made by the city council. Mayor Finch stated that the School Building Committee was established by state law, so the city has no say. However, periodic reviews are conducted to determine design of the schools etc. He further noted the schools that are planned for renovations and replacements estimated at a cost of half a billion dollars.

Council member Holloway stated that the committee meets once per month and reviews drawings by the architects. They discuss how the funds will be spent according to the percentage outlined and the assignments that are given, as to who will actually construct the buildings. Overall, he stated that it's a tough process.

Council President McCarthy thanked Council members Holloway, Martinez and Curwen for their hard work, noting that it has been an arduous task.

Council member Martinez commented that having a council member serve on the committee was beneficial, because varied aspects of the plans are discussed on behalf of the children and parents.

Council member Baker thanked everyone for the information.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 7, 2013

- ** COUNCIL MEMBER BRANNELLY MOVED TO ACCEPT THE MINUTES**
- ** COUNCIL MEMBERS BRANTLEY SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

Council President McCarthy called for a caucus at 7:28 pm.

The caucus ended at 8:15 pm.

Mayor Finch reconvened the meeting at 8:20 pm.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 26-12** Communication from WPCA re: Financial Report/Annual Audit pursuant to Ordinance Section 13.04.420, **ACCEPTED AND MADE PART OF THE RECORD.**
- 27-12** Communication from Finance Department re: Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$110,000,000), referred to Budget & Appropriations Committee.
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- 30-12** Communication from OPED re: Proposed Resolution concerning Disposition of City-Owned Property located at 956 Main Street – City Savings Bank Building and request Ordering a Public Hearing relative to the same, referred to Economic and Community Development and Environment Committee.
- ** COUNCIL MEMBER HOLLOWAY MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

**** COUNCIL MEMBER LYONS SECONDED**

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***23-12** Miscellaneous Matters Committee Report re: Appointment of Steve O. McKenzie (R) to the Ethics Commission.

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE**

**** COUNCIL MEMBER MARTINEZ SECONDED**

**** MOTION PASSED UNANIMOUSLY**

New Business:

**** COUNCIL PRESIDENT McCARTHY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATION RE: GUN CONTROL LEGISLATION REGARDING PENDING LITIGATION IN HARTFORD AND THE CURRENT DANGER POSED TO RESIDENTS IN THE CITY OF BRIDGEPORT**

**** COUNCIL MEMBER BRANNELLY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL PRESIDENT McCARTHY MOVED TO APPROVE RE: GUN CONTROL LEGISLATION REGARDING PENDING LITIGATION IN HARTFORD AND THE CURRENT DANGER POSED TO RESIDENTS IN THE CITY OF BRIDGEPORT**

**** COUNCIL MEMBER BRANNELLY SECONDED**

Council President McCarthy stated that due to the unspeakable tragedy that occurred in Newtown Connecticut; they worked as a council to put together a list of ideas, so that everyone is aware where the City of Bridgeport stands on the issue of gun control. He clarified that the city council firmly believes in the "legal right of gun ownership" and the vote does not restrict that right. The support of the legislation will merely help exercise wise gun control and ensure that a legal gun owner is the person that holds the gun and to promote smart legal legislation. He expressed that when we think about the city in an urban environment, they need to think about children that are walking to and from school but aren't sure whether they will make it back home safely. He recalled and acknowledged the young girl that sang at the Presidential Inauguration and was then killed by random gun violence shortly thereafter. He reiterated that the document submitted will address the

issue. He further clarified that what has been submitted; does not authorize the legislation. However, it will send a message to legislators to rise and address the matter of gun control.

Below is the additional language adopted by the City Council last evening on Pres. McCarthy's Anti-Gun Violence Resolution:

Connecticut Conference of Municipalities (CCM) Gun Control Legislative Proposals

No. 13. Outlaw the possession and purchase of body armor (exempting law enforcement and active military personnel), defined in Connecticut Law as being any material designed to be worn on the body and to provide bullet penetration resistance;

No. 10. Regulate the online purchase and delivery of ammunition by banning the use of rights-of-way for the transportation of ammunition.

It is suggested that this language be inserted on page 2 of the Resolution between the S.32 Lautenber / H.R. 308 McCarthy... "and the first WHEREAS provision on that page. This language will then be part of the gun legislation referenced in No. 1 of the "Now Therefore, Be It Resolved" provision.

**** MOTION PASSED UNANIMOUSLY (ITEM # 31-12)**

***full copy of legislation submitted to city clerk.**

Other business:

**** COUNCIL MEMBER dePARA MOVED SUSPEND THE RULES FOR THE PURPOSE OF ADDING THREE (3) ITEMS TO THE AGENDA**
**** COUNCIL MEMBER PAOLETTO SECONDED**
**** MOTION PASSED UNANIMOUSLY**

1)
**** COUNCIL MEMBER dePARA MOVED TO APPROVE ITEM 25-12 (A) – JOINT BUDGET & MISCELLANEOUS MATTERS REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH RINH THACH**
**** COUNCIL MEMBER HOLLOWAY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

2)

- ** COUNCIL MEMBER dePARA MOVED TO APPROVE ITEM 25-12(B) – JOINT BUDGET & MISCELLANEOUS MATTERS REPORT – BUDGET TRANSFER TO THE FY 2012-2013 GENERAL FUND BUDGET FOR CITY ATTORNEY FROM: CONTINGENCIES ACCOUNT 01610000 57005 (\$825,000) TO: PERSONAL PROPERTY CLAMIS ACCOUNT 01600000 53010 (\$825,000)**
- ** COUNCIL MEMBER BRANNELLY SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

3)

- ** COUNCIL MEMBER dePARA MOVED TO APPROVE ITEM 25-12(C) – JOINT BUDGET & MISCELLANEOUS MATTERS REPORT – SETTLEMENT OF PENDING LITIGATION WITH DONNA LILLAS DENIED.**

Council member dePara stated that the it was the committee's recommendation and unanimous vote to deny.

- ** COUNCIL MEMBER BRANTLEY SECONDED**

It was clarified that a yes vote = in support of the denial

- ** MOTION PASSED UNANIMOUSLY IN FAVOR OF DENIAL**

- ** COUNCIL MEMBER BAKER MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO COMMITTEE**

- ** COUNCIL MEMBER HOLLOWAY SECONDED**

- ** MOTION PASSED UNANIMOUSLY**

- ** COUNCIL MEMBER BAKER MOVED TO REFER RE: INFORMATION/DISCUSSION PERTAINING TO (YOUTH RELATED) ANTI-VIOLENCE SOLUTIONS**

- ** COUNCIL MEMBER BRANTLEY SECONDED**

- ** MOTION PASSED UNANIMOUSLY (ITEM # 32-12)**

- Council member Paoletto reminded everyone about the informational session scheduled on Tuesday, February 5; 6:00 pm-8:00 pm at the City Hall Annex Re: OPED.
- Council member Lyons announced that she attended the police academy graduation. She expressed that she was impressed at the amazing group of police officers that she felt would serve the City of Bridgeport well. She commented that the new officers had good mentors and she thanked the police department, Mayor Finch, the chief of police and police officers.

ADJOURNMENT

**** COUNCIL PRESIDENT McCARTHY MOVED TO ADJOURN
** COUNCIL MEMBER BRANTLEY SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:40 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, FEBRUARY 4, 2013 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Investigation of an unjust termination
and the cause of the high asthma rate.



WATER POLLUTION CONTROL AUTHORITY
for the City of Bridgeport

695 Seaview Avenue • Bridgeport, Connecticut 06607-1628
Telephone (203) 332-5550 • Fax (203) 576-7005

WILLIAM E. ROBINSON
Acting General Manager

COMM. #26-12 Ref'd As ACCEPTED AND MADE PART OF THE RECORD on 02/04/2013.

MEMORANDUM

TO: Fleeta Hudson
City Clerk

FROM: William E. Robinson, Acting General Manager

DATE: January 17, 2013

SUBJECT: WPCA Financial Report for June 30, 2012

Attached are copies of the WPCA's Financial Report for June 30, 2012 which we are filing at your office pursuant to Bridgeport City Ordinance, Section 13.04.420.

Attachments

RECEIVED
CITY CLERK'S OFFICE
2013 JAN 18 A 9:28
TEST
CITY CLERK

Robinson: 13 City Clerk - WPCA Financial Report June 30, 2012

**WATER POLLUTION CONTROL AUTHORITY
FOR THE CITY OF BRIDGEPORT, CONNECTICUT**

FINANCIAL REPORT

JUNE 30, 2012

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

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FINANCIAL STATEMENTS

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BlumShapiro

Accounting | Tax | Business Consulting

Independent Auditors' Report

To the Board of Directors
Water Pollution Control Authority of
the City of Bridgeport, Connecticut

We have audited the accompanying financial statements of the business-type activities of the Water Pollution Control Authority of the City of Bridgeport, Connecticut (the WPCA) as of and for the year ended June 30, 2012 as shown on pages 3-5. These financial statements are the responsibility of the WPCA's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the WPCA's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the financial statements of the Water Pollution Control Authority of the City of Bridgeport, Connecticut, are intended to present the financial position, the changes in financial position and cash flows information of only that portion of the business-type activities of the City of Bridgeport, Connecticut, that is attributable to the transactions of the WPCA. They do not purport to, and do not, present fairly the financial position of the City of Bridgeport, Connecticut, as of June 30, 2012, or the changes in its financial position or its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Water Pollution Control Authority of the City of Bridgeport, Connecticut, as of June 30, 2012 and the changes in its financial position and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Blum, Shapiro & Company, P.C.

December 21, 2012

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

EXHIBIT I

STATEMENT OF NET ASSETS

JUNE 30, 2012

Assets:	
Current:	
Cash and cash equivalents	\$ 3,971,151
Accounts and liens receivable, net of allowances for doubtful accounts of \$4,094,292	5,872,351
Other receivables	2,497,102
Total current assets	<u>12,340,604</u>
Noncurrent:	
Capital assets not being depreciated	12,926,142
Capital assets being depreciated, net of depreciation	114,536,044
Total noncurrent assets	<u>127,462,186</u>
Total assets	<u>139,802,790</u>
Liabilities:	
Current:	
Current portion of long-term debt	5,249,634
Accounts payable and accrued expenses	1,834,359
Accrued interest payable	251,214
Construction contracts payable	905,020
Due to other funds of the City of Bridgeport	342,383
Deferred revenue	141,982
Total current liabilities	<u>8,724,592</u>
Long-term debt, less current portion	<u>41,570,474</u>
Total liabilities	<u>50,295,066</u>
Net Assets:	
Invested in capital assets, net of related debt	80,642,078
Unrestricted	8,865,646
Total Net Assets	<u>\$ 89,507,724</u>

The accompanying notes are an integral part of the financial statements

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2012**

Operating Revenues:	
Sewer user fees	\$ <u>26,778,640</u>
Operating Expenses:	
Operation and maintenance	18,855,394
Depreciation	<u>6,622,070</u>
Total operating expenses	<u>25,477,464</u>
Operating Income	<u>1,301,176</u>
Nonoperating Revenue (Expense):	
Interest income	12,093
Interest expense	(910,263)
Other income	<u>1,304,495</u>
Net nonoperating revenue	<u>406,325</u>
Income Before Capital Contributions	1,707,501
Capital Contributions	<u>4,284,004</u>
Change in Net Assets	5,991,505
Net Assets at Beginning of Year	<u>83,516,219</u>
Net Assets at End of Year	<u>\$ <u>89,507,724</u></u>

The accompanying notes are an integral part of the financial statements

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2012**

EXHIBIT III

Cash Flows from Operating Activities:	
Receipts from customers and users	\$ 25,821,834
Payments to suppliers	(17,658,820)
Payments to employees	(784,467)
Payments for interfund services used	(1,032,835)
Net cash provided by operating activities	<u>6,345,712</u>
Cash Flows from Capital and Related Financing Activities:	
Principal payments on debt	(5,160,278)
Interest paid on debt	(814,413)
Proceeds from notes payable	6,207,864
Proceeds received on capital grants	4,284,004
Purchase of capital assets	(12,352,381)
Net cash used in capital and related financing activities	<u>(7,835,204)</u>
Cash Flows from Noncapital Activities:	
Other income	<u>1,304,495</u>
Cash Flows from Investing Activities:	
Interest received on investments	<u>12,093</u>
Net Decrease in Cash and Cash Equivalents	(172,904)
Cash and Cash Equivalents at Beginning of Year	<u>4,144,055</u>
Cash and Cash Equivalents at End of Year	<u>\$ 3,971,151</u>
Reconciliation of Operating Income to Net Cash Provided by Operating Activities:	
Operating income	\$ 1,301,176
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	6,622,070
Changes in assets and liabilities:	
Decrease in accounts receivable and unbilled usage charges	425,208
Increase in other receivables	(1,056,027)
Decrease in provision for uncollectible accounts	(464,969)
Decrease in due to other funds of the City of Bridgeport	(1,032,835)
Increase in accounts payable and accrued expenses	412,107
Increase in deferred revenues	138,982
Net Cash Provided by Operating Activities	<u>\$ 6,345,712</u>

The accompanying notes are an integral part of the financial statements

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Pursuant to an ordinance approved by the City Council (the Ordinance) of the City of Bridgeport, Connecticut (the City) on April 18, 1988, the Water Pollution Control Authority of the City of Bridgeport, Connecticut (the WPCA) was established, effective July 1, 1988, to operate and maintain the sewage system of the City as a self-sustaining activity. The Ordinance requires the WPCA to adopt its own budget and to be accounted for as a business-type activity of the City. The WPCA is governed by a Board of Directors consisting of nine members, four of whom are City officials and five of whom are appointed by the Mayor of the City and approved by the City Council. The financial statements present only the Water Pollution Control Authority of the City of Bridgeport, Connecticut, and do not purport to, and do not, present fairly the financial position of the City of Bridgeport, Connecticut, as of June 30, 2012, and the changes in its financial position and its cash flows, where applicable, thereof for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Certain operations of the WPCA are conducted by the City and its employees in accordance with an agreement of understanding. This agreement outlines the operating and financial responsibilities of the WPCA and the City and also stipulates the methods by which certain overhead costs incurred by the City for providing these services are to be reimbursed by the WPCA.

B. Basis of Presentation

The accounts of the WPCA are organized on the basis of an enterprise fund, which is considered a separate accounting entity. The operations of the fund are accounted for through a separate set of self-balancing accounts that comprise its assets, liabilities, net assets, revenues and expenses.

C. Basis of Accounting

The WPCA utilizes the accrual basis of accounting, under which revenues are recognized when earned and expenses are recognized when incurred.

D. Accounting Estimates

The preparation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses and expenditures during the reporting period. Actual results could differ from those estimates.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

E. Cash and Cash Equivalents

For purposes of reporting cash flows, the WPCA considers all unrestricted and restricted highly liquid investments with an original maturity term of three months or less when purchased to be cash equivalents.

F. Accounts Receivable

Accounts receivable are carried at the original amount billed less an estimate made for doubtful accounts based on a review of all outstanding amounts on a monthly basis. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts. Recoveries of accounts receivable previously written off are recorded when received.

G. Capital Assets

Property, plant and equipment are stated at cost. Normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Assets being constructed over a period of time are classified as construction in progress. No depreciation is computed on these assets until they are complete and placed into service. Property, plant and equipment are depreciated over the following estimated useful lives:

Facilities and improvements	20-50 years
Equipment	5-20 years

The WPCA capitalizes interest during the period of construction.

H. Compensated Absences

Vacations earned during the year and not taken can be, subject to certain restrictions, carried over to the following fiscal year or partly paid in cash. A liability is accrued for that portion of vacation pay that vests. Unused sick pay is accumulated, subject to certain limitations, for future absences or paid upon death or retirement.

Vested sick leave and accumulated vacation leave is recognized as an expense and liability as the benefits accrue to employees. Nonvested sick leave is recognized to the extent it is expected to be paid.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

I. Due from Other Funds of the City of Bridgeport and Self-Insurance

The City's General Fund pays for all expenses on behalf of the WPCA and bills the WPCA monthly for such expenses, as well as for certain overhead costs incurred by the City in connection with the WPCA's operations. The City also makes the principal and interest payments on its outstanding debt and bills the WPCA for such payments.

The City self-insures for employee health benefits and workers' compensation. The WPCA is charged a premium for health benefits based on rates set by the City. Any underfunding at the City level will result in increased premiums in later years, but is not believed to be material to the WPCA. The WPCA is charged for the workers' compensation claims attributable to its employees based on actual costs. The WPCA recognizes a liability for workers' compensation claims payable and for claims incurred but not reported.

J. Revenues

Revenues are based on the WPCA authorized minimum charges and rates per hundred cubic feet applied to customer consumption of water. The WPCA accrues an estimate for services delivered but not billed at the end of each accounting period. The WPCA distinguished operating revenues and expenses from nonoperating. Operating revenues result from charges to customers for sewer treatment and related services. Operating expenses include the cost of operations, maintenance, sales and service, administrative expenses and depreciation. All revenues and expenses not meeting this definition are reported as nonoperating or capital contributions.

Interest is levied on accounts that are 30 days past due. The WPCA has the authority to file liens on past due accounts. The liens are payable second to property taxes upon transfer of the respective properties.

The WPCA also has an agreement with the Town of Trumbull (Trumbull) for sewage treatment services provided. Trumbull, which is billed for services monthly, has three mains that pass wastewater to the WPCA's Westside treatment facility.

K. Proprietary Fund Accounting

The WPCA follows Statement No. 20 of the Governmental Accounting Standards Board (GASB), *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities that Use Proprietary Fund Accounting*. This Statement provides guidance on the applicability of accounting pronouncements from other standard setting organizations. Under the WPCA's election, it must apply all GASB pronouncements and the following pronouncements issued before November 30, 1989 unless they contradict GASB pronouncements: Statements and Interpretations of the Financial Accounting Standards Board, Accounting Principles Board Opinions and Accounting Research Bulletins of the Committee on Accounting Procedures.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

L. Net Assets

Net assets represent the difference between assets and liabilities. Net assets invested in capital assets, net of related debt, consists of capital assets, net of accumulated depreciation, reduced by any outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net assets are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the WPCA or through external restrictions imposed by creditors, grantors or laws or regulation of other governments. Restricted resources are used first to fund appropriations.

2. CASH AND CASH EQUIVALENTS

As of June 30, 2012, cash and cash equivalents, including balances restricted for repayment of principal and interest on State loans and for capital improvements, consist of the following:

	<u>Total</u>
Demand accounts	\$ 3,969,951
Petty cash	<u>1,200</u>
	<u>\$ 3,971,151</u>

Responsibility for custodial credit risks of deposits rests with the City; accordingly, separate disclosure is not possible.

Disclosure of the City's custodial credit risk of deposits is contained in the City's basic financial statements.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

3. CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2012 was as follows:

	<u>Beginning Balance</u>	<u>Additions/ Transfers</u>	<u>Disposals/ Transfers</u>	<u>Ending Balance</u>
Business-type activities:				
Capital assets not being depreciated:				
Construction in progress	\$ 4,280,313	\$ 9,541,338	\$ (895,509)	\$ 12,926,142
Capital assets being depreciated:				
Buildings and improvements	102,818,579		895,509	103,714,088
Machinery and equipment	16,306,399	927,184		17,233,583
Distribution and collection systems	72,722,695	2,058,535		74,781,230
Vehicles	2,485,855	183,544		2,669,399
Total capital assets being depreciated	<u>194,333,528</u>	<u>3,169,263</u>	<u>895,509</u>	<u>198,398,300</u>
Less accumulated depreciation for:				
Buildings and improvements	(49,305,208)	(4,129,031)		(53,434,239)
Machinery and equipment	(9,862,045)	(785,900)		(10,647,945)
Distribution and collection systems	(15,822,857)	(1,579,186)		(17,402,043)
Vehicles	(2,250,076)	(127,953)		(2,378,029)
Total accumulated depreciation	<u>(77,240,186)</u>	<u>(6,622,070)</u>	<u>-</u>	<u>(83,862,256)</u>
Total capital assets being depreciated, net	<u>117,093,342</u>	<u>(3,452,807)</u>	<u>895,509</u>	<u>114,536,044</u>
Business-Type Activities Capital Assets, Net	\$ 121,373,655	\$ 6,088,531	\$ -	\$ 127,462,186

Total depreciation expense was \$6,622,070 for the year ended June 30, 2012.

Construction in progress consists primarily of costs for the Pump Station Rehabilitation, Construction of the new River St. Pump station and a separation of storm and sanitary sewers.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

4. LONG-TERM DEBT

Long-term debt at June 30, 2012 consists of the following:

2007 General Obligation Bonds issued by the City on behalf of the WPCA, bearing interest at 4% to 6%	\$ 320,000
2009 General Obligation Bonds issued by the City on behalf of the WPCA, bearing interest at 2% to 5.7%	1,716,476
2011 General Obligation Bonds issued by the City on behalf of the WPCA, bearing interest at 1.68% to 6.388%	407,798
2012 General Obligation Bonds issued by the City on behalf of the WPCA, bearing interest at 3% to 5%	1,564,217
State of Connecticut Clean Water Fund loans, bearing interest at 2%	<u>42,811,617</u>
	46,820,108
Less current portion	<u>5,249,634</u>
	<u>\$ 41,570,474</u>

The WPCA does not have the authority to issue debt on its own behalf. All debt issued on behalf of the WPCA is considered debt of the City. The WPCA pays the principal and interest due on its allocable portion of the City's debt.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

The annual debt service requirements on the above debt at June 30, 2012 are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2013	\$ 5,249,634	\$ 874,603	\$ 6,124,237
2014	5,041,682	801,354	5,843,036
2015	5,921,403	1,158,138	7,079,541
2016	5,261,160	674,076	5,935,236
2017	3,626,998	577,262	4,204,260
2018	3,369,953	502,655	3,872,608
2019	3,161,606	431,280	3,592,886
2020	3,013,710	365,294	3,379,004
2021	1,483,910	312,007	1,795,917
2022	1,426,833	277,444	1,704,277
2023	1,425,162	241,308	1,666,470
2024	1,257,804	209,208	1,467,012
2025	1,252,386	174,895	1,427,281
2026	1,185,624	143,881	1,329,505
2027	1,088,514	114,011	1,202,525
2028	1,057,684	84,842	1,142,526
2029	909,293	55,501	964,794
2030	709,556	28,927	738,483
2031	204,153	13,531	217,684
2032	168,961	6,611	175,572
2033	4,082	7	4,089
Total	\$ 46,820,108	\$ 7,046,835	\$ 53,866,943

Long-term liability activity for the year ended June 30, 2012 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Bonds and notes payable:					
General obligation bonds	\$ 2,151,722	\$ 1,989,517	\$ 132,748	\$ 4,008,491	\$ 134,325
Notes payable	43,620,800	4,218,347	5,027,530	42,811,617	5,115,309
Long-Term Liabilities	\$ 45,772,522	\$ 6,207,864	\$ 5,160,278	\$ 46,820,108	\$ 5,249,634

5. INTEREST COST

The total interest cost incurred during the year ended June 30, 2012 was approximately \$910,263.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

6. RISK MANAGEMENT

The WPCA is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The WPCA and the City have implemented a program to account for and finance its uninsured risks of loss. Under this program, the City provides coverage for general liability insurance and employee health insurance and the WPCA finances its own risks for workers' compensation. The WPCA purchases insurance coverage for its other insurable risks. Settled claims have not exceeded commercial coverage in any of the past three years.

The WPCA makes payments to the City for employee health claims based on actuarial estimates. The WPCA does not share in the exposure for the difference between payments to the City and actual claims paid; thus, no claim liability is reported by the WPCA.

For workers' compensation claims, the WPCA makes payments to the City based on actual claims paid by the City relating to WPCA employees. The WPCA recognizes a liability for workers' compensation claims payable and for claims incurred but not reported, based on an actuarial valuation.

Changes in claims liabilities, primarily workers' compensation, during the past two years are as follows:

<u>Fiscal Year Ended June 30,</u>	<u>Claims Payable July 1</u>	<u>Claims and Changes in Estimates</u>	<u>Claims Paid</u>	<u>Claims Payable June 30</u>
2011	\$ 14,611	\$ 12,000	\$ 23,630	\$ 2,981
2012	2,981	8,124	10,697	408

7. EMPLOYEE BENEFITS

Employees of the WPCA are entitled to certain benefits through the City. These benefits include health care benefits and pension benefits. Information with respect to these benefits is contained in the City's basic financial statements.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

8. COMMITMENTS AND CONTINGENCIES

The WPCA is a defendant in various legal actions principally involving property damage and other miscellaneous claims. Based upon the advice of legal counsel, management believes that the ultimate resolution of these matters will not have a material adverse effect on the financial condition or results of operation of the WPCA.

Under various consent decrees issued by the State of Connecticut Department of Environmental Protection (consent decrees), the WPCA is required to bring both of its treatment facilities in compliance with Federal standards and eliminate certain combined storm and sanitary sewers. The estimated cost of these improvements is \$203,000,000. As of June 30, 2012, approximately \$174,000,000 relating to these projects, including capitalized interest, has been incurred and included in property, plant and equipment. Based on current engineering estimates, completion of these projects will be within the next six years. Funding for these improvements is being provided by the State of Connecticut's Clean Water Fund in the form of loans and grants. As of June 30, 2012, the State is committed to providing the WPCA additional funding in the form of loans and grants of approximately \$5,154,000 and \$4,925,000, respectively.

9. PRIVATIZATION AGREEMENT

On April 11, 2003, the WPCA entered into a ten-year agreement (the Agreement) with an independent contractor (the Contractor) to provide operations, maintenance and management services to its two wastewater treatment facilities and systems. The WPCA may terminate the Agreement in its sole discretion, for its convenience and without cause at any time commencing on the third-year anniversary of the commencement date upon 120 days prior written notice to the Contractor. If the WPCA exercises its convenience termination, the WPCA shall not be liable to the Contractor for any demobilization costs, termination fees or any other costs or expenses except for the portion of the service fee due to the Contractor pursuant to the terms of the agreement through the date of termination, the unamortized capital costs and certain other costs.



CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
MARGARET E. MORTON GOVERNMENT CENTER
999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7251 Fax 203-576-7067

ANNE KELLY - LENZ
Finance Director

BILL FINCH
Mayor

COMM. #27-12 Ref'd to Budget & Appropriations Committee on
02/04/2013.

MEMORANDUM

TO: Fleeta Hudson, City Clerk

FROM: Anne Kelly-Lenz, Finance Director 

DATE: January 28, 2013

SUBJECT: **APPROVAL OF TAX ANTICIPATION NOTES**
To Pay Current Expenses and Obligations of the City

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

Encs.

AKL/mr

RECEIVED
CITY OF BRIDGEPORT
2013 JAN 29 12 3 06

CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO.

**APPROVAL OF TAX ANTICIPATION NOTES
To Pay Current Expenses and Obligations of the City**

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport (the "City Council") hereby approves the appropriation of an amount up to \$110,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City's full faith and credit (the "Notes"), in an aggregate amount up to \$110,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses,

as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

BE IT FURTHER RESOLVED, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Notes on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Notes; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes will be issued in one or more series

on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Notes to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Notes and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

BE IT FURTHER RESOLVED, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.



BILL FINCH
Mayor

CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

JANET M. FINCH
Human Resources
Manager
(203) 576-8474

RICHARD D. WEINER
Benefits Manager
(203) 576-7007

Comm. #28-12 Referred to Contracts Committee on 02/04/2013

January 30, 2013

Honorable Fleeta Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find an original and thirteen copies of The Hartford Life Insurance Basic Life and Accidental Death and Dismemberment Insurance for City employees.

The term of the Agreement is from April 1, 2013 through March 31, 2016.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of February 4, 2013.

Sincerely,

Richard D. Weiner
Benefits Manager

RECEIVED
CITY OF BRIDGEPORT
JAN 30 2013

City of Bridgeport

Basic Life and AD&D Insurance Policy 395293

Renewal Date

April 1, 2013



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Introduction

Basic Life Insurance

Demographics & Rate History

Experience Analysis

Premium Summary

Aggregate Summary

Appendix

The information contained herein is intended for the sole use of the Policyholder and Broker(s) of Record. Any other use is prohibited.

Introduction

The Hartford¹ has completed an Annual Policy Review for your current coverage. This review provides important information about the performance and administration of your group program. We believe that as our client, you deserve the information necessary to make informed decisions about your employee benefit programs. The enclosed package is a tool developed in the interest of enabling you to make such decisions.

In addition to this document, your Account Manager is ready to assist you:

Account Manager Shannon Lewie
Phone Number 860-520-2631

**Our commitment to you: We'll be there when you need us
with expertise and tailored solutions to maximize
your benefit and minimize your burden.**

Leading-Edge Self-Service Capabilities

EmployerView®, The Hartford's industry-leading online solution, conveniently delivers valuable information - case information, electronic billing, claim inquiries and much more - to save employers time and minimize hassle.

Through **www.The Hartford At Work.com**, employees can access useful and easy-to-understand information online, making the administration of group benefits even easier for employers.

Employee Assistance Programs That Help Employees and the Bottom Line

Each employer's workforce has distinct needs. That's why The Hartford offers valuable support services to help employees through life's challenges. The Hartford's comprehensive employee assistance programs deliver support and counseling services from experienced professionals. These services are offered through ComPsych® Corporation, the largest provider of employee assistance programs, managed behavioral health, work/life, and crisis intervention services².

Beneficiary Assist®4 provides confidential grief, financial or legal counseling to help beneficiaries manage the emotional, financial and legal aspects of loss. Beneficiary Assist offers valuable and comprehensive benefits at no additional cost, including access to counselors via phone, up to five face-to-face counseling sessions (or equivalent professional time) with a counselor, financial planner, and/or legal advisor, and referrals to resources and community services.

¹ The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Policies sold in New York are underwritten by Hartford Life Insurance Company. Home Office of both companies is Simsbury, CT. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This brochure/presentation explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this brochure and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

² Source: Business Insurance, Largest EAP Provider 2008 Survey, January 2009 edition.

Guidance Resources®⁵ is a full-service, best-in-class Employee Assistance Program (EAP) from The Hartford which provides an independent resource for employees and their dependents to resolve personal and professional issues. Absenteeism and increasing healthcare and disability costs are more challenging than ever for employers. Guidance Resources is available to provide in-depth support for employees and have a positive impact on productivity. This optional EAP service offers valuable benefits to employees and dependents, including counseling for emotional concerns, financial information and resources, work life assistance, and legal consultation. Guidance Resources is offered at a number of different service levels, including telephonic-only, telephonic plus three face-to-face sessions, six face-to-face sessions, or telephonic plus nine face-to-face sessions.

³ Ability Assist® is offered through The Hartford by ComPsych®, the largest provider of employee assistance programs, managed behavioral health, work/life and crisis intervention services. ComPsych is not affiliated with The Hartford and is not a provider of insurance services. For more information on ComPsych, visit www.compsych.com.

Source: Business Insurance, Largest EAP Provider 2008 Survey, January 2009 edition.

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Source: Business Insurance, Largest EAP Provider 2008 Survey, January 2009 edition.

⁵ The GuidanceResources® Program is offered through The Hartford by ComPsych®, the largest provider of employee assistance programs, managed behavioral health, work/life and crisis intervention services. ComPsych is not affiliated with The Hartford and is not a provider of insurance services. For more information on ComPsych, visit www.compsych.com.

Source: Business Insurance, Largest EAP Provider 2008 Survey, January 2009 edition.

Additional Services That Deliver Value to Employees and Save Employers Time and Money

Life Conversations from The Hartford featuring Everest Funeral Planning

We have introduced a new program called Life Conversations from The Hartford that is an innovative personal planning package to provide your employees with online and 24/7 advisor-supported access to a suite of tools and services to guide them through major life decisions. From selecting the appropriate amount of life insurance and creating a will, to at-need services such as funeral planning and grief counseling, Life Conversations provides employees with comprehensive support.

Employers have two options to choose from:

- **Basic Family Life Conversations** – Provides Everest Funeral Planning coverage to employees, spouse/partner and dependents under age 25.
- **Parents Conversations** – If chosen by the employer, extended Parents services are available to employees who are covered under supplemental group life insurance from The Hartford. This option extends Everest coverage to parents and step-parents of the employee and employee's spouse. The additional cost for this option is built into the supplemental life insurance rates. Employees who select basic life insurance coverage will receive the Basic Family features of Life Conversations.

Highlights of our Life Conversations program include:

- **Easy to Navigate** – Life Conversations provides information and support in two distinct categories:
 - **Planning Tools and Services (before a loss)** – Services include understanding and selecting life insurance, program features such as Travel Assistance⁶ and Safe Haven® services, as well as EstateGuidance®⁷ and funeral planning services. Employees receive expert advice, assistance and services from the first nationwide funeral planning and concierge service – Everest³. Everest helps plan for their funeral well ahead of time, making their wishes known electronically and on paper.
 - **At-Need Services (during or after a loss)** – The Hartford has developed at-need services to help your employees and their beneficiaries navigate and cope. These include 24/7 access to funeral concierge services at or near a time of death to help with emotional distress, family support for beneficiaries to receive confidential, professional assistance with emotional, legal and financial concerns through Beneficiary Assist®⁸, and claim assistance support.
- **24/7 Advisor Support** – Available to answer questions and to direct employees to the multiple services available under the program. This includes late night access to a licensed funeral director who can offer support with an unexpected death or phone counseling for a beneficiary who is trying to cope with a loss.

To access the Life Conversations website, simply go to www.hartfordlifeconversations.com.

⁶Travel Assistance is provided by Europ Assistance USA. Europ Assistance USA is not affiliated with The Hartford and is not a provider of insurance services

⁷EstateGuidance® services are provided through The Hartford by ComPsych®, the largest provider of employee assistance programs, managed behavioral health, work/life and crisis intervention services. ComPsych is not affiliated with The Hartford and is not a provider of insurance services. For more information on ComPsych, visit www.compsych.com.

⁸Beneficiary Assist® is offered through The Hartford by ComPsych®, the largest provider of employee assistance programs, managed behavioral health, work/life and crisis intervention services. ComPsych is not affiliated with The Hartford and is not a provider of insurance services. For more information on ComPsych, visit www.compsych.com.

Source: Business Insurance, Largest EAP Provider 2008 Survey, January 2009 edition.

Financial Protection from The Hartford

While employees strongly believe that life insurance is important, there often is a surprisingly large disconnect between the coverage that they say they want, and the coverage that they actually have. In several simple ways, employers can help their employees resolve this disconnect and better fulfill the employees own preferences for appropriate protection and risk reduction.

Based on the findings of The Hartford's 2005 Life Insurance Study, it was recognized that employees see the benefit and importance of such coverage, but that most are not following through to obtain the necessary levels of appropriate coverage.

The study reveals that many employees:

- Are less familiar with life insurance than with auto or health insurance
- Greatly underestimate how many people purchase life insurance
- Don't know what type of coverage they have
- Hold unrealistic expectations about their coverage
- Undervalue the employer's role in providing coverage

What Employers Can Do:

Provide Employees with Access to Life Coverage

- Make premium payment convenient through payroll deduction
- Emphasize the importance that you place on your employees' financial security and well being
- Reassure your employees you are offering important and quality coverage
- Provide coverage some employees might not be able to obtain otherwise

Provide and Promote Highly Desired Features

Respondents to The Hartford's 2005 Life Insurance Literacy Study were asked what particular features of a life insurance policy are most important to them. They expressed the most interest in portability, accelerated benefits, conversion, and services that provide support and help to support beneficiaries. Offering these options may have the added benefit of encouraging employees to obtain the coverage they need and want.

Basic Life Insurance

Demographics

Enrolled Lives	1,562
Female Content	28%
Average Age	50.58

Rate History

	Rates per \$1,000	
Beginning Period	04/01/2010	01/01/2008
Ending Period	10/31/2012	12/31/2009
Rate(s)	0.223	0.217

Basic Life Experience Analysis

Period	Constant Premium	Number of Claims	Total Paid Claims	Number of PW	PW Reserves	Change in Reserves	Total Incurred Claims	Incurred Loss Ratio
3/2012-10/2012	118,898	3	42,056	0	0	-48,763	-6,774	-5.7%
3/2011-3/2012	183,023	11	377,701	0	0	19,346	401,018	219.1%
4/2010-2/2011	165,176	7	232,591	0	0	62,972	298,519	180.7%
Total	467,097	21	652,349	0	0	36,649	692,764	148.3%

A. Paid Premium \$467,097
B. Constant Premium \$467,097
C. Incurred Claims \$692,764
D. Incurred Loss Ratio (C/B) 1.483
Average Paid Claim Amount \$31,064
Claim Incidence Per 1,000 lives 4.83

Experience Rate

$$\frac{148.3\%}{86.6\%} \times 0.223 = 0.382$$

86.6%

Formula Rate

$$(0.384 \times 54\%) + (0.330 \times 46\%) = 0.358$$

Stand Alone Basic ADD Experience

Period	Premium	Claims	Loss Ratio
03/2012-10/2012	\$10,665	12,960	121.5%
03/2011-02/2012	\$15,902	6,480	40.7%
04/2010-02/2011	\$13,697	108,000	788.5%
0			
Total	\$40,264	127,440	

Basic Life Premium Summary

Basic Life

Enrolled Lives	1,562
Volume	\$64,571,000
Rate Basis	Rates per \$1,000
Rate Guarantee	3 years
Monthly Renewal Premium	\$17,563

	Rate(s)	In-force	Renewal
Composite		0.223	0.272
Actives		0.162	0.198
Retirees		1.284	1.617

Stand Alone Basic ADD

Enrolled Lives	1,562
Volume	\$64,571,000
Rate Basis	Rates per \$1,000
Rate Guarantee	3 years
Monthly Renewal Premium	\$1,873

Rate(s)	In-force	Renewal
	0.020	0.029

Aggregate Summary for All Lines

	Inforce Monthly Premium	Renewal Premium	Change
Basic Employee Life	\$14,404	\$17,563	21.9%
Basic ADD	\$1,291	\$1,873	45.0%
Total	\$15,695	\$19,436	23.8%

Definition of Underwriting Terms

Claims Count A/E: In order to analyze the adequacy of the current rate structure, a subset of The Hartford's insured groups are reviewed that share similar demographic and industry characteristics with your company. The review establishes an expectation of claim incidence for your industry and demographic mix. The Claim Count A/E (Actual Claims versus Expected Claims) reflected in your experience is evaluated against The Hartford's expectations.

Life Claim Count A/E: $(\text{Life Claims} + (\text{Premium Waiver Claims} \times 0.5 \times \text{Total Exposure Years}) \div (\text{Total Exposure Years} - 0.5))$

LTD Claim Count A/E: $\text{Total Claims} \div \text{Expected Number of Claims}$

Formula Rate: The Formula Rate is a weighted blend of the Pure Manual Rate and the Manual rate adjusted for the Claim Count A/E. The two rates are blended together using a Credibility percentage.

- Manual Rate is calculated based on your employees' demographic profile, plan design, industry and volume of coverage.
- Credibility is the extent to which The Hartford believes prior results will predict future results. Credibility is calculated based on the number of lives covered and the number of years in the experience period.

Formula Rate: $(\text{Manual Rate} \times \text{Claim Count A/E} \times \text{Credibility}) + (\text{Manual Rate} \times (1 - \text{Credibility}))$

Life Experience Analysis: In order to analyze the adequacy of the current rate structure, all Premiums received during the analysis period are adjusted to the current rate level, shown as "Constant Premium". The "Constant Premium" is then compared to Incurred Claims which is comprised of: Paid Claims, Premium Waiver Reserves, charges for Living Benefits Option and Portability, Statutory Interest, and Incurred But Not Reported Reserves (reserves established for claims incurred during the time period that have not been reported).

Experience Rate: The Experience Rate is calculated based upon prior Premium and Incurred Claims experience. The Permissible Loss Ratio is the percent of Premium The Hartford can allocate to Incurred Claims which allows us to recover expenses associated with administering your benefit program. These expenses contemplate claims activity, account structure complexity, and regularly-updated expense factors. Because expense components fluctuate from year to year, the Permissible Loss Ratio reported for each renewal will subsequently fluctuate.

Experience Rate: $(\text{Incurred Loss Ratio} / \text{Permissible Loss Ratio}) \times (\text{Current Rate})$

Formula Rate: Formula Rate is a weighted blend of your Experience Rate and Manual Rate. Your Manual Rate is based on your employees' demographic profile, plan design, industry, and volume of coverage. The two rates are blended together using a Credibility percentage. Credibility is the extent to which we believe prior results will predict future results. It is developed based upon the number of lives covered and the number of years used in the experience period.

Formula Rate = $(\text{Experience rate} \times \text{Credibility}) + (\text{Manual Rate} \times (1 - \text{Credibility}))$

LTD Experience Analysis: In order to analyze the adequacy of the current rate structure, all premiums received during the analysis period are adjusted to the current rate level, shown above as "Constant Premium". The "Constant Premium" is then compared to total Incurred Claims, which include Disabled Life Reserves and actual benefit payments.

LTD Incurred Claims: The incurred claims reflect the actual claims paid to date plus a high confidence estimate of future claims that will be paid. That estimate is based on claimant-specific data (such as age, gender and cause of disability) and experience assumptions (such as interest rates, claim termination rates and social security approval rates).

STD Experience Analysis: In order to more accurately project the cost of this program using historical results, the incurred claim amounts are compared to the premium generated by the current rate level, shown above as "Constant Premium".

STD Incurred Claims: The Incurred claim amounts are inclusive of paid claims plus reserves that are established for claims that were incurred during the experience period, however paid in the subsequent period.

STD Experience Rate: $(\text{Net Loss Ratio} / \text{Permissible Loss Ratio}) \times \text{Current Rate}$

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AMENDATORY RIDER

This Rider forms a part of all certificates given in connection with Policy Number 395293, issued to CITY OF BRIDGEPORT.

This Rider becomes effective April 1, 2010.

All certificates are hereby amended in the following manner:

With respect to All Full-time and Part-time Active Employees who are class A unaffiliated civil service employees, excluding American Federation of State, County & Municipal employees Local 1522, Council 4 employees, the **Basic Amount of Life Insurance** provision shown in the **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

Basic Amount of Life Insurance

Maximum Amount
\$50,000

In all other respects, the certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.

Richard G. Costello, Secretary

John C. Walters, President



AMENDATORY RIDER

This Rider forms a part of all certificates given in connection with Policy Number 395293, issued to CITY OF BRIDGEPORT.

This Rider becomes effective April 1, 2010.

All certificates are hereby amended in the following manner:

With respect to All Full-time and Part-time Active Employees who are class EX water pollution control authority general manager(s), grants director(s) of labor relations, mayor(s), chief of police(s), or fire chief(s) employees, the **Basic Amount of Life Insurance** provision shown in the **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

Basic Amount of Life Insurance

Maximum Amount
\$75,000

In all other respects, the certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.

Richard G. Costello, Secretary

John C. Walters, President



AMENDATORY RIDER

This Rider forms a part of all certificates given in connection with Policy Number 395293, issued to CITY OF BRIDGEPORT.

This Rider becomes effective October 1, 2011.

All certificates are hereby amended in the following manner:

With respect to All Full-time and Part-time Active Employees who are grants police employees, the **Basic Amount of Life Insurance** provision shown in the **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

Basic Amount of Life Insurance

Maximum Amount
\$60,000

In all other respects, the certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.

Richard G. Costello, Secretary

John C. Walters, President



AMENDATORY RIDER

This Rider forms a part of all certificates given in connection with Policy Number 395293, issued to CITY OF BRIDGEPORT.

This Rider becomes effective April 1, 2010.

All certificates are hereby amended in the following manner:

With respect to All Full-time and Part-time Active Employees who are class Q city attorney employees, the **Basic Amount of Life Insurance** provision shown in the **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

Basic Amount of Life Insurance

Maximum Amount
\$50,000

In all other respects, the certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.

Richard G. Costello, Secretary

John C. Walters, President



AMENDATORY RIDER

This Rider forms a part of all certificates given in connection with Policy Number 395293, issued to CITY OF BRIDGEPORT.

This Rider becomes effective April 1, 2010.

All certificates are hereby amended in the following manner:

With respect to All Full-time and Part-time Active Employees who are class E unaffiliated elected employees, the **Basic Amount of Life Insurance** provision shown in the **Schedule of Insurance** section of the **Life Insurance** portion of Your certificate is amended to read as follows:

Basic Amount of Life Insurance

Maximum Amount
\$50,000

In all other respects, the certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.

Richard G. Costello, Secretary

John C. Walters, President

**YOUR
BENEFIT
PLAN**

CITY OF BRIDGEPORT

Questions about Your Coverage

In the event You have questions regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:

The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999

Or call Us at: 1-800-523-2233

When calling, please give Us the following information:

- 1) the policy number; and
- 2) the name of the policyholder (employer or organization), as shown in Your Certificate of Insurance.

Or You may contact Our Sales Office:

Hartford Life and Accident Insurance Company
Group Sales Department
55 Farmington Avenue
Suite 601
Hartford, CT 06105
TOLL FREE: 866-852-0280
FAX: 860-520-2294

If you have a complaint, and contacts between you and the insurer or an agent or other representative of the insurer have failed to produce a satisfactory solution to the problem, the following states require we provide you with additional contact information:

For Residents of:	Write	Telephone
Arkansas	Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904	1(800) 852-5494
California	State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013	1(800) 927-HELP
Illinois	Illinois Department of Insurance Consumer Services Station Springfield, Illinois 62767	Consumer Assistance: 1(866) 445-5364 Officer of Consumer Health Insurance: 1(877) 527-9431
Indiana	Public Information/Market Conduct Indiana Department of Insurance 311 W. Washington St. Suite 300 Indianapolis, IN 46204-2787	Consumer Hotline: 1(800) 622-4461 1(317) 232-2395 (in the Indianapolis Area)
Virginia	Life and Health Division Bureau of Insurance P.O. Box 1157 Richmond, VA 23209	1(804) 371-9741 (inside Virginia) 1(800) 552-7945 (outside Virginia)
Wisconsin	Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873	1(800) 236-8517 (outside of Madison) 1(608) 266-0103 (in Madison) to request a complaint form.

The following states require that We provide these notices to You about Your coverage:

For residents of:

- Arizona** This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read This certificate carefully.
- Florida** The benefits of the policy providing you coverage are governed primarily by the law of a state other than Florida.
- Maryland** The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all the benefits required by Maryland law.
- Montana** The benefits of the policy providing your coverage are governed primarily by the law of a state other than Montana.

Georgia

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

North Carolina

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
- 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

IMPORTANT TERMINATION INFORMATION

YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THIS CERTIFICATE.

THIS CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THIS CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.

Texas

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call The Hartford's toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de The Hartford para informacion o para someter una queja al:

1-800-523-2233

1-800-523-2233

You may also write to The Hartford at:
P.O. Box 2999
Hartford, CT 06104-2999

Usted tambien puede escribir a The Hartford:
P.O. Box 2999
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or The Hartford first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o The Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).



**CERTIFICATE OF INSURANCE
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Simsbury, Connecticut
(A stock insurance company)**

**Policyholder: CITY OF BRIDGEPORT
Policy Number: GL-395293
Policy Effective Date: April 1, 2010
Policy Anniversary Date: March 1, 2011**

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Richard G. Costello, Secretary

John C. Walters, President

This certificate contains an Accelerated Benefit provision that can pay an amount to You if You are diagnosed as Terminally Ill as outlined in the Accelerated Benefit provision of the certificate. Benefits as specified under this certificate will be reduced upon receipt of an Accelerated Benefit. Receipt of Accelerated Benefits may be taxable. You should consult a personal tax advisor for further information.

A note on capitalization in this Certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

This Certificate provides Life coverage.

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SCHEDULE OF INSURANCE

Cost of Coverage:

Non-Contributory Coverage: Basic Life Insurance

Eligible Class(es) For Coverage: All Full-Time and Part-Time Active Employees who are citizens or legal residents of the United States, its territories and protectorates, excluding temporary, leased or seasonal Employees.

Full-time Employment: at least 20 hours weekly

Part-time Employment: at least 20 hours weekly

With respect to employees hired between the 1st and the 14th of the month:

Eligibility Waiting Period for Coverage:

The first day of the month following the date You were hired

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Policy.

With respect to employees hired between the 15th and the last day of the month:

Eligibility Waiting Period for Coverage:

The first day of the month following 1 month of employment

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Policy.

Life Insurance Benefit

Amount of Life Insurance

Basic Amount of Life Insurance

Maximum Amount

\$25,000

Reduction in Amount of Life Insurance

We will reduce the Amount of Life Insurance for You by any Amount of Life Insurance in force, paid or payable:

- 1) in accordance with the Conversion Right; or
- 2) under the Prior Policy.

ELIGIBILITY AND ENROLLMENT

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date You become a member of an Eligible Class; or
- 3) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

Enrollment: *How do I enroll for coverage?*

For Non-Contributory Coverage, Your Employer will automatically enroll You for coverage. However, You will be required to complete a beneficiary designation form.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

All Effective Dates of coverage are subject to the Deferred Effective Date provision.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition, such coverage will not start until the date You are Actively at Work.

Continuity from a Prior Policy: *Is there Continuity of Coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date, You were not Actively at Work, and would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the lesser of the amount of life insurance:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the last day of the month following the date The Policy terminates;
- 2) the last day of the month following the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 3) the last day of the month following the date the premium payment is due but not paid;
- 4) the last day of the month following the date Your Employer terminates Your employment; or
- 5) the last day of the month following the date You are no longer Actively at Work;

unless continued in accordance with any of the Continuation Provisions.

The Policyholder is required by the laws of the State of Connecticut to give written notice of the termination of The Policy at least 15 days before it happens. This is required even if The Policy is replaced by another group policy. This provision is subject to the terms of the Incontestability provision.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and

4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 12 week(s). If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Lay Off: If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued until the last day of the month following the month in which the layoff commenced. If the lay-off becomes permanent, this continuation will cease immediately.

Disability Insurance: If You are working for the Policyholder and:

- 1) are covered by; and
- 2) meet the definition of disabled under;

a Group Disability Insurance Policy, issued by Us to Your Employer, Your coverage may be continued until the last day of the 12th month after the month in which You became disabled, as defined in the Group Disability Insurance Policy.

Sickness or Injury: If You are not Actively at Work due to sickness or injury, all of Your coverages may be continued:

- 1) for a period of 12 consecutive month(s) from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive month(s).

Family Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage(s) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence terminates prior to the agreed upon date, this continuation will cease immediately.

Continuation During Workers' Compensation: If your Employer is not governed by ERISA and You receive compensation under the Connecticut Workers' Compensation Chapter of the Connecticut General Statutes, Your coverage will be continued until the earliest of:

- 1) the date Your Workers' Compensation terminates; or,
- 2) the date the Policy terminates.

Grievance: If You are on a documented paid grievance leave, Your coverage may be continued up to 12 months following the date the grievance commenced. If the grievance terminates prior to the agreed upon date, this continuation will cease immediately.

Waiver of Premium: *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Eligible Coverages: *What coverages are eligible under this provision?*

This provision applies only to Your Basic Life Insurance.

Disabled: *What does Disabled mean?*

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive month(s), starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 9 month(s) You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Your application for Waiver of Premium, You may be eligible to convert coverage in accordance with the Conversion Right.

If You cease to be Disabled and return to work for a total of 5 days or less during the first 9 month(s) that You are Disabled, the 9 month(s) waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 9 month(s) period. If You return to work for more than 5 days, You must satisfy a new waiting period.

Benefit Payable before Approval of Waiver of Premium: *What if I die before I qualify for Waiver of Premium?*

If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force for You provided:

- 1) You were continuously Disabled;
- 2) the Disability lasted or would have lasted 9 month(s) or more; and
- 3) premiums had been paid for coverage.

Waiver Ceases: *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 60.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right.

Effect of Policy Termination: *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium, Your coverage under the terms of this provision will not be affected.

BENEFITS

Life Insurance Benefit: *When is the Life Insurance Benefit payable?*

If You die while covered under The Policy, We will pay Your Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

Accelerated Benefit: *What is the benefit?*

In the event that You are diagnosed as Terminally Ill while You are:

- 1) covered under The Policy for an Amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit amount as shown below, provided We receive proof of such Terminal Illness.

You must request in writing that a portion of Your Amount of Life Insurance be paid as an Accelerated Benefit.

The Amount of Life Insurance payable upon Your death will be reduced by any Accelerated Benefit Amount paid under this benefit.

You may request a minimum Accelerated Benefit amount of \$3,000, and a maximum of \$100,000. We will not require that You choose a minimum amount that is greater than 25% of Your Amount of Life Insurance. However, in no event will the Accelerated Benefit Amount exceed 80% of Your Amount of Life Insurance. This option may be exercised only once.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$20,000 and are Terminally Ill, You can request any portion of the Amount of Life Insurance Benefits from \$3,000 to \$16,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$13,000 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may be taxable. You should consult a personal Tax Advisor for further information.

Any benefits received under this benefit may be taxable. You should consult a personal Tax Advisor for further information.

If You have executed an Assignment of rights and interest with respect to Your Amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

Terminal Illness or Terminally Ill means a life expectancy of 12 months or less.

Proof of Terminal Illness and Examinations: *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You do not submit proof of Terminal Illness satisfactory to Us We will not pay an Accelerated Benefit.

No Longer Terminally Ill: *What happens to my coverage if I am no longer Terminally Ill?*

If You are diagnosed by a Physician as no longer Terminally Ill and:

- 1) return to an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) do not return to an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

Conversion Right: *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for any Amount of Life Insurance for which You were not eligible and covered under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or

- 2) Coverage for an Eligible Class is terminated;
then You must have been insured under The Policy for 5 years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:
- 1) \$10,000; or
 - 2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

Conversion: *How do I convert my coverage?*

To convert Your coverage, You must:

- 1) complete a Notice of Conversion Right form; and
- 2) have your Employer sign the form.

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the form;

whichever is later. However, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: *What are the Conversion Policy provisions?*

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any Amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision; or
- 2) in accordance with the Continuation Provisions;

until such coverage ends.

Death within the Conversion Period: *What if I die before coverage is converted?*

We will pay the Amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You die within 31 days of date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

GENERAL PROVISIONS

Notice of Claim: *When should I notify the Company of a claim?*

You, or the person who has the right to claim benefits, must give Us, written notice of a claim within 30 days after the date of death.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

We will send forms to the claimant to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Beneficiary Designation (if applicable);
- 4) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability; and
 - c) the prognosis of Your Disability;
- 5) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 6) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 7) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 8) Any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss should be sent within 90 day(s) after the loss. All Proof of Loss should be sent to Us. However, all claims should be submitted to Us within 90 day(s) of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

Claim Payment: *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision.

Claims to be Paid: *To whom will benefits for my claim be paid?*

Life Insurance Benefits will be paid in accordance with the life insurance Beneficiary Designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate; or
- 2) all to Your surviving Spouse; or
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

If benefits are payable and meet Our guidelines, then We may pay benefits into a draft book account (checking account) which will be owned by:

- 1) You, if living; or
- 2) Your beneficiary, in the event of Your death.

The account owner may elect a lump sum payment by writing a check for the full amount in the account. However, an account will not be established for a benefit payable to Your estate.

We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Beneficiary Designation: *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a Power of Attorney.

Claim Denial: *What notification will my Beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your Beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal: *What recourse do my Beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: *Who interprets the terms and conditions of The Policy?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy.

Incontestability: *When can the Life Insurance Benefit of The Policy be contested?*

Except for non-payment of premiums, Your Life Insurance Benefit cannot be contested after two years from its effective date.

No statement made by You relating to Your insurability will be used to contest Your insurance for which the statement was made after Your insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You.

Assignment: *Are there any rights of assignment?*

You have the right to absolutely assign Your rights and interest under The Policy including, but not limited to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: *How does the Company deal with fraud?*

It is a crime if You and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You and/or Your Employer perpetrate insurance fraud.

This provision is subject to the terms of the Incontestability provision.

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

DEFINITIONS

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Employer means the Policyholder.

Non-Contributory Coverage means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

Prior Policy means the group life insurance Policy carried by Your Policyholder on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

Related means Your spouse, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

The Policy means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us or Our means the insurance company named on the face page of The Policy.

You or Your means the person to whom this certificate is issued.



AMENDATORY RIDER

This rider is attached to all certificates given in connection with The Policy and is effective on The Policy Effective Date.

This rider is intended to amend Your certificate, as indicated below, to comply with the laws of Your state of residence. Only those references to benefits, provisions or terms actually included in Your certificate will affect Your coverage. In addition, any reference made herein to Dependent coverage will only apply if Dependent coverage is provided in Your certificate.

For California residents:

- 1) The following is added to the definition of **Spouse**:
Spouse will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) The following is added to the definition of **Dependent Child(ren)**:
Dependent Child(ren) will also include child(ren) of Your California registered domestic partner.

For Colorado residents, the **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

For Louisiana residents:

- 1) The definition of **Dependent Child(ren)** is replaced by the following:
Dependent Child(ren) means:
 - 1) Your unmarried children, stepchildren, legally adopted children;
 - 2) unmarried child who is placed in your home pursuant to an adoption placement agreement; executed with a licensed adoption agency (from the date of placement in your home);
 - 3) an unmarried child who is placed in your home following execution of an act of voluntary surrender (as of the date on which the act of voluntary surrender becomes irrevocable);
 - 4) Your unmarried grandchildren who are in Your legal custody and live with You; or
 - 5) any other children related to You by blood or marriage who live with You in a regular parent-child relationship;provided such children are primarily dependent upon You for financial support and maintenance and are:
 - 1) from live birth to age 21 years;
 - 2) age 21, but under age 24, and in full-time attendance at an accredited institution of learning. If a student is attending a Louisiana vocational, technical, vocational-technical, or trade school or institute on a full-time basis, as defined by the institution, then we will consider the student to have satisfied the requirements of full-time attendance for The Policy;
 - 3) Coverage will be continued for a child up to age 24 who is deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder; or
 - 4) age 21 or older and disabled. Such children must have become disabled before attaining age 21. You must submit proof, satisfactory to Us, of such children's disability.
- 2) The definition of **Dependent** is replaced by the following:
Dependent means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories and protectorates. Any person who is in full-time military service cannot be a dependent, unless that person is subsequently called to military service and any required premium is paid.
- 3) Any and all references to Domestic Partners are hereby deleted.
- 4) The age limit stated in the **Continuation for Dependent Children with Disabilities** provision is increased to 21, if less than 21.
- 5) The following provision is added to the **Period of Coverage** provisions:
Reinstatement after Military Service: If:
 - 1) Your coverage terminates because You enter active military service; and
 - 2) You are rehired within 12 months of the date Your coverage terminated/within 12 months of the date You return from active military service;

then coverage for You and Your previously covered Dependent Spouse/Dependents may be reinstated, provided You request such reinstatement within 31 days of the date You return to work. The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage terminated; and
 - 2) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
 - 3) be subject to all the terms and provisions of The Policy.
- 6) The last paragraph of the **Claims to be Paid** provision is replaced by the following:
In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your funeral or other expenses incident to Your last illness or death. Payment to any person, as shown above, will release Us from liability for the amount paid.
- 7) The exclusion for the **Seatbelt and Air Bag** benefit is replaced by the following:
The Seat Belt and Air Bag Benefit will not be payable if the injured person is operating the Motor Vehicle at the time of Injury while:
- 1) Intoxicated; or
 - 2) under the influence of narcotics, unless administered on the advice of a physician.
- 8) The drug exclusion in the Accidental Death and Dismemberment Exclusions is replaced by the following:
Injury sustained while under the influence of narcotics, unless administered on the advice of a Physician;

For Maryland residents:

- 1) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
- 2) The following is added to the definition of **Spouse**:
Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

For Minnesota residents:

- 1) The term "granted military leave of absence" in the Military Leave of Absence portion of the **Continuation Provisions** section, is amended to "documented military leave of absence."
- 2) The following applies to You if there are more than 25 residents of Minnesota who are covered under The Policy and those 25 residents constitute 25% or more of the total number of people covered under The Policy: The provision titled "**Lay Off**" is deleted from the Continuation Provisions and is replaced by the following:
Lay Off: If You are voluntarily or involuntarily terminated or Laid Off, You may elect to continue Your coverage by making monthly premium payments to the Employer for the cost of continued coverage. You must elect this continued coverage within 60 days from:
 - 1) the date Your coverage would otherwise terminate; or
 - 2) the date You receive a written notice of Your right to continue coverage;whichever is later. The amount of premium charged may not exceed 102% of the premium paid, either by You or the Employer, for life insurance coverage for an Active Employee. The Employer will inform You of:
 - 1) Your right to continue coverage;
 - 2) the amount of monthly premium; and
 - 3) how, where and by when payment must be made.Upon request, the Employer will provide You Our written verification of the cost of coverage. Coverage will continue until the first to occur of:
 - 1) the date You are covered under another group policy; or
 - 2) the last day of the 18th month following the date of termination or layoff.At the end of such 18 month period, You may exercise the Conversion Right if You do so within the time limits described in such provision. However, in lieu of conversion coverage You may accept a policy providing reduced benefits at a reduced premium rate. Minnesota law requires that if Your coverage ends because the Employer fails:
 - 1) to notify You of Your right to continue coverage; or
 - 2) to pay the premium after timely receipt;the Employer will be liable for benefit payments to the extent We would have been liable had You still been covered. Laid Off means that there is a reduction in the number of hours You work for the Employer so that You are no longer eligible for coverage. The term termination does not include discharge for gross misconduct but does include retirement.
- 3) the 7th paragraph of the **Accelerated Benefit** provision is deleted.
- 4) the 2nd, 3rd and 4th paragraphs of the **Conversion Right** provision are deleted.
- 5) The first sentence of the 5th paragraph of the **Claims to be Paid** provision is amended as follows:

If benefits are payable and are greater than \$15,000, then You or Your beneficiary may request that We pay benefits into a draft book account (checking account) which will be owned by:

- 1) You, if living; or
- 2) Your beneficiary, in the event of Your death.

For Missouri residents:

- 1) The time periods stated in the **Conditions for Qualification** and the **Benefit Payable before Approval of Waiver of Premium** provisions are changed to 180 days, if greater than 180 days.
- 2) The following language is added to the **When Premiums are Waived** provision:
If Waiver of Premium is approved, it will be retroactive to the date the disability began. Premiums will be waived retrospectively once You have completed the 180 day waiting period.
- 3) The **Suicide** provision is replaced by the following:
Suicide: *What benefit is payable if death is a result of suicide?*
If You or Your Dependent commit suicide, whether sane or insane, We will not pay any Supplemental Amount of Life Insurance or Supplemental Amount of Dependent Life Insurance for the deceased person which was elected within the 1 year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings. If You or Your Dependent die as a result of suicide, whether sane or insane, within 1 year of the Policy effective date, all premiums paid for coverage will be refunded.

This 1 year period includes the time group life insurance coverage was in force under the Prior Policy.
- 4) Item 2 of the **Accidental Death and Dismemberment Exclusions** is replaced with the following:
 - 2) suicide or attempted suicide, whether sane or insane;

For Montana residents:

- 1) The time period stated in the **Conversion Right** provision is changed to 3 years, if greater than 3 years.
- 2) The dollar amount stated in the **Conversion Right** provision is changed to \$10,000, if less than \$10,000.
- 3) The 2nd paragraph of the **Conversion Policy Provisions** is deleted.
- 4) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$500, if not \$500.
- 5) The following provision is added to the **Claims to be Paid** provision.
Payable Interest: *Is interest payable on death claims?*
Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the claim is paid more than 30 days after the date due proof is received, the amount payable will include interest. Interest will be paid at the discount rate, on 90-day commercial paper, in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof is received.

For New Hampshire residents:

- 1) The **Waiver of Premium and Disability Extension** provision or the **Disability Extension** provision is deleted
- 2) The following is added to the end of the first paragraph of the **Conversion** provision:
The Notice of Conversion Right form will be mailed to You within 15 days after the Policy ceases. If notice is given more than 15 days after the Policy ceases, the time You have to convert will be extended for 15 days from the date notice was given.
- 3) The last sentence of the second paragraph of the **Conversion** provision is replaced by the following:
However, unless you did not have notice, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.
- 4) Item #3 in the second paragraph of the Sending Proof of Loss provision is deleted.
- 5) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$250, if not \$250.
- 6) The following is added to the Period of Coverage if Spouse Accidental Death and Dismemberment is included in the contract:
Spouse Continuation: *Can coverage be continued for a divorced Spouse?*
If You are legally separated or divorced from Your Spouse, coverage for Your former Spouse may continue under The Policy until the earliest of:
 - 1) the last day of the third year following the anniversary of a final divorce or legal separation;
 - 2) the date You remarry;
 - 3) the date Your former Spouse remarries;
 - 4) a date specified in the final divorce decree;
 - 5) the date Your former Spouse fails to pay any premiums that may be due; or

- 6) the date You die.

For North Dakota residents, the **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

For Oregon residents:

- 1) The following is added to the definition of **Spouse**:
Spouse will also include an individual who is in a registered domestic partnership with You in accordance with Oregon law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) The following is added to the definition of **Dependent Child(ren)**:
Dependent Child(ren) will also include child(ren) of Your Oregon registered domestic partner.

For South Carolina residents:

- 1) The following is added to the **Physical Examinations and Autopsy** provision: "Such autopsy must take place in the state of South Carolina."
- 2) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$2,000, if not \$2,000.

For South Dakota residents:

- 1) The **suicide, felony, speed or endurance contest** exclusions are replaced by the following:
suicide, whether sane or insane, within two years of the individual's coverage under the policy;
Injury caused directly or indirectly by riding or driving on land, air, or water if participating in a speed or endurance contest;
Injury sustained while committing a felony.
- 2) The **self-inflicted Injury, drug, Intoxicated and Driving while Intoxicated** exclusions are deleted.
- 3) The definition of "**Intoxicated**" is deleted from the Exclusion section.
- 4) The exclusions set forth in the **Seat Belt and Air Bag** benefit are deleted.
- 5) The definition of **Felonious Assault** set forth in the Felonious Assault Benefit is replaced by the following:
Felonious Assault means a violent or criminal act directed at You or Your Dependents during the course of a robbery, kidnapping or criminal assault, which constitutes a felony under the law.

For Utah residents:

- 1) The time period stated in the **Suicide** provision is changed to 2 years if not already 2 years.
- 2) Item 1 of the first paragraph in the **Conversion Policy Provisions** is replaced by the following:
 - 1) be issued on one of the Life Insurance policy forms the Insurer is customarily issuing at the age and for the amount applied for at the time of conversion except for term insurance; and
- 3) The following sentence is added to the **Effect of Waiver of Premium on Conversion** provision, if not already added:
The Insurer will refund the premium paid for such Conversion Policy.
- 4) The time period stated in the **Claim Forms** provision is changed to 15 days if not already 15 days.
- 5) Item 3 of the second paragraph of the **Sending Proof of Loss** provision is deleted.
- 6) The time period stated in the **Claim Payment** provision is changed to 15 days if not already 15 days.
- 7) The provision titled **Policy Interpretation** is deleted in its entirety.
- 8) The words "In the absence of fraud" are deleted from the **Incontestability** provision.
- 9) The following provision is added to the Continuation provisions:
Disability: If You are not Actively at Work due a Disability, all of Your coverage (including Dependent Life coverage) may be continued beyond a date shown in the Termination provision. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Coverage will continue until the earliest of:
 - 1) six months from the date of Disability;
 - 2) approval by Us of continuation of the coverage under any disability provision The Policy may contain;
 - 3) the date premium payment is due but not paid;
 - 4) The Policy terminates; or
 - 5) if the Policyholder is a trust, Your Employer ceases to be a Participating Employer.

In no event will the amount of insurance increase while coverage is continued in accordance with this provision. The Continuation Provisions shown above may not be applied consecutively. If such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed twelve consecutive months.

For Vermont residents:

The following Endorsement applies:

Purpose: This endorsement is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must have been established in the state of Vermont according to Vermont law.

General Definitions, Terms, Conditions and Provisions: The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

- 1) Terms that mean or refer to a marital relationship or that may be construed to mean or refer to a marital relationship: such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a civil union.
- 2) Terms that mean or refer to a family relationship arising from a marriage such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include the family relationship created by a civil union.
- 3) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union.
- 4) "Dependent" means a spouse, a party to a civil union, and/or a child or children (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

Cautionary Disclosure: THIS RIDER IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE "PURPOSE" PARAGRAPH OF THE RIDER. THE FEDERAL GOVERNMENT OR ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS RIDER. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMINE YOUR RIGHTS UNDER THIS CONTRACT.

For Virginia residents, any and all references to Domestic Partners are hereby deleted.

For Washington residents:

- 1) The **Suicide** provision is deleted in its entirety.
- 2) The following is added to the **No Longer Terminally Ill** provision:

Dispute about Diagnosis: If Your attending physician, and a physician appointed by Us, disagree on whether You are Terminally Ill, Our physician's opinion will not be binding upon You. The two parties shall attempt to resolve the matter promptly and amicably. In case the disagreement is not resolved, You have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either. Any such arbitration shall be conducted in accordance with the laws of the State of Washington. As part of the final decision, the arbitrator or mediator shall award the costs of the arbitrator to one party or the other, or may divide the costs equally or otherwise.
- 3) The **Labor Dispute** continuation provision is replaced with the following:

Labor Dispute: If You are not Actively at Work as the result of a labor dispute, all of Your coverages (including Dependent Life coverage) may be continued during such dispute until the last day of the month in which the coverage terminated, but in no event for a period exceeding six months. If the labor dispute ends, this continuation will cease immediately.
- 4) The provision titled **Policy Interpretation** is deleted in its entirety.
- 5) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
- 6) The following is added to the definition of **Spouse**:

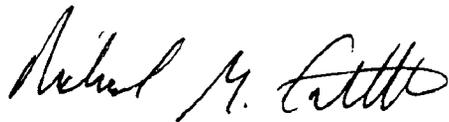
Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

For Wisconsin residents:

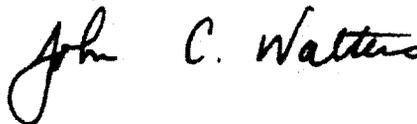
- 1) The dollar amount stated in the **Conversion Right** provision is changed to \$5,000, if not \$5,000.
- 2) The dollar amounts stated in the second paragraph and the last paragraph of the **Claims to be Paid** provision are changed to \$1,000, if not \$1,000.

In all other respects, the Policy and certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.

Handwritten signature of Richard G. Costello in cursive script.

Richard G. Costello, Secretary

Handwritten signature of John C. Walters in cursive script.

John C. Walters, President

Questions about Your Coverage

In the event You have questions regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:

The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999

Or call Us at: 1-800-523-2233

When calling, please give Us the following information:

- 1) the policy number; and
- 2) the name of the policyholder (employer or organization), as shown in Your Certificate of Insurance.

Or You may contact Our Sales Office:

Hartford Life and Accident Insurance Company
Group Sales Department
55 Farmington Avenue
Suite 601
Hartford, CT 06105
TOLL FREE: 866-852-0280
FAX: 860-520-2294

If you have a complaint, and contacts between you and the insurer or an agent or other representative of the insurer have failed to produce a satisfactory solution to the problem, the following states require we provide you with additional contact information:

For Residents of:	Write	Telephone
Arkansas	Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904	1(800) 852-5494
California	State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013	1(800) 927-HELP
Illinois	Illinois Department of Insurance Consumer Services Station Springfield, Illinois 62767	Consumer Assistance: 1(866) 445-5364 Officer of Consumer Health Insurance: 1(877) 527-9431
Indiana	Public Information/Market Conduct Indiana Department of Insurance 311 W. Washington St. Suite 300 Indianapolis, IN 46204-2787	Consumer Hotline: 1(800) 622-4461 1(317) 232-2395 (in the Indianapolis Area)
Virginia	Life and Health Division Bureau of Insurance P.O. Box 1157 Richmond, VA 23209	1(804) 371-9741 (inside Virginia) 1(800) 552-7945 (outside Virginia)
Wisconsin	Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873	1(800) 236-8517 (outside of Madison) 1(608) 266-0103 (in Madison) to request a complaint form.

The following states require that We provide these notices to You about Your coverage:

For residents of:

- Arizona** This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read This certificate carefully.
- Florida** The benefits of the policy providing you coverage are governed primarily by the law of a state other than Florida.
- Maryland** The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all the benefits required by Maryland law.
- Massachusetts** **As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org).**
- This plan is not intended to provide comprehensive health care coverage and **does not meet Minimum Creditable Coverage standards**, even if it does include services that are not available in the insured's other health plans.
- If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at www.mass.gov/doi.**
- Montana** The benefits of the policy providing your coverage are governed primarily by the law of a state other than Montana.

Georgia

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

North Carolina

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
- 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

**IMPORTANT TERMINATION
INFORMATION**

YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THIS CERTIFICATE.

THIS CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THIS CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.

Texas

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call The Hartford's toll-free telephone number for information or to make a complaint at:

1-800-523-2233

You may also write to The Hartford at:
P.O. Box 2999
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:
P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or The Hartford first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

Usted puede llamar al numero de telefono gratis de The Hartford para informacion o para someter una queja al:

1-800-523-2233

Usted tambien puede escribir a The Hartford:
P.O. Box 2999
Hartford, CT 06104-2999

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o The Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).



CERTIFICATE OF INSURANCE

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Simsbury, Connecticut
(A stock insurance company)

Policyholder: City of Bridgeport
Policy Number: ADD-S07414
Policy Effective Date: April 1, 2010
Policy Anniversary Date: March 1, 2011

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Richard G. Costello, Secretary

John C. Walters, President

A note on capitalization in this Certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

Table of Contents

Schedule of Insurance
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Definitions
Amendatory Rider

SCHEDULE OF INSURANCE

Cost of Coverage:

Non-Contributory

Coverage:

Basic Accidental Death and Dismemberment Insurance

Eligible Class(es) For Coverage: All Full-Time and Part-Time Active Employees who are citizens or legal residents of the United States, its territories and protectorates, excluding temporary, leased or seasonal employees.

Full-time Employees: at least 20 hours weekly.

Part-time Employees: at least 20 hours weekly.

With respect to employees hired between the 1st and the 14th of the month:

Eligibility Waiting Period for Coverage:

The first day of the month following the date You were hired

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Policy.

With respect to employees hired between the 15th and the last day of the month:

Eligibility Waiting Period for Coverage:

The first day of the month following 1 month of employment

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Policy.

The time periods referenced above are continuous.

Accidental Death and Dismemberment Benefit (AD&D)

Basic AD&D Principal Sum

Principal Sum Amount:

\$25,000

Common Carrier

Common Carrier Limit: \$150,000

Additional Benefits

Seat Belt and Air Bag Coverage:

Seat Belt Benefit Amount: 10% of Principal Sum to a maximum amount of \$25,000

Air Bag Benefit Amount: 5% of Principal Sum to a maximum amount of \$10,000

Child Education Benefit::

Maximum Amount: \$10,000

Percentage of Principal Sum: 12%

Day Care Benefit:

Maximum Amount: \$5,000

Day Care Benefit Percentage: 12%

Spouse Education Benefit::

Maximum Amount: \$5,000

Percentage of Principal Sum: 3%

Accident Hospital Income Benefit:

Daily Benefit:

Lesser of: 1% of Principle Sum or \$2,500 maximum

Payment Period: 12 months

ELIGIBILITY AND ENROLLMENT**Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date You become a member of an Eligible Class; or
- 3) the date You complete the Eligibility Waiting Period for coverage shown in the Schedule of Insurance, if applicable.

Enrollment: *How do I enroll for coverage?*

Your Employer will automatically enroll You for the Amount of Basic Accidental Death and Dismemberment Insurance. However, You will be required to complete a beneficiary designation form.

PERIOD OF COVERAGE**Effective Date:** *When does my coverage start?*

Coverage will start on the date You become eligible.

All Effective Dates of coverage are subject to the Deferred Effective Date provision.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition, such coverage will not start until the date You are Actively at Work.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the last day of the month following the date The Policy terminates;
- 2) the last day of the month following the date You are no longer in a class eligible for coverage, or the Policy no longer covers Your class;
- 3) the last day of the month following the date the required premium is due but not paid;
- 4) the last day of the month following the date Your Employer terminates Your employment;
- 5) the last day of the month following the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 12 week(s). If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Lay Off: If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued until the last day of the month following the month in which the layoff commenced. If the lay-off becomes permanent, this continuation will cease immediately.

Sickness or Injury: If You are not Actively at Work due to sickness or injury, all of Your coverages may be continued:

- 1) for a period of twelve consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed twelve consecutive months.

Family and Medical Leave: If You are granted a leave of absence, in writing, in accordance with state and/or federal family and medical leave laws, all of Your coverages may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your insurance would have terminated. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

Continuation During Workers' Compensation: If your Employer is not governed by ERISA and You receive compensation under the Connecticut Workers' Compensation Chapter of the Connecticut General Statutes, Your coverage will be continued until the earliest of:

- 1) the date Your Workers' Compensation terminates; or;
- 2) the date the Policy terminates.

Grievance: If You are on a documented paid grievance leave, Your coverage may be continued up to 12 months following the date the grievance commenced. If the grievance terminates prior to the agreed upon date, this continuation will cease immediately.

Reinstatement after Military Service: *Can my coverage be reinstated after return from active military service?*
If:

- 1) Your coverage terminates because You enter active military service; and
- 2) You are rehired within 12 months of the date Your coverage terminated;

then coverage for You may be reinstated, provided You request such reinstatement within 31 days of the date You return to work.

The reinstated coverage will be the same coverage amounts in force on the date coverage terminated and will be subject to all the terms and provisions of The Policy.

BENEFITS

Accidental Death Benefit with Double Indemnity while On a Common Carrier: *When is the Accidental Death Benefit with Double Indemnity while on a Common Carrier payable?*

If You sustain an Injury that results in Loss of life within 365 days of the date of accident, We will pay Your amount of Principal Sum after We receive Proof of Loss, in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

If the Injury occurs while On a Common Carrier, We will double the Principal Sum payable for this Benefit. However, in no event will the Principal Sum be increased by more than the Common Carrier Limit.

Your amount of Principal Sum is shown in the Schedule of Insurance.

Accidental Death and Dismemberment Benefit: *When is the Accidental Death and Dismemberment Benefit payable?*

If You sustain an Injury that results in any of the following Losses within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss, in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

For Loss of:	Benefit:
Life.....	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	Principal Sum
One Hand and One Foot.....	Principal Sum
Speech and Hearing in Both Ears.....	Principal Sum
Either Hand or Foot and Sight of One Eye.....	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia).....	Principal Sum
Movement of Both Lower Limbs (Paraplegia).....	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia).....	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia).....	One-Half of Principal Sum
Either Hand or Foot.....	One-Half of Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears.....	One-Half of Principal Sum
Movement of One Limb (Uniplegia).....	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand.....	One-Quarter of Principal Sum

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

Exposure and Disappearance: *What if Loss is due to exposure or disappearance?*

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You suffered Loss of life if:

- 1) the person's body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- 2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered an Injury resulting from the accident.

Seat Belt and Air Bag Benefit: *When is the Seat Belt and Air Bag Benefit payable?*

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and was wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
- 2) a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

The Seat Belt and Air Bag Benefit will not be payable if You are operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated; or
- 2) voluntarily using any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by or administered by a Physician.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Child Education Benefit: *When is the Child Education Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Non-Contributory Accidental Death and Dismemberment Benefit, We will pay an additional Child Education Benefit to Your Child(ren).

This Benefit will be paid:

- 1) after We receive proof that your Child(ren) qualify as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal Sum by the Child Education Percentage; or
- 2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Child(ren):

- 1) on the date; and
- 2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she

is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death or Your Spouse's death; and
- 2) no person qualifies as a Student.

Student means Your Child on the date of Your death and:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or
- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

Child(ren) means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 21 who:

- 1) regularly attends an accredited institution of learning; and
- 2) is primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Day Care Benefit: *When is the Day Care Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Day Care Benefit for each of your Dependent Children if such Dependent Child is under age 12 at the time of Your death.

This Benefit will be paid:

- 1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of 4 Day Care Benefit payments, for each Dependent Child. The Benefit will be paid to the person who has primary responsibility for the Dependent Child's Day Care expenses.

Proof of enrollment satisfactory to Us for each Dependent Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Dependent Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider;
- 3) a letter from the Day Care facility or Day Care provider stating that the Dependent Child:
 - a) is attending a Day Care Program; or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal Sum by the Day Care Benefit percentage; or
- 2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of the deceased person's death; and
- 2) no person qualifies as a Child eligible for the Day Care Benefit.

Day Care or Day Care Program means a program of child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides, and makes a charge for, the care of children; and

- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides childcare on a daily basis for 12 months a year.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 12 and primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Spouse Education Benefit: *When is the Spouse Education Benefit payable?*

If You sustain an Injury that results in a Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Spouse Education Benefit to Your surviving Spouse.

This Benefit will be paid:

- 1) after We receive proof satisfactory to Us that the Spouse has enrolled in an Occupational Training program; and
- 2) according to the General Provisions of The Policy.

The Spouse Education Benefit is the least of;

- 1) the Expense Incurred for Occupational Training;
- 2) the amount resulting from multiplying Your Principal Sum by the Spouse Education Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

If a Principal Sum is payable because of Your death and there is no surviving Spouse, We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision.

Your surviving Spouse must enroll in Occupational Training:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one (1) year of Your death.

Occupational Training means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he or she was not previously qualified.

Expense Incurred means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed;

for the Occupational Training.

The expense must be incurred within two (2) years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Accident Hospital Income Benefit: *When is the Accident Hospital Income Benefit payable?*

If You are Confined in a Hospital during one or more Periods of Confinement and the:

- 1) Confinement is due to Injury;
- 2) first day of Confinement occurs within 30 days after the accident; and
- 3) the Confinement exceeds the Waiting Period;

We will pay the Daily Accident Hospital Income Benefit or a portion thereof, for each day You are Confined.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

We will not pay for any Day of Confinement which:

- 1) is during the Waiting Period at the beginning of Confinement;
- 2) exceeds the Payment Period; or
- 3) occurs more than two (2) years after the date of accident.

We will pay for the days during the Waiting Period if:

- 1) the Waiting Period states that "payment is retroactive"; and
- 2) the Confinement exceeds the Waiting Period.

The Waiting Period is applied only once for any one accident if You are Confined more than once due to the same Injury.

Confined or Confinement means being an inpatient in a Hospital due to Injury.

Day of Confinement means a day of inpatient Confinement in a Hospital for which a daily room and board charge is made for a full day of Confinement.

Period of Confinement means the interval of time during which You are Confined as an inpatient in a Hospital. A Period of Confinement begins on the date of admission to the Hospital and ends on the date of release from the Hospital. If a Benefit is payable, and You are subsequently Confined to a Hospital for the same Injury within 90 days, We will consider it the same Period of Confinement.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

"Hospital" will also include a modular, transportable facility (mobile field hospital), deployed at the discretion of the Governor or his or her designee, to provide medical services at a mass gathering; for training or, in the event of a public health or other emergency, for isolation care purposes or triage and treatment during a mass casualty event; or for providing surge capacity for a hospital during a mass casualty event or infrastructure failure.

EXCLUSIONS

Exclusions: *What losses are not covered?*

The Policy does not cover any loss caused or contributed to by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;

(We will refund the pro rata portion of any premium paid for You while You are in the armed forces on full-time active duty, for a period of two months or more. Written notice must be given to Us within 12 months of the date You enter the armed forces);

- 5) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 6) Injury sustained while On any aircraft:
 - a) as a pilot, crewmember or student pilot;
 - b) as a flight instructor or examiner;
 - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy;
 - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 7) Injury sustained while voluntarily using any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by or administered by a Physician;
- 8) Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
- 9) Injury sustained while committing or attempting to commit a felony; or
- 10) Injury sustained while Intoxicated.

Intoxicated means:

- 1) the blood alcohol content;
 - 2) the results of other means of testing blood alcohol level; or
 - 3) the results of other means of testing other substances;
- that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

GENERAL PROVISIONS

Notice of Claim: *When should I notify the Company of a claim?*

You, or the person who has the right to claim benefits, must give Us, written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

We will send forms to the claimant to provide Proof of Loss, within 45 days of receiving a Notice of Claim. If We do not send the forms within 45 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Beneficiary Designation (if applicable);
- 4) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 5) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 6) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 7) Any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss must be sent within 90 day(s) after the loss. All Proof of Loss should be sent to Us. However, all claims should be submitted to Us within 90 day(s) of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

Claim Payment: *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision, but not more than 90 day(s) after such Proof of Loss is received.

Claims to be Paid: *To whom will benefits for my claim be paid?*

Benefits for Loss of Life will be paid in accordance with the Beneficiary Designation. If no beneficiary is named, payment will be made according to the beneficiary designation under the group life policy issued to the Policyholder and in effect at the time of death.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate; or
- 2) all to Your surviving Spouse; or
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Child(ren); or
- 4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Accidental Death Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Beneficiary Designation: *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a Power of Attorney.

Claim Denial: *What notification will my Beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision.

This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal: *What recourse do my Beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: *Who interprets the terms and conditions of The Policy?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy.

Assignment: *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign Your rights and interest under The Policy including, but not limited, to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You perpetrate Insurance Fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

DEFINITIONS

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Actively at Work will also include a Business Trip.

Actively at Work does not include everyday travel to and from work.

Airworthiness Certificate means:

- 1) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration (FAA); or
- 2) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

Business Trip means a bona fide trip while on assignment for or at the direction of the Employer for the purpose of furthering the business of the Policyholder which:

- 1) begins when You leave Your residence or place of regular employment, whichever occurs last, for the purpose of beginning the trip; and
- 2) ends when You return to Your residence or place of regular employment, whichever occurs first; and
- 3) excludes travel to and from work, bona fide leaves of absence and vacations.

Civil or Public Aircraft means a civil or public aircraft which:

- 1) has a current and valid Airworthiness Certificate;
- 2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

Dependent Child(ren) means:

- 1) Your unmarried children, stepchildren, legally adopted children, child in the process of adoption, foster child; or
- 2) any other children related to You by blood or marriage who live with You in a regular parent-child relationship;
- 4) provided such children are primarily dependent upon You for financial support and maintenance and are:
 - 1) from live birth to age 19 years;
 - 2) age 19, but under age 23, and in full-time attendance (at least 12 course credit hours per semester) at an accredited institution of learning. If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student continues to qualify as a Dependent.

Employer means the Policyholder.

FAA means:

- 1) the Federal Aviation Administration of the United States; or
- 2) the equivalent aviation authority for the country of the aircraft's registry, if the governmental authority is recognized by the United States.

Hospital means an institution which:

- 1) operates pursuant to law;
- 2) primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- 3) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of Physicians; and
- 4) provides 24-hour nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

- 1) a nursing home, convalescent home, or skilled nursing facility;
- 2) a place for rest, custodial care, or for the aged;
- 3) a clinic; or
- 4) a place for the treatment of mental illness, alcoholism, or substance abuse.

However, a place for the treatment of mental illness, alcoholism or substance abuse will be regarded as a Hospital if it is:

- 1) part of an institution that meets the above requirements; and
- 2) listed in the American Hospital Association Guide as a general Hospital.

Injury means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection caused by an accident; or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

Military Transport Aircraft means a transport aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

Motor Vehicle means a self-propelled, four (4) or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;

- 2) motor home or camper; or
 - 3) pick-up truck;
- not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

Non-Contributory Coverage means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

On means, when used with reference to any conveyance (land, water or air), in or on, boarding or alighting from the conveyance.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

Related means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, grandchild, or step-child.

The Policy means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us, or Our means the insurance company named on the face page of The Policy.

You or Your means the person to whom this certificate is issued.



AMENDATORY RIDER

This rider is attached to all certificates given in connection with The Policy and is effective on The Policy Effective Date.

This rider is intended to amend Your certificate, as indicated below, to comply with the laws of Your state of residence. Only those references to benefits, provisions or terms actually included in Your certificate will affect Your coverage. In addition, any reference made herein to Dependent coverage will only apply if Dependent coverage is provided in Your certificate.

For California residents:

- 1) The following is added to the definition of **Spouse**:
Spouse will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) The following is added to the definition of **Dependent Child(ren)**:
Dependent Child(ren) will also include child(ren) of Your California registered domestic partner.

For Colorado residents:

The **Dependent Termination** provision is replaced by the following:

Dependent Termination: *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage;
- 5) the date the Dependent no longer meets the definition of Dependent; or
- 6) the date Your Spouse reaches age 70.

unless continued in accordance with the continuation provisions.

However, Dependent Child coverage will not terminate if the Dependent Child is enrolled in a postsecondary education institution and takes a medical leave of absence before the earlier of:

- 1) one year after the first day of the Medically Necessary Leave of Absence; or
- 2) the date the coverage would otherwise terminate under the terms of coverage.

Medically Necessary Leave of Absence means a leave of absence from a postsecondary educational institution or a change in enrollment of the Dependent Child at the institution that:

- 1) begins while the Dependent Child is suffering from a serious illness;
- 2) is medically necessary; and
- 3) causes the Dependent to lose student status for the purpose of Dependent Child coverage.

For Indiana residents:

The first paragraph of the **Traumatic Brain Injury Benefit** is deleted and is replaced by the following:

If You or Your Dependents sustain an Injury that results in a Traumatic Brain Injury within 60 days of the date of accident which:

- 2) requires that the injured person be Hospitalized for at least 7 days during the first 60 days following the accident; and
- 3) the Traumatic Brain Injury continues for 12 consecutive months;

We will pay a Traumatic Brain Injury Benefit.

For Louisiana residents:

- 1) the following will be considered **Dependent Child(ren)** and are added to the definition of **Dependent Child(ren)**:
 - a) unmarried Child who is placed in your home pursuant to an adoption placement agreement; executed with a licensed adoption agency (from the date of placement in your home);

- b) an unmarried Child who is placed in your home following execution of an act of voluntary surrender (as of the date on which the act of voluntary surrender becomes irrevocable);
- c) your unmarried grandchild who is in your legal custody.
- 2) The child limiting age is changed to 21 years, or 24 years if a student, if less than such ages.
- 3) The following is added to the definition of **Dependent Child(ren)**: "Coverage will be continued for a Child up to age 24 who is deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder."
- 4) The following replaces the last sentence of the **Dependents** definition: "Any person who is in full-time military service cannot be a dependent, unless that person is subsequently called to military service and any required premium is paid."
- 5) The following provision is added:
Reinstatement after Military Service: *Can my coverage be reinstated after return from active military service?*
 If:
 - 1) Your coverage terminates because You enter active military service; and
 - 2) You are rehired within 12 months of the date You return from active military service;
 then coverage may be reinstated, provided You request such reinstatement within 31 days of the date you return to work.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage terminated; and
- 2) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
- 3) be subject to all the terms and provisions of The Policy.

For Maine residents:

- 1) The time period stated in the **Notice of Claim** provision is changed to 30 days if not already 30 days.
- 2) The time period stated in the **Claim Forms** provision is changed to 15 days if not already 15 days.
- 3) The time periods stated in the **Sending Proof of Loss** provision are changed to 90 days and 1 year if not already 90 days and 1 year, respectively.
- 4) The time period stated in the **Claim Payment** provision is changed to 30 days if not already 30 days.
- 5) The dollar amount stated in the **Claims to be Paid** provision is changed to \$2,000 if not already \$2,000.
- 6) The phrase "In the absence of Insurance Fraud" is deleted from the **Misstatements** provision.

For Minnesota residents, the definition of **Disabled or Total Disability** in the **Permanent Total Disability Benefit** is replaced by the following:

Disabled or Total Disability, for the purpose of this Benefit, means Your or Your Spouse's:

- 3) inability during the first two years of disability to perform the Essential Duties of Your or Your Spouse's Occupation; and
- 4) after that, Your or Your Spouse's inability to engage in Any Occupation for which you are suited by education, training and experience; or
- 5) with respect to a Spouse who is unemployed, his or her inability to engage in the normal and customary activities of a person of like age and gender in good health.

You unemployed Spouse must be:

- 1) regularly attended by Physician; and
- 2) continuously confined within his or her house or Hospital, provided such house or Hospital confinement will not preclude transportation of Your Spouse to or from a Hospital or Physician's office for necessary treatment at the direction of his or her Physician.

For Missouri residents, the suicide **Exclusion** is replaced by the following: "suicide or attempted suicide, while sane".

For New Hampshire residents:

- 1) Item 1 of the definitions of **Disabled** and **Disabled or Disability** is replaced by the following:
 - 1) performing any work or occupation for wage or profit for which You are, or become, reasonably qualified by reason of education, training or experience.
- 2) Item 3 of the last paragraph of the **Sending Proof of Loss** provision is deleted.
- 3) Item 3 of the **Conditions for Qualification** provision is replaced by the following:
 - 1) provide such proof in accordance with the Sending Proof of Loss provision.
- 4) The **Policy Interpretation** provision is deleted.

- 5) The time period stated in the definition of **Period of Confinement** in the **Accident Hospital Income Benefit**, is changed to 180 days, if less than 180 days.
- 6) Item 1 of the definition of **Extended Care Facility** in the **Extended Care Facility Benefit** is replaced by the following:
 - 1) Operates pursuant to law;
- 7) The following is added to the Period of Coverage:

Spouse Continuation: *Can coverage be continued for a divorced Spouse?*
 If You are legally separated or divorced from Your Spouse, coverage for Your former Spouse may continue under The Policy until the earliest of:

 - 1) the last day of the third year following the anniversary of a final divorce or legal separation;
 - 2) the date You remarry;
 - 3) the date Your former Spouse remarries;
 - 4) a date specified in the final divorce decree;
 - 5) the date Your former Spouse fails to pay any premiums that may be due; or
 - 6) the date You die.

For Oregon residents:

- 1) The following is added to the definition of **Spouse**:
 Spouse will also include an individual who is in a registered domestic partnership with You in accordance with Oregon law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) The following is added to the definition of **Dependent Child(ren)**:
 Dependent Child(ren) will also include child(ren) of Your Oregon registered domestic partner.

For South Carolina residents:

- 1) The time period in the **Notice of Claim** provision is changed to 20 days, if not already 20 days.
- 2) The following is added to the **Physical Examinations and Autopsy** provision: "Such autopsy must be performed during the period of contestability and must take place in the state of South Carolina."
- 3) Item 2 of the **Legal Actions** provision is replaced by the following:
 - 2) 6 years of the date Proof of Loss is required to be furnished according to the terms of The Policy.

For South Dakota residents, the provision titled **Policy Interpretation** is deleted in its entirety.

For Utah residents:

- 1) The following benefits are not available:
 - o **Anti-Inflation Benefit**
 - o **Therapeutic Counseling Benefit**
 - o **Accidental Death Benefit with Double Indemnity while On a Common Carrier**
 - o **Accidental Death Motor Vehicle Benefit**
 - o **Accidental Death Benefit while in a Covered Accident**
 - o **Accidental Death and Dismemberment: while Actively at Work**
 - o **Double Indemnity while On A Common Carrier**
- 2) The maximum age for a student, stated in the **Child Education Benefit** is changed to 26 if not already 26.
- 3) The definition of **Dependent Child(ren)** is amended as follows:
 - 1) items a and b of item 2 are deleted
 - 2) the second item 2 is deleted
 - 3) the maximum age for a child is changed to 26 if not already 26.
- 4) The following is added to the first sentence of the **Change in Family Status** provision: or from the date of placement for adoption with You.
- 5) Item 3 of the **Sending Proof of Loss** provision is deleted in its entirety.
- 6) The age references in the **Continuation for Dependent Child(ren) with Disabilities** provision are changed to 26 if not already 26.

For Vermont residents:

Purpose: Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.

Definitions, Terms, Conditions and Provisions: The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

- 1) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.
- 2) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
- 3) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
- 4) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

For Virginia residents, any and all references to Domestic Partners are hereby deleted.

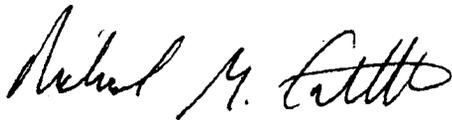
For Washington residents:

- 1) The **Accelerated Benefit** is not available.
- 2) The provision titled **Policy Interpretation** is deleted in its entirety.

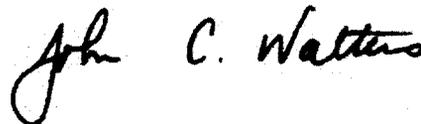
For Wisconsin residents, the time periods stated in the **Claim Appeal** provision are removed.

In all other respects, the Policy and certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.



Richard G. Costello, Secretary



John C. Walters, President

**The Plan Described in this Booklet
is Insured by the**

**Hartford Life and Accident Insurance Company
Simsbury, Connecticut
Member of The Hartford Insurance Group**



BILL FINCH
Mayor

CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

JANET M. FINCH
Human Resources
Manager
(203) 576-8474

Comm. #29-12 Referrred to Contracts Committee on 02/04/2013

RICHARD D. WEINER
Benefits Manager
(203) 576-7007

January 30, 2013

Honorable Fleeta Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find an original and thirteen copies of the Unum Short Term and Long Term Disability Income Protection Insurance Policy for eligible City employees.

The term of the Agreement is from March 1, 2013 through February 28, 2015.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of February 4, 2013.

Sincerely,

Richard D. Weiner
Benefits Manager

The City of Bridgeport

Employee Benefit Proposal



January 30, 2013

One Enterprise Drive Shelton, CT 06484 • Ten Middle Street Bridgeport, CT 06604
203/367-5328 800/762-8358 fax 203/331-8608
www.meritinsurance.com



Short Term Disability Income Protection

City Of Bridgeport

Benefits & Cost Summary Short Term Disability Income Protection Insurance

PREPARED FOR: City Of Bridgeport
SUBMITTED BY: Merit Insurance, Inc.
DATE: January 24, 2013

This proposal for Short Term Disability Income Protection Insurance coverage includes all active full-time employees working 30 hours per week in the United States with the employer.

Class 1: Non Union Civil Service Employees
Class 2: Teamster Local 191

Number of Eligible Employees: 91

Plan Description:

Proposed coverage effective date: March 1, 2013

Weekly Benefit: 60% of weekly earnings to a maximum benefit of \$1,000 per week

Definition of Disability: Total Disability

Elimination Period: - Injury: 7 days
- Sickness: 7 days

Benefit Duration: 12 weeks

Standard Plan Features Included in Quote:

- Rehabilitation and Return to Work Assistance Program
- Guaranteed Insurability
- Full Maternity Benefits
- Minimum Weekly Benefit of \$25
- 12 Month Rehire Provision

Rates and Cost Information:

Volume per \$10	Rate	Monthly Cost
\$6,984.00	\$0.34 per \$10 of weekly benefit	\$2,374.56

Rates may be based on covered payroll if requested.

Rate Guarantee: 2 Year(s)

For purposes of calculating benefits and cost, an employee's "weekly earnings" is assumed to mean: gross weekly income before taxes, including any pre-tax contributions to a deferred compensation plan, **excluding** commissions, bonuses, overtime pay or other extra compensation.

Cost of Coverage Paid By: **Class 1:** Employer (Rate assumes 100% participation)
Class 2: Employees (Rate assumes 100% participation)



Short Term Disability Income Protection

City Of Bridgeport

General Information Regarding Benefit Taxability:

In general, the STD weekly payment will be taxable:

- If the Employer pays the premiums and employees' salaries are not grossed-up to include premiums as taxable income.
- If the Employees pay premiums with **pre-tax** dollars.
- If Employees share payments of premiums with the employer, a portion of the benefits will be taxed.

In general, the STD weekly payment will not be taxable:

- If Employees pay premiums with **post-tax** dollars.
- If the Employer pays the premiums and employees' salaries are grossed-up to include premiums as taxable income.

The STD weekly payment may be reduced by amounts the employee receives or is entitled to receive from deductible sources of income (offsets).

Coverage Exclusions:

- Occupational Sickness or Injury
- Intentionally Self-Inflicted Injuries
- Active Participation in a Riot
- Loss of Professional License, Occupational License or Certification
- Commission of a Crime for which the employee has been convicted
- Incarceration
- War, declared or undeclared, or any act of war

Coverage Termination:

An employee's coverage under the plan will end on the earliest of:

- the date the policy or a plan is cancelled;
- the date the employee is no longer in an eligible group;
- the date the employee's eligible group is no longer covered;
- the last day of the period for which the employee made any required contributions; or
- the last day the employee is in active employment, unless they are absent due to a covered layoff or leave of absence.

Superior Administrative Support Features Included in Quote:

- **Simplified** administration of group benefits through secured online tools:
 - Flexible plan administration and billing services
 - Easy access to frequently used forms
 - Claims information plan administrators need to assist employees and their families
 - Information and tools on industry leading absence management programs
 - A robust resource center filled with reference materials that enable plan administrators to be responsive to employee questions and industry information
 - Convenient online options of viewing or downloading your group insurance policy and employee certificate booklets
- Superior Benefits Center Service Standards
- Centralized toll-free Service Center for general inquiries
- Local Field Office Implementation Support
- Electronic Distribution of employee booklets - standard delivery
- Internet list bill and self accounting options
- Compliance with ERISA reporting and disclosure requirements



Long Term Disability Income Protection

City Of Bridgeport

Benefits & Cost Summary Long Term Disability Income Protection Insurance

PREPARED FOR: City Of Bridgeport
SUBMITTED BY: Merit Insurance, Inc.
DATE: January 24, 2013

Unum's Group Long Term Disability Income Protection Offering is designed to help the employer:

- Provide sound financial protection in the event of a disability
- Increase productivity and performance
- Meet diverse employee needs at every life stage
- Attract and retain skilled employees

This proposal for Long Term Disability Income Protection Insurance coverage includes all active full-time employees working 30 hours per week in the United States with the employer.

Class 1: Non Union Civil Service Employees
Class 2: Teamster Local 191

Number of Eligible Employees: 91

Plan Description:

Proposed coverage effective date: March 1, 2013

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

Definition of Disability:

- 2 Year Regular Occupation
- Zero-Day Residual
- Accelerated Elimination Period
- Work Incentive Benefit during the first 12 months of disability payments

Elimination Period:

- 90 Days
- 30 Day Accumulation Feature

Benefit Duration: To age 65/Reducing Benefit Duration (ADEA 1)

Social Security Integration: Primary and family

Standard Plan Features Included in Quote:

- Work-life balance employee assistance program
- Worldwide emergency travel assistance services
- HR[®]/BenefitsAnswersNow[™]
- Rehabilitation and Return to Work Assistance Program
- Dependent Care Benefit
- Guaranteed Insurability
- Full Maternity Benefits
- 3 Month Lump-Sum Accelerated Survivor Benefit
- Indexed Pre-Disability Earnings
- "Freeze" in Cost of Living Increases from Deductible Sources of Income
- Waiver of Premium for employees receiving LTD payments



Long Term Disability Income Protection

City Of Bridgeport

- 12 Month Rehire Provision
- Minimum Monthly Benefit - greater of \$100 or 10% of the gross disability payment

Rates and Cost Information:

Covered Payroll	Rate	Monthly Cost
\$535,823.25	0.40% of Covered Payroll	\$2,143.29

Rate Guarantee: 2 Year(s)

For purposes of calculating benefits and cost, an employee's "monthly earnings" is assumed to mean: gross monthly income before taxes, including any pre-tax contributions to a deferred compensation plan, **excluding** commissions, bonuses, overtime pay or other extra compensation.

Cost of Coverage Paid By: **Class 1:** Employer (Rate assumes 100% participation)
Class 2: Employees (Rate assumes 100% participation)

General Information Regarding Benefit Taxability and Integration:

In general, the LTD monthly payment will be taxable:

- If the Employer pays the premiums and employees' salaries are not grossed-up to include premiums as taxable income.
- If the Employees pay premiums with **pre-tax** dollars.
- If Employees share payments of premiums with the employer, a portion of the benefits will be taxed.

In general, the LTD monthly payment will not be taxable:

- If Employees pay premiums with **post-tax** dollars.
- If the Employer pays the premiums and employees' salaries are grossed-up to include premiums as taxable income.

The LTD monthly payment may be reduced by amounts the employee receives or is entitled to receive from deductible sources of income (offsets) and disability earnings.

Coverage Exclusions and Limitations:

Limitations:

- 24 months Mental Illness Limitation

Exclusions:

- 3/12 Pre-Existing Condition*
- Intentionally self-inflicted injuries
- Active participation in a riot
- Loss of Professional License, Occupational License or Certification
- Commission of a crime for which the employee has been convicted
- War, declared or undeclared, or any act of war
- Incarceration

* A "Pre-Existing Condition" means the insured employee:

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



Long Term Disability Income Protection

City Of Bridgeport

Coverage Termination:

An employee's coverage under the plan will end on the earliest of:

- the date the policy or a plan is cancelled;
- the date the employee is no longer in an eligible group;
- the date the employee's eligible group is no longer covered;
- the last day of the period for which the employee made any required contributions; or
- the last day the employee is in active employment, unless they are absent due to a covered layoff or leave of absence.

Superior Administrative Support Features Included in Quote:

- **Simplified** administration of group benefits through secured online tools:
 - Flexible plan administration and billing services
 - Easy access to frequently used forms
 - Claims information plan administrators need to assist employees and their families
 - Information and tools on industry leading absence management programs
 - A robust resource center filled with reference materials that enable plan administrators to be responsive to employee questions and industry information
 - Convenient online options of viewing or downloading your group insurance policy and employee certificate booklets
- Superior Benefits Center Service Standards
- Centralized toll-free Service Center for general inquiries
- Local Field Office Implementation Support
- Electronic Distribution of employee booklets - standard delivery
- Internet list bill and self accounting options
- Integrated with Life Premium Waiver when sold with Unum Life plan
- Compliance with ERISA reporting and disclosure requirements



LTD Coverage Highlights & Descriptions

Some features listed below may be applicable only to certain employee classes. Please see the "Plan Description" section of your LTD Benefits and Cost Summary for specific plan details.

Group Long Term Disability Income Protection:	<p>Benefits that recognize and support the realities of daily life are of true value to employees today, whether or not they have a disability. With this in mind, Group LTD Income Protection has been designed to match the full spectrum of employer needs more effectively than ever before. Unum's Group LTD Income Protection Program offers these family-focused benefits and support services:</p> <ul style="list-style-type: none">• Work-life balance employee assistance program: provides access to a comprehensive employee assistance and work-life program for the insured employee and their family, to help manage workplace stress and deal more effectively with personal issues ranging from severe to everyday problems. As an additional feature, the program includes the OnClaim Support service.• Worldwide emergency travel assistance services: delivers global travel assistance including medical and legal emergency support for employees and their families who travel for business or pleasure more than 100 miles from home. <p>Dependent Care Benefit: Pays an additional \$350 per dependent per month, to an overall family maximum of \$1,000, to disabled employees who are receiving LTD payments while participating in the Rehab/Return to Work Assistance program.</p>
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HR®/BenefitsAnswersNow™: HR®/BenefitsAnswersNow™ is a regularly updated, online reference featuring two critical resources: HR compliance and benefits information. This well organized, easily searchable library of federal and state employment law is available around the clock to help you meet your business's growing HR challenges. You can also choose to receive regular monthly e-mail updates on HR news and trends. Customer support is available by telephone and e-mail.

Rehabilitation and Return to Work Assistance Program: Provides a rehabilitation and return to work assistance benefit for disabled employees who are receiving LTD payments, and who are medically able to participate. Unum will determine eligibility for this program.



Contacting Your Unum Sales Office:

Location: Unum - New York Sales
Chrysler East Building
666 Third Ave. Suite 301
New York, NY 10017

Telephone: (212) 328-8830
Fax: (212) 328-8977

Sales Team: James S. Park, Sales Consultant
Christine M. Como, Sales Coordinator

Proposal Conditions:

This proposal is under no circumstances a contract for the insurance coverage described within. If this proposal is accepted, a contract outlining the coverage will be issued.

This proposal is based on census data received by Unum. Actual costs will be based on the final enrollment data of employees insured under the plan on its effective date. Quote assumes coverage of employees who are in active employment in the United States with the employer. Please contact your Unum representative to request a quote for coverage of any employees who do not fit this category. **This quote will remain open until April 15, 2013 and includes standard services only, unless otherwise expressly described herein.**

Important Information Concerning the Sale of these Benefits:

State laws require that insurance brokers be licensed and appointed with the applicable Unum Insurance subsidiary before engaging in the solicitation or sale of these benefits. *Note that Unum cannot accept this business if the broker is not properly licensed and appointed before soliciting this proposal.*

Unum is prepared to help ensure compliance with these state regulations. Brokers who need to check their Unum appointment status should call the Broker Compensation Service Center at 800-633-7491 opt. 2.

STD/LTD Policy Form Numbers: C.FP-1

Work-life balance employee assistance program is provided by Ceridian Corporation and is available with selected Unum insurance offerings. Exclusions, limitations and prior notice requirements may apply, and service features, terms and eligibility criteria are subject to change. The service is not valid after termination of coverage and may be withdrawn at any time. Please contact your Unum representative for full details.

Worldwide emergency travel assistance services are provided by Assist America, Inc. Services are available with selected Unum insurance offerings. Exclusions, limitations and prior notice requirements may apply, and service features, terms and eligibility criteria are subject to change. The services are not valid after termination of coverage and may be withdrawn at any time. Please contact your Unum representative for full details.

HRAnswerNow® and BenefitsAnswersNow™ are provided exclusively by CCH. CCH is not engaged in rendering legal advice. Users should consult with their own attorneys. The service is available with selected Unum insurance offerings. Exclusions, limitations and prior notice requirements may apply, and service features, terms and eligibility criteria are subject to change. The service is not valid after termination of coverage and may be withdrawn at any time. Please contact your Unum representative for full details.

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



General Information

City Of Bridgeport

Underwritten by:
Unum Life Insurance Company of America
Portland, Maine 04122
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(G-72128)

BROKER COMPENSATION DISCLOSURE NOTICE FOR GROUP PRODUCTS

Your insurance or benefits advisor can offer you advice and guidance as you select the policy and provider most appropriate for your needs. At Unum we recognize the important role these professionals play in the sale of our products and services and offer them a variety of compensation programs. Your advisor can provide you with information about these programs as well as those available from other providers. We support disclosure of broker compensation so that customers can make an informed buying decision.

Brokers may be eligible to receive Base Commissions and Supplemental Commissions from Unum.

Unless you have agreed in writing to compensate the broker differently, Unum provides Base Commissions to all brokers in connection with the sale of an insurance policy. Base Commissions are a fixed percentage of the policy premium, and may include a one time, first year flat amount for each policy sold. Base Commissions are paid by Unum to the broker(s) on your policy. In some circumstances, broker(s) may be eligible to receive commissions on your policy even after a broker of record change has occurred.

A broker may also qualify for Supplemental Commissions paid by Unum. For group insurance products, Supplemental Commissions may be paid as a fixed percentage of total eligible group insurance premiums.

- For New Sales premiums, the Supplemental Commission rate may range from 0% to 5.00% of total premiums paid. For certain group products, an additional 0% to 11.00% Supplemental Commission may be paid; and an additional flat amount per application may be paid for using our laptop enrollment system.
- For Renewal premiums, the Supplemental Commission rate may range from 0% to 2.00%.

The exact Supplemental Commission percentage payable to any broker is based upon the total dollar amount of all eligible inforce or new sales insurance premiums or number of policies that the broker had inforce with Unum in the prior calendar year. Supplemental Commissions may be calculated differently for other insurance products. The premium you pay is not impacted whether or not your broker receives Supplemental Commissions.

If you would like additional information about the range of compensation programs our company offers for your group insurance policy or any other Unum insurance product, you can find more details at www.unum.com. Should you have other questions not addressed by the website, including the Supplemental Commission percentage applicable to your broker, or if you want to speak to us directly about broker compensation, please call (866) 822-0716 (outside the US, call (423) 294-0001).



Group Disability
Insurance

Annotated Sample Policy

Short Term Disability Insurance

This specimen is **not intended**
to replace the filed **contract**

This **sample policy** includes the standard and optional features listed.

ERISA

As a service to our customers whose plans are governed by ERISA, the booklets we prepare for distribution by the Policyholder to plan participants can include the summary plan description required for typical ERISA plans.

STANDARD AND OPTIONAL FEATURES LISTING	
Standard Features	Page(s)
Deductible Sources of Income	15
Definition of Disability	13
Elimination Period (EP)	2,13
Evidence of Insurability.....	10
Exclusions.....	18
Maximum Period of Payment.....	3,17
Minimum Weekly Benefit.....	17
Rate Information Amendment.....	34
Recurrent Disability.....	18
Rehabilitation and Return-to-Work Assistance Benefit	3,21
Services	
Rehabilitation and Return-to-Work Assistance Program.....	20
Optional Benefits	
Survivor Benefit (includes Accelerated feature for terminal illness).....	20
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Note: This page is not part of the actual policy. It has been added to help you identify and locate policy provisions more efficiently. Please contact your Unum representative to learn more.

This is a sample policy and is not intended to replace the issued policy. Actual wording is based on the coverage selected and the state in which the policy is delivered.

Non-participating means that the Policyholder does not participate in the profits of the insurer.



**GROUP INSURANCE POLICY
NON-PARTICIPATING**

POLICYHOLDER: STD Product Corp., Inc.

POLICY NUMBER: 181000 001

POLICY EFFECTIVE DATE: May 1, 2011

POLICY ANNIVERSARY DATE: May 1

GOVERNING JURISDICTION: Maine

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

The policyholder should read this policy carefully and contact Unum promptly with any questions. This policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. This policy consists of:

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

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

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

Handwritten signature of the President, appearing to be "E. J. ...".

President

Handwritten signature of the Secretary, appearing to be "A. ...".

Secretary

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

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Overview of how Unum's group policy is organized. The actual policy will contain pages reflecting the features and variables selected by the Policyholder.

Glossary

Terms defined in the glossary are **bolded** the first time they appear in the policy.

Overview Section

This section of the policy provides a brief overview of the coverage selected by the Policyholder. The full terms of the policy govern. Many other options are available.

Eligible Group

Describes the employees eligible for coverage. More than one eligible group may be used, allowing the Policyholder to differentiate coverage between groups.

Waiting Period

Describes how long an employee must work for the employer before becoming eligible for coverage.

Credit Prior Service

Optional feature. Any prior period of work with the employer (not just time in an eligible group) will count towards satisfying the waiting period.

Elimination Period

Elimination period is the period of time an insured must be disabled by injury or sickness before benefits begin. Policyholders may also elect to delay the start of benefits until after any salary continuation or accumulated sick leave benefits are received.

BENEFITS AT A GLANCE

SHORT TERM DISABILITY PLAN

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

EMPLOYER'S ORIGINAL PLAN

EFFECTIVE DATE: May 1, 2011

POLICY NUMBER: 181000 001

ELIGIBLE GROUP(S):

All employees in active employment in the United States with the Employer

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 30 hours per week.

WAITING PERIOD:

For employees in an eligible group on or before May 1, 2011: None

For employees entering an eligible group after May 1, 2011: 30 days of continuous active employment

REHIRE:

If your employment ends and you are rehired within 12 months, your previous work while in an eligible group will apply toward the waiting period. All other policy provisions apply.

CREDIT PRIOR SERVICE:

Unum will apply any prior period of work with your Employer toward the waiting period to determine your eligibility date.

WHO PAYS FOR THE COVERAGE:

Your Employer pays the cost of your coverage.

ELIMINATION PERIOD:

The later of:

- the date the injury occurs for disability due to an injury; or
- 7 days for disability due to a sickness; or
- the date your salary continuation or accumulated sick leave payments end, if applicable.

If, because of your disability, you are hospital confined as an inpatient, benefits begin immediately or the date your salary continuation or accumulated sick leave payments end, whichever is later.

If you are disabled as a result of outpatient surgery, benefits begin on the date your surgery occurs or the date your salary continuation or accumulated sick leave payments end, whichever is later.

Benefits begin the day after the elimination period is completed.

Maximum Period of Payment

This is the maximum amount of time that benefits may be paid for an injury or sickness. Unum offers a variety of payment duration schedules.

Rehabilitation and Return-to-Work Assistance Benefit

Standard feature. This provides financial incentives to help insureds return to work.

WEEKLY BENEFIT:

60% of weekly earnings to a maximum benefit of \$1,500 per week

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

MAXIMUM PERIOD OF PAYMENT:

13 weeks

Premium payments are required for your coverage while you are receiving payments under this plan.

Your Short Term Disability plan does not cover disabilities due to an occupational sickness or injury.

REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFIT:

10% of your gross disability payment to a maximum benefit of \$250 per week.

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

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

OTHER FEATURES:

Minimum Benefit

Survivor Benefit

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

The plan includes enrollment, risk management and other support services related to your Employer's Benefit Program.

CLAIM INFORMATION

SHORT TERM DISABILITY

Notice and Proof of Claim

Notice of claim provides guidelines on when a claim must be submitted, giving Unum the opportunity to fully investigate the claim. Notice of claim is not the same as proof of claim. Proof of claim involves the provision of supporting information sufficient for Unum to determine that benefits are payable.

ERISA Claim Information

The ERISA (or Additional Summary Plan Description) section, included as part of the employee booklet, contains additional information about our claims procedures.

WHEN DO YOU NOTIFY UNUM OF A CLAIM?

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

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

HOW DO YOU FILE PROOF OF CLAIM?

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

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

WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

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

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

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

We may require you to be examined by a physician, other medical practitioner and/or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to meet with and be interviewed by an authorized Unum Representative. Unum will deny your claim, or stop sending you payments, if you fail to comply with our requests.

TO WHOM WILL UNUM MAKE PAYMENTS?

Unum will make payments to you.

WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?

Unum has the right to recover any overpayments due to:

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

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

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

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

Policyholder Provisions

Information pertinent to the employer only.

Rate Information Amendment

Rate information is shown on a separate Rate Information Amendment that appears after the Glossary in this sample policy.

Premium Changes

If a change occurs less than a month prior to a billing due date, no premium adjustment for that month will be credited or due.

Errors

Errors made by Unum will not affect a person's eligibility for coverage or coverage amounts.

POLICYHOLDER PROVISIONS

WHAT IS THE COST OF THIS INSURANCE?

SHORT TERM DISABILITY

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

Premium payments are required for an insured while he or she is receiving Short Term Disability payments under this plan.

INITIAL RATE GUARANTEE AND RATE CHANGES

Refer to the Rate Information Amendment(s).

WHEN IS PREMIUM DUE FOR THIS POLICY?

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

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

WHEN ARE INCREASES OR DECREASES IN PREMIUM DUE?

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

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

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

WHAT INFORMATION DOES UNUM REQUIRE FROM THE POLICYHOLDER?

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

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

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

Clerical error or omission by Unum will not:

Cancel or Modify

Unum cannot cancel or modify the policy except under these conditions. Participation requirements can vary.

Grace Period

Most policies have a 31-day grace period.

Non-Payment

If premium is not received by the end of the grace period, we may elect to cancel the policy.

Policyholder Cancellation

The Policyholder may cancel the policy at any time with appropriate notification.

Vested Benefits

Claims for which Unum is liable will not be affected if the policy is cancelled.

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

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

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

- by Unum; or
- by the Policyholder.

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

- there is less than 75% participation of those eligible employees who pay all or part of their premium for a plan; or
- there is less than 100% participation of those eligible employees for a Policyholder paid plan;
- the Policyholder does not promptly provide Unum with information that is reasonably required;
- the Policyholder fails to perform any of its obligations that relate to this policy;
- fewer than 10 employees are insured under a plan;
- the premium is not paid in accordance with the provisions of this policy that specify whether the Policyholder, the employee, or both, pay(s) the premiums;
- the Policyholder does not promptly report to Unum the names of any employees who are added or deleted from the eligible group;
- Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Policyholder and/or its employees; or
- the Policyholder fails to pay any portion of the premium within the 31 day **grace period**.

If Unum cancels or modifies this policy or a plan for reasons other than the Policyholder's failure to pay premium, a written notice will be delivered to the Policyholder at least 31 days prior to the cancellation date or modification date. The Policyholder may cancel this policy or a plan if the modifications are unacceptable.

If any portion of the premium is not paid during the grace period, Unum will either cancel or modify the policy or plan automatically at the end of the grace period. The Policyholder is liable for premium for coverage during the grace period. The Policyholder must pay Unum all premium due for the full period each plan is in force.

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

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

Family and Medical Leave

If coverage is not continued by the Policyholder during an approved leave, then it will be reinstated, without penalty, when the employee returns to active employment (in an eligible class).

Covered Entities

The names and locations of divisions, subsidiaries or affiliated companies that are also covered under the policy are listed here.

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

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

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

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

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

We will not:

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

DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES INCLUDE:

NAME/LOCATION (CITY AND STATE)

None

Employee Booklet

This certificate section consists of this page and all the following pages except the Rate Information Amendment. This section, combined with the Benefits at a Glance, Claim and ERISA sections, make up the employee booklet.

CERTIFICATE SECTION

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

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

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

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

The policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, Unum has discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

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

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

Certificate of Coverage

This section outlines the short term disability (STD) benefits and principal provisions.

Coverage Begins

The date on which coverage begins varies based on when the coverage is applied for and who pays for the coverage.

Evidence of Insurability

When employees who make contributions for their coverage do not enroll within 31 days, they must submit evidence of insurability. Coverage will begin no earlier than the date Unum approves the application.

Normal Vacation

Normal vacation is also considered active employment.

Leaves of Absence and Layoffs

Standard feature. If premium is paid, coverage can be extended for a short period of time during leaves of absence and layoffs.

GENERAL PROVISIONS

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by Unum and may include attachments. It tells you:

- the coverage for which you may be entitled;
- to whom Unum will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are working for your Employer in an eligible group, the date you are eligible for coverage is the later of:

- the plan effective date; or
- the day after you complete your **waiting period**.

WHEN DOES YOUR COVERAGE BEGIN?

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

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

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

Evidence of insurability is required if you:

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

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

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

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

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

If you are on a temporary **layoff**, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your temporary layoff begins.

If you are on a **leave of absence**, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your leave of absence begins.

WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?

Once your coverage begins, any increased or additional coverage will take effect immediately if you are in active employment or if you are on a covered layoff or leave of absence. If you are not in active employment due to injury or sickness, any increased or additional coverage will begin on the date you return to active employment.

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

WHEN DOES YOUR COVERAGE END?

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

- the date the policy or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions; or
- the last day you are in active employment except as provided under the covered layoff or leave of absence provision.

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

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

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

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

Unum considers any statements you or your Employer make in a signed application for coverage a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

We will use only statements made in a signed application as a basis for doing this.

If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.

Remedies

Unless there are special circumstances, in an ERISA-governed case, an employee must follow the plan's appeal process before bringing a lawsuit.

Representations

Statements on applications made by the employee and Policyholder must be true and complete. Incomplete statements made by the employee or Policyholder can affect an employee's claim or coverage.

Fraud

Unum will make use of all available remedies in the event of fraud.

HOW WILL UNUM HANDLE INSURANCE FRAUD?

Unum wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if you knowingly, and with intent to injure, defraud or deceive Unum, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

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

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

DOES YOUR EMPLOYER ACT AS YOUR AGENT OR UNUM'S AGENT?

For purposes of the policy, your Employer acts on its own behalf or as your agent. Under no circumstances will your Employer be deemed the agent of Unum.

Definition of Disability

This sample policy uses a Residual definition of disability. Several other definitions are available. This definition is based on the insured's ability to work in his or her regular occupation.

Elimination Period

Elimination period is the period of time an insured must be disabled by injury or sickness before benefits begin. Policyholders may also elect to delay the start of benefits until after any salary continuation or accumulated sick leave benefits are received.

Optional feature. Benefits begin immediately if insured is disabled and hospitalized as an inpatient or disabled as a result of outpatient surgery.

SHORT TERM DISABILITY

BENEFIT INFORMATION

HOW DOES UNUM DEFINE DISABILITY?

You are disabled when Unum determines that:

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

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

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

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

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

If your disability is the result of an injury that occurs while you are covered under the plan, benefits begin on the later of:

- the date the injury occurs; or
- the date your **salary continuation or accumulated sick leave** payments end, if applicable.

If your disability is the result of a sickness, your elimination period is the later of:

- 7 days; or
- the date your salary continuation or accumulated sick leave payments end, if applicable.

If, because of your disability, you are hospital confined, benefits begin immediately or the date your salary continuation or accumulated sick leave payments end, whichever is later.

If you are disabled as a result of outpatient surgery, benefits begin on the date your surgery occurs or the date your salary continuation or accumulated sick leave payments end, whichever is later.

CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?

Yes, provided you meet the definition of disability.

Payment Amount When Disabled and Not Working

Benefit calculation used when the insured is not working. This is a sample calculation. Other benefit percentages and maximums are available.

Weekly Earnings Definition

There are many standard definitions of earnings available to the Policyholder.

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

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

HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED?

We will follow this process to figure your payment:

1. Multiply your weekly earnings by 60%.
2. The maximum **weekly benefit** is \$1,500.
3. Compare the answer from Item 1 with the maximum weekly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

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

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

If, at any time after the elimination period, you are disabled for less than 1 week, we will send you 1/7th of your weekly payment for each day of disability.

WHAT ARE YOUR WEEKLY EARNINGS?

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

Bonuses will be averaged for the lesser of:

- a. the prior calendar year's 52 week period of your employment with your Employer just prior to the date disability begins; or
- b. the period of actual employment with your Employer.

Commissions will be averaged for the lesser of:

- a. the 52 full calendar week period of your employment with your Employer just prior to the date disability begins; or
- b. the period of actual employment with your Employer.

WHAT WILL WE USE FOR WEEKLY EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?

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

Payment and Amount When Disabled and Working

Benefit calculation used when the insured is disabled and working. The benefit payment proportionately decreases as the claimant's disability earnings increase.

Fluctuating Earnings

When disability earnings fluctuate widely, we will average them over a 3-month period to determine if the 80% earnings cap has been reached.

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

We will send you the weekly payment if you are disabled and your weekly **disability earnings**, if any, are less than 20% of your weekly earnings.

If you are disabled and your weekly disability earnings are from 20% through 80% of your weekly earnings, you will receive payments based on the percentage of income you are losing due to your disability. We will follow this process to figure your payment:

1. Subtract your disability earnings from your weekly earnings.
2. Divide the answer in Item 1 by your weekly earnings. This is your percentage of lost earnings.
3. Multiply your weekly payment as shown above by the answer in Item 2.

This is the amount Unum will pay you for each week.

Unum may require you to send proof of your disability earnings each week. We will adjust your weekly payment based on your disability earnings.

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

HOW DO WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?

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

WHAT ARE DEDUCTIBLE SOURCES OF INCOME?

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

1. The amount that you receive or are entitled to receive as disability income or disability retirement payments under any:
 - state compulsory benefit **act** or **law**.
 - other group insurance plan.
 - **governmental retirement system**.
2. The amount that you receive:
 - under the mandatory portion of any "no fault" motor vehicle **plan**.
 - under Title 46, United States Code Section 688 (The Jones Act).
 - from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
3. The amount that you receive as retirement payments under any governmental retirement system. Retirement payments do not include payments made at the later of age 62 or normal retirement age under your Employer's retirement plan which are attributable to contributions you made on a post tax basis to the system.

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

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

4. The amount that you:

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

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

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

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

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

Unum will only subtract deductible sources of income which are payable as a result of the same disability.

Deductible Sources of Income

This section describes payments a claimant may receive or be entitled to receive which are deducted from the gross disability payment to determine the weekly benefit. Some deductible sources of income can be added or removed.

WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?

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

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and disability income plans
- credit disability insurance
- franchise disability income plans
- a retirement plan from another Employer

- individual retirement accounts (IRA)
- individual disability income plans
- **salary continuation or accumulated sick leave plans**

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

The minimum weekly payment is: \$25.

Unum may apply this amount toward an outstanding overpayment.

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

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

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

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

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

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

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

If you receive a lump sum payment from any deductible sources of income, the lump sum will be pro-rated on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of the maximum period of payment.

HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?

Unum will send you a payment each week up to the **maximum period of payment**. Your maximum period of payment is 13 weeks during a continuous period of disability.

Not Deductible Sources of Income

These are examples of sources of income that will not be deducted from the gross disability payment to determine the weekly payment. These may vary based on the Policyholder's plan.

Minimum Weekly Benefit

Standard feature. Regardless of other sources of income, employees eligible for benefits will always receive at least the minimum weekly benefit unless that amount is being repaid to Unum to reduce the amount of an overpayment.

Maximum Period of Payment

Unum offers a variety of duration schedules.

Exclusions

Standard exclusions. Other options are available.

Recurrent Disability

Standard feature. This supports the insured's return to work. It waives the elimination period for recurrent disabilities when the insured returns to work with the *same employer* within 14 days.

WHEN WILL PAYMENTS STOP?

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

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

WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?

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

- **occupational sickness or injury**, however, Unum will cover disabilities due to occupational sicknesses or injuries for partners or sole proprietors who cannot be covered by a workers' compensation law.
- intentionally self-inflicted injuries.
- active participation in a riot.
- loss of a professional license, occupational license or certification.
- commission of a crime for which you have been convicted.

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

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

WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME AND YOUR DISABILITY OCCURS AGAIN?

1. If your current disability is related to or due to the same cause(s) as your prior disability for which Unum made a payment:

Unum will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are performing any occupation for your Employer on a full time basis for 14 consecutive days or less.

If you return to work on the 15th day, your current disability will be treated as a new claim. The new claim will be subject to all of the provisions of this plan and you will be required to satisfy a new elimination period.

2. If your current disability is unrelated to your prior disability for which Unum made a payment:

Unum will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are performing any occupation for your Employer on a full time basis for less than 1 full day.

Your disability, as outlined above, will be subject to the same terms of the plan as your prior claim.

If you do not satisfy Item 1 or 2 above, your disability will be treated as a new claim and will be subject to all of the policy provisions.

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

Survivor Benefit

Optional feature. A lump sum benefit may be paid at time of claimant's death.

Accelerated Survivor Benefit

Included with optional survivor benefit. The accelerated benefit will be paid upon request to insureds who are terminally ill and meet the conditions outlined.

If the accelerated benefit is requested, it is paid in lieu of the standard survivor benefit.

Rehabilitation & Return-to-Work Assistance Program

Standard feature. This provides vocational assistance to help insureds return to work.

SHORT TERM DISABILITY

OTHER BENEFIT FEATURES

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

When Unum receives proof that you have died, we will pay your **eligible survivor** a lump sum equal to the lesser of:

1. \$5,000;
2. 3 weeks of your gross disability payment; or
3. the maximum Survivor Benefit allowed by state law.

The Survivor Benefit will be paid if, on the date of your death:

- you were disabled; and
- you were receiving or were entitled to receive payments under the plan for at least 15 consecutive days during this period of disability.

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

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

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

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

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

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

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

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

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

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

Unum has a vocational Rehabilitation and Return to Work Assistance program available to assist you in returning to work. We will determine whether you are eligible for this program, at our sole discretion. In order to be eligible for

rehabilitation services and benefits, you must be medically able to engage in a return to work program.

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

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

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

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

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

Rehabilitation and Return-to-Work Assistance Benefit

Standard feature. This provides an additional benefit to eligible insureds who participate in a Rehabilitation and Return-to-Work Assistance Program. The benefit is not reduced by any other sources of income. Benefits (and the additional payment) will continue for 3 weeks after disability ends if the insured participates in the program but does not find other employment.

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

We will pay an additional disability benefit of 10% of your gross disability payment to a maximum benefit of \$250 per week.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income.

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

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

This benefit payment may be paid in a lump sum.

WHEN WILL REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFITS END?

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

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

This section defines terms used throughout the policy and will vary depending on the features selected.

GLOSSARY

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

Your work site must be:

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

Normal vacation is considered active employment.
Temporary and seasonal workers are excluded from coverage.

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

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

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

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

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

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

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

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

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

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

INJURY means a bodily injury that is the direct result of an accident and not related to any other cause. Injury which occurs before you are covered under the plan will be treated as a sickness. Disability must begin while you are covered under the plan.

INSURED means any person covered under a plan.

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

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

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

LIMITED means what you cannot or are unable to do.

MATERIAL AND SUBSTANTIAL DUTIES means duties that:

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

MAXIMUM CAPACITY means, based on your restrictions and limitations, the greatest extent of work you are able to do in your regular occupation, that is reasonably available.

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

OCCUPATIONAL SICKNESS OR INJURY means a sickness or injury that was caused by or aggravated by any employment for pay or profit.

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

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

PHYSICIAN means:

- a person performing tasks that are within the limits of his or her medical license; and
- a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Unum will not recognize you, or your spouse, children, parents or siblings as a physician for a claim that you send to us.

PLAN means a line of coverage under the policy.

POLICYHOLDER means the Employer to whom the policy is issued.

REGULAR CARE means:

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

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

RETIREMENT PLAN means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions. Retirement Plan does not include any plan which is part of any governmental retirement system.

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

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

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

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

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

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

WEEKLY EARNINGS means your gross weekly income from your Employer as defined in the plan.

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

YOU means an employee who is eligible for Unum coverage.

ERISA

This section clarifies what documents can be used as a summary plan description and what documents form an ERISA plan.

This section contains information that federal law requires be included in an ERISA Summary Plan Description (SPD). When this section is combined with the insurance certificate, the resulting document complies with initial SPD requirements unless there are unique requirements applicable to the Policyholder's disability plan.

Only limited portions of this section are included for Policyholders who do not intend to use contract booklets as their SPD.

ERISA

Additional Summary Plan Description Information

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. 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:

STD Product Corp., Inc. Plan

Name and Address of Employer:

STD Product Corp., Inc.
2211 Congress St.
Portland, Maine
04122

Plan Identification Number:

- a. Employer IRS Identification #: 11-1222333
- b. Plan #: 501

Type of Welfare Plan:

Disability

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:

September 30

Plan Administrator, Name, Address, and Telephone Number:

STD Product Corp., Inc.
2211 Congress St.
Portland, Maine
04122
(207) 575-1122

STD Product Corp., Inc. 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:

STD Product Corp., Inc.
2211 Congress St.
Portland, Maine
04122

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 Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122 (hereinafter referred to as "Unum") under policy number 181000 001. Contributions to the Plan are made as stated under "WHO PAYS FOR THE 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 this 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. Only an officer or registrar of Unum can approve a change. The change must be in writing and endorsed on or attached to the policy.

MODIFYING OR CANCELLING THE POLICY OR A PLAN UNDER THE POLICY

The policy or a plan under the policy can be cancelled:

- by Unum; or
- by the Policyholder.

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

- there is less than 75% participation of those eligible employees who pay all or part of their premium for a plan; or
- there is less than 100% participation of those eligible employees for a Policyholder paid plan;
- the Policyholder does not promptly provide Unum with information that is reasonably required;
- the Policyholder fails to perform any of its obligations that relate to the policy;
- fewer than 10 employees are insured under a plan;
- the premium is not paid in accordance with the provisions of this policy that specify whether the Policyholder, the employee, or both, pay(s) the premiums;
- the Policyholder does not promptly report to Unum the names of any employees who are added or deleted from the eligible group;
- Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Policyholder and/or its employees; or
- the Policyholder fails to pay any portion of the premium within the 31 day grace period.

Policy Modification or Cancellation

This section is identical to the provision in the Employer section of the policy describing cancellation and modification procedures.

ADDLSUM-2

Claims and Appeals

Explains the procedures used to adjudicate claims which are subject to ERISA.

If Unum cancels or modifies the policy or a plan for reasons other than the Policyholder's failure to pay premium, a written notice will be delivered to the Policyholder at least 31 days prior to the cancellation date or modification date. The Policyholder may cancel this policy or a plan if the modifications are unacceptable.

If any portion of the premium is not paid during the grace period, Unum will either cancel or modify the policy or plan automatically at the end of the grace period. The Policyholder is liable for premium for coverage during the grace period. The Policyholder must pay Unum all premium due for the full period each plan is in force.

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

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

HOW TO FILE A CLAIM

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

CLAIMS PROCEDURES

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

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

- state the specific reason(s) for the determination;
- reference specific Plan provision(s) on which the determination is based;
- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to bring a lawsuit

under Section 502(a) of ERISA following an adverse determination from Unum on appeal; and

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

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

APPEAL PROCEDURES

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

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

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

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

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

- the specific reason(s) for the determination;
- a reference to the specific Plan provision(s) on which the determination is based;

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

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

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

ERISA Rights

The U.S. Department of Labor requires that this section describing employees' rights under ERISA be included in an SPD. This wording tracks suggested language in DOL Regulation §2520.102-3.

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, 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.

Other Rights

This section clarifies rights when there are benefit overpayments due to receipt of deductible sources of income in the context of an ERISA claim.

Discretionary Acts

This section clarifies rights Unum has to make benefit determinations and a claimant's right to seek review in court.

OTHER RIGHTS

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

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 evaluating those decisions.

Privacy

This is Unum's required privacy notice.

Unum's Commitment to Privacy

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

Collecting Information

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

Sharing Information

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

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

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

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

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

Safeguarding Information

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

Access to Information

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

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

Correction of Information

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

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

Coverage Decisions

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

Contacting Us

For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit www.unum.com/privacy or www.coloniallife.com or write to: Privacy Officer, Unum, 2211 Congress Street, C467, Portland, Maine 04122. We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

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

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

MK-1518 (9-12)

RATE INFORMATION AMENDMENT

This amendment forms a part of Group Policy No. 181000 001 issued to the Policyholder: ABC Company

WHAT IS THE COST OF THIS INSURANCE?

The initial premium for each plan is based on the initial rate(s) shown below.

SHORT TERM DISABILITY

INITIAL RATE

Premium payments are required for an insured while he or she is receiving Short Term Disability payments under this plan.

Monthly rate of: \$.21 per \$10 of weekly benefit.

RATE GUARANTEE AND RATE CHANGES

A change in premium rate will not take effect before May 1, 2011. However, Unum may change premium rates at any time for reasons which affect the risk assumed, including those reasons shown below:

- a change occurs in this plan design
- a division, subsidiary, or affiliated company is added or deleted;
- the number of insureds changes by 25% or more; or
- a new law or a change in any existing law is enacted which applies to this plan;

Unum will notify the Policyholder in writing at least 31 days before a premium rate is changed. A change may take effect on an earlier date when both Unum and the Policyholder agree.

WHEN IS PREMIUM DUE FOR THIS POLICY?

Premium Due Dates: May 1, 2011 and the first day of each calendar month thereafter.

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

The effective date of this amendment is May 1, 2011.

Dated at Portland, Maine on May 1, 2011.



Better benefits at work.

Disability
Insurance

Annotated Sample Policy

Long Term Disability Insurance
2-Year Regular Occupation with Residual

Standard and Optional Features Listing

This sample policy includes the following standard and optional features listed here.

Standard Features	Page(s)
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Deductible Sources of Income.....	17-18
Definition of Disability.....	14
Dependent Care Expense Benefit	4,27
Elimination Period (EP)	3,14
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ERISA

As a service to our customers whose plans are governed by ERISA, the booklets we prepare for distribution by the Policyholder to plan participants can include the summary plan description required for typical ERISA plans.

Note: This page is not part of the actual policy. It has been added to help you identify and locate policy provisions more efficiently. Please contact your Unum representative to learn more.

Group Disability Insurance



This is a sample policy and is not intended to replace the issued policy. Actual wording is based on the coverage selected and the state in which the policy is delivered.

Non-participating means that the Policyholder does not participate in the profits of the insurer.

GROUP INSURANCE POLICY NON-PARTICIPATING

POLICYHOLDER: ABC Company

POLICY NUMBER: 123456

POLICY EFFECTIVE DATE: January 1, 2009

POLICY ANNIVERSARY DATE: January 1

GOVERNING JURISDICTION: Maine

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

The policyholder should read this policy carefully and contact Unum promptly with any questions. This policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. This policy consists of:

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

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

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

President

Secretary

Unum Life Insurance Company of America
2211 Congress Street, Portland, ME 04122
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Table of Contents

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Glossary

Terms defined in the glossary are bolded the first time they appear in the policy.

Benefits at a Glance

Overview Section

This section of the policy provides a brief overview of the coverage selected by the Policyholder. The full terms of the policy govern. Many other options are available.

Eligible Group

Describes the employees eligible for coverage. More than one eligible group may be used, allowing the Policyholder to differentiate coverage between groups.

Waiting Period

Describes how long an employee must work for the employer before becoming eligible for coverage.

Credit Prior Service

Optional feature. Any prior period of work with the employer (not just time in an eligible group) will count towards satisfying the waiting period.

Elimination Period

Elimination period is the period of time an insured individual must be disabled by injury or sickness before benefits begin. Policyholders may also elect to delay the start of benefits until after any salary continuation or accumulated sick leave benefits are received.

Accumulation Period

Optional feature. The accumulation period supports insured individuals who return to work or continue to work during their elimination period.

LONG TERM DISABILITY PLAN

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

EMPLOYER'S ORIGINAL PLAN

EFFECTIVE DATE: January 1, 2009

POLICY NUMBER: 123456

ELIGIBLE GROUP(S): All employees in active employment in the United States with the Employer

MINIMUM HOURS REQUIREMENT: Employees must be working at least 30 hours per week.

WAITING PERIOD: For employees in an eligible group on or before January 1, 2009: None
For employees entering an eligible group after January 1, 2009: 30 days of continuous active employment

REHIRE: If your employment ends and you are rehired within 12 months, your previous work while in an eligible group will apply toward the waiting period. All other policy provisions apply.

CREDIT PRIOR SERVICE: Unum will apply any prior period of work with your Employer toward the waiting period to determine your eligibility date.

WHO PAYS FOR THE COVERAGE: Your Employer pays the cost of your coverage.

ELIMINATION PERIOD: 90 days

Accumulation Period: 180 days

Benefits begin the day after the elimination period is completed.

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

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

Maximum Period of Payment

Unum offers a variety of payment duration schedules that comply with the federal Age Discrimination in Employment Act (ADEA). Similar assurance can not be given if a customer elects to use a benefit reduction schedule which is not part of our standard offering.

Waiver of Premium

Premium is waived while the insured individual is receiving benefits.

Rehabilitation and Return-to-Work Assistance Benefit

Standard feature. This provides financial incentives to help insured individuals return to work.

Dependent Care Expense Benefit

Standard feature. This is available to insured individuals who participate in a Rehabilitation and Return-to-Work Assistance Program. "Dependent" applies to children less than age 15 and other family members who require personal care assistance.

MAXIMUM PERIOD OF PAYMENT:

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than age 62	To Social Security Normal Retirement Age
Age 62	60 months
Age 63	48 months
Age 64	42 months
Age 65	36 months
Age 66	30 months
Age 67	24 months
Age 68	18 months
Age 69 or older	12 months

<u>Year of Birth</u>	<u>Social Security Normal Retirement Age</u>
1937 or before	65 years
1938	65 years 2 months
1939	65 years 4 months
1940	65 years 6 months
1941	65 years 8 months
1942	65 years 10 months
1943-1954	66 years
1955	66 years 2 months
1956	66 years 4 months
1957	66 years 6 months
1958	66 years 8 months
1959	66 years 10 months
1960 and after	67 years

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

REHABILITATION AND RETURN-TO-WORK ASSISTANCE BENEFIT:

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

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

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

DEPENDENT CARE EXPENSE BENEFIT:

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

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

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

Education Benefit

Optional feature. This provides an additional payment to the disabled insured individual for each eligible child in post-secondary school.

Total Benefit Cap

Standard feature. The total benefit payable under this plan will not exceed 100% of monthly earnings.

Total Benefit Cap:

- does not apply to COLA; and
- increases to 110% to accommodate the additional incentive benefit while the insured individual is participating in a Rehabilitation & Return-to-Work Assistance program

Pre-existing

In some cases the policy will limit or exclude coverage for conditions that are pre-existing. See explanation on page 22. Various options are available within product and state law limitations.

EDUCATION BENEFIT: \$400 per month, per child

TOTAL BENEFIT CAP: The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings, unless the excess amount is payable as a Cost of Living Adjustment. However, if you are participating in Unum's Rehabilitation and Return-to-Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings, unless the excess amount is payable as a Cost of Living Adjustment.

OTHER FEATURES:

Continuity of Coverage

Conversion

Cost of Living Adjustment

Disability Plus

Healthcare Protect Benefit

Infectious and Contagious Disease Rider

Minimum Benefit

Pre-Existing: 3/12

Recovery Income Protection

Retirement Income Protection

Revenue Protection

Spouse Disability Benefit

Survivor Benefit

Work-Life Balance Employee Assistance Program

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

Claim Information

LONG TERM DISABILITY

WHEN DO YOU NOTIFY UNUM OF A CLAIM?

We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent within 30 days after the date your disability begins. However, you must send Unum written proof of your claim no later than 90 days after your elimination period. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

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

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

HOW DO YOU FILE A CLAIM?

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

WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

Your proof of claim, provided at your expense, must show:

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

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

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

TO WHOM WILL UNUM MAKE PAYMENTS?

Unum will make payments to you.

WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?

Unum has the right to recover any overpayments due to:

- fraud;
- any error Unum makes in processing a claim; and
- your receipt of deductible sources of income.

You must reimburse us in full. We will determine the method by which the repayment is to be made. Unum will not recover more money than the amount we paid you.

Notice and Proof of Claim

Notice of claim provides guidelines on when a claim must be submitted, giving Unum the opportunity to fully investigate the claim. Notice of claim is not the same as proof of claim. Proof of claim involves the provision of supporting information sufficient for Unum to determine that benefits are payable.

- *Written notice of claim to Unum: due within 30 days after disability begins.*
- *Written proof of claim: generally due within 90 days after your elimination period.*

ERISA Claim Information

The ERISA (or Additional Summary Plan Description) section, included as part of the employee booklet, contains additional information about our claims procedures.

Policyholder Provisions

Policyholder Provisions

Information pertinent to the employer only.

Waiver of Premium

Waiver of premium is standard.

Rate Information Amendment

Rate information is shown on a separate Rate Information Amendment that appears after the Glossary in this sample policy.

Premium Changes

If a change occurs less than a month prior to a billing due date, no premium adjustment for that month will be credited or due.

Errors

Errors made by Unum will not affect a person's eligibility for coverage or coverage amounts.

WHAT IS THE COST OF THIS INSURANCE?

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

WAIVER OF PREMIUM

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

INITIAL RATE GUARANTEE AND RATE CHANGES

Refer to the Rate Information Amendment(s).

WHEN IS PREMIUM DUE FOR THIS POLICY?

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

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

WHEN ARE INCREASES OR DECREASES IN PREMIUM DUE?

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

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

Unum will only adjust premium for the current policy year and the prior policy year.

In the case of fraud, premium adjustments will be made for all policy years.

WHAT INFORMATION DOES UNUM REQUIRE FROM THE POLICYHOLDER?

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

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

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

Clerical error or omission by Unum will not:

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

Cancel or Modify

Unum cannot cancel or modify the policy except under these conditions.

Participation requirements can vary.

Grace Period

Most policies have a 31-day grace period.

Non-Payment

If premium is not received by the end of the grace period, we may elect to cancel the policy.

Policyholder Cancellation

The Policyholder may cancel the policy at any time with appropriate notification.

Vested Benefits

Claims for which Unum is liable will not be affected if the policy is cancelled.

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

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

- by Unum; or
- by the Policyholder

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

- there is less than 75% participation of those eligible employees who pay all or part of their premium for a plan; or
- there is less than 100% participation of those eligible employees for a Policyholder paid plan;
- the Policyholder does not promptly provide Unum with information that is reasonably required;
- the Policyholder fails to perform any of its obligations that relate to this policy
- fewer than 10 employees are insured under a plan;
- the premium is not paid in accordance with the provisions of this policy that specify whether the Policyholder, the employee, or both, pay(s) the premiums;
- the Policyholder does not promptly report to Unum the names of any employees who are added or deleted from the eligible group;
- Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Policyholder and/or its employees; or
- the Policyholder fails to pay any premium within the 31-day grace period.

If Unum cancels or modifies this policy or a plan, for reasons other than the Policyholder's failure to pay premium, a written notice will be delivered to the Policyholder at least 31 days (varies by state) prior to the cancellation date or modification date. The Policyholder may cancel this policy or a plan if the modifications are unacceptable.

If any portion of the premium is not paid during the grace period, Unum will either cancel or modify the policy or plan automatically at the end of the grace period. The Policyholder is liable for premium for coverage during the grace period. The Policyholder must pay Unum all premium due for the full period each plan is in force.

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

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

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

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

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

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

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

We will not:

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

DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES INCLUDE:

NAME/LOCATION (CITY AND STATE)

None

Family and Medical Leave

If coverage is not continued by the Policyholder during an approved leave, then it will be reinstated without penalty when the employee returns to active employment (in an eligible class).

Covered Entities

The names and locations of divisions, subsidiaries or affiliated companies that are also covered under the policy are listed here.

Certificate Section

Employee Booklet

This certificate section consists of this page and all the following pages except the Rate Information Amendment. This section and the Benefits at a Glance, Claim and ERISA sections, comprise the employee booklet.

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

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

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

If the terms and provisions of the certificate of coverage (issued to you) are different from the policy (issued to the Policyholder), the policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, Unum has discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

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

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

GENERAL PROVISIONS

Certificate of Coverage

This section outlines the long term disability benefits and principal provisions.

Coverage Begins

The date on which coverage begins varies based on when the coverage is applied for and who pays for the coverage.

Evidence of Insurability

When employees who make contributions for their coverage do not enroll within 31 days, they must submit evidence of insurability. Coverage will begin no earlier than the date Unum approves the application.

Normal Vacation

Normal vacation is considered active employment.

Leaves of Absence and Layoffs

Standard feature. If premium is paid, coverage can be extended for a short period of time during leaves of absence and layoffs.

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by Unum and may include attachments. It tells you:

- the coverage to which you may be entitled;
- to whom Unum will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are working for your Employer in an eligible group, the date you are eligible for coverage is the later of:

- the plan effective date; or
- the day after you complete your waiting period.

WHEN DOES YOUR COVERAGE BEGIN?

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

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

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

Evidence of insurability is required if you:

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

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

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

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

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

If you are on a temporary layoff, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your temporary layoff begins.

If you are on a leave of absence, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your leave of absence begins.

Remedies

Unless there are special circumstances, in an ERISA-governed case, an employee must follow the plan's appeal process before bringing a lawsuit.

Representations

Statements on applications made by the employee and Policyholder must be true and complete. Incorrect statements made by the employee or Policyholder can affect an employee's claim or coverage.

WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?

Once your coverage begins, any increased or additional coverage will take effect immediately if you are in active employment or if you are on a covered layoff or leave of absence. If you are not in active employment due to injury or sickness, any increased or additional coverage will begin on the date you return to active employment.

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

WHEN DOES YOUR COVERAGE END?

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

- the date the policy or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions; or
- the last day you are in active employment except as provided under the covered layoff or leave of absence provision.

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

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

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

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

Unum considers any statements you or your Employer make in a signed application for coverage a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

We will use only statements made in a signed application as a basis for doing this.

If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.

Fraud

Unum will make use of all available remedies in the event of fraud.

HOW WILL UNUM HANDLE INSURANCE FRAUD?

Unum wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if you knowingly, and with intent to injure, defraud or deceive Unum, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

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

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

DOES YOUR EMPLOYER ACT AS YOUR AGENT OR UNUM'S AGENT?

For purposes of the policy, your Employer acts on its own behalf or as your agent. Under no circumstances will your Employer be deemed the agent of Unum.

Benefit Information

Definition of Disability

This sample policy uses a 2-Year Regular Occupation with Residual definition of disability. Several other definitions are available. This definition is based on the insured individual's ability to work in his or her regular occupation for the first two years of disability. After two years, the definition of disability will be based on any gainful occupation, which considers the insured individual's ability to achieve a reasonable earnings level, based on his or her education, training and experience.

A loss of earnings is required to receive benefit payments.

Accumulation Period

Optional feature. The accumulation period supports insured individuals who return to work or continue to work during their elimination period.

Elimination Period Qualification

Standard feature with residual coverage. This allows insured individuals to satisfy the elimination period even when they have no earnings loss or are working. An earnings loss is required, however, for benefits to begin.

HOW DOES UNUM DEFINE DISABILITY?

You are disabled when Unum determines that:

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

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

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

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

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

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

You must be continuously disabled through your **elimination period**. The days that you are not disabled will not count toward your elimination period.

Your elimination period is 90 days.

In addition, if you return to work while satisfying your elimination period, and are no longer disabled, you may satisfy your elimination period within the **accumulation period**. You do not need to be continuously disabled through your elimination period if you are satisfying your elimination period under this provision. If you do not satisfy the elimination period within the accumulation period, a new period of disability will begin.

Your accumulation period is 180 days.

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

CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?

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

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

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

Payment Amount When Disabled and Not Working

Benefit calculation used when the insured individuals is not working. This is a sample calculation. Other benefit percentages and maximums are available.

Total Benefit Cap

Standard feature. The total benefit payable under this plan will not exceed 100% of monthly earnings. Total Benefit Cap:

- does not apply to COLA and
- increases to 110% to accommodate the additional incentive benefit while the insured individuals is participating in a Rehabilitation & Return-to-Work Assistance program.

Monthly Earnings Definition

There are many standard definitions of earnings available to the policyholder. Aspects of some of the other standard definitions are the exclusion of shift differential and the inclusion of commissions and bonuses.

HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED?

We will follow this process to figure your payment:

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

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

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

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

WHAT ARE YOUR MONTHLY EARNINGS?

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

Bonuses will be averaged for the lesser of:

- a. the prior calendar year's 12 month period of your employment with your Employer just prior to the date disability begins; or
- b. the period of actual employment with your Employer.

Commissions will be averaged for the lesser of:

- a. the 12 full calendar month period of your employment with your Employer just prior to the date disability begins; or
- b. the period of actual employment with your Employer.

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

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

Payment Amount When Disabled and Working

These are the benefit calculations used when the insured individual is disabled and working:

For the first 12 months (the work incentive benefit period) while the claimant is disabled and working at a reduced capacity, Unum's benefit payment, in conjunction with disability earnings, may result in the replacement of up to 100% of the claimant's pre-disability earnings.

After the first 12 months while claimant is disabled and working at a reduced capacity, Unum's benefit payment proportionately decreases as the claimant's disability earnings increase.

Cost of Living Adjustment (COLA)

Optional benefit that increases the benefit payment and helps it keep pace with inflation. Various percentage rate adjustments and time periods are available. COLA increases can begin as early as the first anniversary of benefits.

NOTE: The Total Benefit Cap does NOT limit COLA increases.

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

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

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

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

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

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

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

After 12 months of payments, while working, you will receive payments based on the percentage of income you are losing due to your disability.

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your monthly payment by the answer in Item 2.

This is the amount Unum will pay you each month.

Unum may require you to send proof of your monthly disability earnings at least quarterly. We will adjust your payment based on your quarterly disability earnings.

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

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

WILL YOUR PAYMENT BE ADJUSTED BY A COST OF LIVING INCREASE?

Unum will make a cost of living adjustment (COLA) after you have received 1 full year of payments.

Beginning on the first anniversary of payments and each following anniversary while you continue to receive payments for your disability, your payment will increase by the lesser of:

- 3%; or
- 1/2 of the annual percentage increase in the Consumer Price Index for the calendar year just prior to the relevant anniversary.

Each month Unum will add the cost of living adjustment to your monthly payment. When Unum adds the adjustment to your payment, the increase may cause your payment to exceed the maximum monthly benefit.

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

Fluctuating Earnings

When disability earnings fluctuate widely, we will average them over a 3-month period to determine if the 80% earnings cap has been reached.

Deductible Sources of Income

This section describes payments a claimant may receive or be entitled to receive which are deducted from the gross disability payment to determine the monthly benefit. Some deductible sources of income can be added or removed.

HOW CAN WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?

If your disability earnings routinely fluctuate widely from month to month, Unum may average your disability earnings over the most recent 3 months to determine if your claim should continue.

If Unum averages your disability earnings, we will not terminate your claim unless the average of your disability earnings from the last 3 months exceeds 80% of indexed monthly earnings.

We will not pay you for any month during which disability earnings exceed 80% of indexed monthly earnings.

WHAT ARE DEDUCTIBLE SOURCES OF INCOME?

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

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

5. The amount that you:

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

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

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

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

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

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

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

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

WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?

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

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

Non-deductible Sources of Income

These are examples of sources of income that will not be deducted from the gross disability payment to determine the monthly payment. These may vary based on the Policyholder's plan.

Minimum Monthly Benefit

Standard feature. Regardless of other sources of income, employees eligible for benefits will always receive at least the minimum monthly benefit unless that amount is being repaid to Unum to reduce the amount of an overpayment.

WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT (MINIMUM BENEFIT)?

The minimum monthly payment is the greater of:

- \$100; or
- 10% of your gross disability payment.

Unum may apply this amount toward an outstanding overpayment.

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

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

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

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

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

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

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

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

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

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

Maximum Period of Payment
 Unum offers a variety of duration schedules that comply with the federal Age Discrimination in Employment Act (ADEA) guidelines. Similar assurance can not be given if a customer elects to use a benefit reduction schedule which is not part of our standard offering.

HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?

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

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than age 62	To Social Security Normal Retirement Age
Age 62	60 months
Age 63	48 months
Age 64	42 months
Age 65	36 months
Age 66	30 months
Age 67	24 months
Age 68	18 months
Age 69 or older	12 months

<u>Year of Birth</u>	<u>Social Security Normal Retirement Age</u>
1937 or before	65 years
1938	65 years 2 months
1939	65 years 4 months
1940	65 years 6 months
1941	65 years 8 months
1942	65 years 10 months
1943-1954	66 years
1955	66 years 2 months
1956	66 years 4 months
1957	66 years 6 months
1958	66 years 8 months
1959	66 years 10 months
1960 and after	67 years

End of Payments
 Payments continue for two years when the claimant is disabled and unable to work in his or her regular occupation and thereafter unable to work in any gainful occupation. Gainful occupation considers the claimant's ability to achieve a reasonable earning level, based on the claimant's education, training and experience. This is consistent with the 2-Year Regular Occupation with Residual definition of disability used in this sample policy.

WHEN WILL PAYMENTS STOP?

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

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

Mental Illness/
Self-Reported Payments

Standard plans limit benefits to 24 months for disabilities due to mental illness. Other options are available within product and state law limitations. The sample policy applies the same limited benefit period to disabilities based on self-reported symptoms. The limited benefit period is a lifetime maximum and runs concurrently with benefit periods for other disabilities.

Confinement

Benefits will continue beyond 24 months if the person is confined to a hospital or institution.

Dementia

The mental illness limitation does not apply to dementia due to any of these conditions.

Exclusions

Standard exclusions. Other options are available.

WHAT DISABILITIES HAVE A LIMITED PAY PERIOD UNDER YOUR PLAN?

The lifetime cumulative maximum benefit period for all disabilities due to **mental illness** and disabilities based primarily on **self reported symptoms** is 24 months. Only 24 months of benefits will be paid for any combination of such disabilities even if the disabilities:

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

Unum will continue to send you payments beyond the 24-month period if you meet one or both of these conditions:

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

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

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

2. In addition to Item 1, if, after the 24-month period for which you have received payments, you continue to be disabled and subsequently become confined to a hospital or institution for at least 14 days in a row, Unum will send payments during the length of the re-confinement.

Unum will not pay beyond the limited pay period as indicated above, or the maximum period of payment, whichever occurs first.

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

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

WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?

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

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

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

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

Pre-existing Condition

In some cases the policy will limit or exclude coverage for conditions that are pre-existing. See explanation. Various options are available within product and state law limitations.

Recurrent Disability

Standard feature. This supports the claimant's return to work. It waives the elimination period for recurrent disabilities when the claimant returns to work with the same employer within 6 months.

WHAT IS A PRE-EXISTING CONDITION?

You have a pre-existing condition if:

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

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

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

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

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

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

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

Other Benefit Features

Recovery Income Protection Benefit

Optional feature. Following disability, an additional benefit may be paid while the insured rebuilds earnings.

Survivor Benefit

Standard feature. A lump sum benefit may be paid at time of claimant's death.

A 24-month survivor benefit is also available.

Accelerated Survivor Benefit

Standard feature. The accelerated benefit will be paid upon request to insureds who are terminally ill and meet the conditions outlined.

If the accelerated benefit is requested, it is paid in lieu of the standard survivor benefit.

Continuity of Coverage

Standard feature. It protects the employee from coverage loss when the employer transfers group coverage to Unum.

WHAT RECOVERY INCOME PROTECTION DO YOU HAVE IF YOU RETURN TO WORK?

We will send you the monthly payment if you have been disabled and you satisfy each of the following:

- you have satisfied the elimination period for that disability;
- you return to your regular occupation full time with the Employer on the earlier of the date your disability ends or the date your benefits cease;
- you have a 20% or more loss in your indexed monthly earnings due to the same disability; and
- you have received at least 3 months of disability payments for that disability under the plan.

Recovery income protection benefit payments will end on the earliest of the following:

- the date 3 months recovery income protection benefits have been paid; or
- the date your current earnings exceed 80% of your indexed monthly earnings.

WHAT BENEFITS WILL BE PROVIDED TO YOU OR YOUR FAMILY IF YOU DIE OR ARE TERMINALLY ILL? (SURVIVOR BENEFIT)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Your coverage is subject to payment of premium.

Continuity of Coverage and Pre-Existing Condition

Standard feature. If there is a transfer of coverage between group carriers, time toward satisfying the pre-existing condition exclusion period with the prior employer will be considered. A new pre-existing condition exclusion period would apply to any increased coverage under the Unum plan.

Conversion

Optional feature. Employees who terminate employment with their employer can apply for basic LTD coverage under a group conversion policy (without evidence of insurability). The converted coverage will likely differ from the benefits available under the employer's plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Unum will determine the coverage you will have under the conversion policy.

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

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

- you are or become insured under another group long term disability plan within 31 days after your employment ends;
- you are disabled under the terms of the plan;
- you recover from a disability and do not return to work for your Employer;
- you are on a leave of absence; or
- your coverage under the plan ends for any of the following reasons:
 - the plan is cancelled;

Retirement Income Protection

Optional feature. Under this provision, Unum will make payments to the employer to continue making contributions on the claimant's behalf to a retirement plan. Certain conditions apply.

Revenue Protection

Optional feature. Payments will be made to the employer to compensate for the revenues lost due to an insured individual's disability. Other percentages and maximums are available.

- the plan is changed to exclude the group of employees to which you belong;
- you are no longer in an eligible group;
- you end your working career or retire and receive payment from any Employer's retirement plan; or
- you fail to pay the required premium under this plan.

WILL UNUM CONTINUE YOUR CONTRIBUTION TO YOUR 401(K) PLAN IF YOU ARE DISABLED? (RETIREMENT INCOME PROTECTION)

If you are receiving disability payments and have been a participant in the 401(k) plan for at least 3 months prior to your disability, we will pay your Employer an extra benefit to be deposited into the plan on your behalf.

We will pay your Employer 2% of your monthly earnings, not to exceed the maximum allowable by law.

If you are disabled and working and your monthly disability earnings are from 20% through 80% of your indexed monthly earnings, the benefit will be based on the percentage of income you are losing due to your disability according to the following steps.

1. Subtract your disability earnings from your indexed monthly earnings;
2. Divide the answer in Step 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your extra monthly benefit by the percentage of lost earnings calculated in Step 2.

This is the amount payable to your Employer for contribution into your 401(k) plan or, if the plan can not accept contributions for you, into a flexible premium deferred annuity that is established and maintained by you.

WHAT REVENUE PROTECTION WILL UNUM PROVIDE?

If you are receiving monthly payments under this plan, Unum will make a payment to the Policyholder. This payment will be paid for 6 months to the Policyholder. This payment will be 10% of your monthly earnings up to \$5,000. We will not subtract deductible sources of income from this payment.

If you are disabled and working and your monthly disability earnings are from 20% through 80% of your indexed monthly earnings, the payment will be based on the percentage of income you are losing due to your disability according to the following steps:

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Step 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply the extra payment (payable to the Policyholder, noted above) by the percent of lost earnings in Step 2.

This is the amount payable to the Policyholder.

WHEN WILL THE REVENUE PROTECTION BENEFIT BE PAID?

In order for the Policyholder to receive the Revenue Protection benefit, you must:

1. be insured under the plan; and
2. submit Evidence of Insurability at your expense and receive approval from Unum.

Rehabilitation and Return-to-Work Assistance Program

Standard feature. This provides vocational assistance to help claimants return to work.

Rehabilitation and Return-to-Work Assistance Benefit

Standard feature. Financial incentives to help claimants return to work.

If approved, coverage for the Revenue Protection benefit will become effective on the later of:

1. the date the Revenue Protection benefit is added to the plan; or
2. the date Unum gives its approval.

WHAT DISABILITIES ARE NOT COVERED UNDER THE REVENUE PROTECTION BENEFIT?

If you are insured on the effective date of this coverage, the Revenue Protection Benefit will not be paid for any disabilities caused by, contributed to by, or resulting from a pre-existing condition.

You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to January 1, 2009; and
- the disability begins in the first 12 months after January 1, 2009.

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

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

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

We will make the final determination of your eligibility for participation in the program. We will provide you with a written Rehabilitation and Return-to-Work Assistance plan developed specifically for you.

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

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

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

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

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

Dependent Care Expense Benefit

Standard feature. This is available to claimants who participate in a Rehabilitation and Return-to-Work Assistance program. "Dependent" applies to children less than age 15 and other family members who require personal care assistance.

Education Benefit

Optional feature. This provides an additional payment to help offset post-secondary education costs for eligible children while the insured individual is receiving benefits. Insureds do not have to be participating in a Rehabilitation & Return-to-Work Assistance program to be eligible.

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

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

This benefit payment may be paid in a lump sum.

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

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

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

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

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

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

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

Our payment of the Dependent Care Expense Benefit will:

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

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

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

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

WHAT ADDITIONAL BENEFIT IS AVAILABLE FOR EDUCATION EXPENSES?

If you are disabled and receiving LTD monthly benefits under this policy, you will receive a monthly Education Benefit in the amount of \$400 for each child that is an **eligible student**. Education Benefits are in addition to your LTD monthly benefit.

Benefits will be payable in between terms as long as the eligible student is enrolled for the next scheduled term.

Education Benefits will stop at the earliest of:

1. the date the child is no longer an eligible student; or
2. any other date monthly payments would stop in accordance with this plan.

Healthcare Protect Benefit

Optional feature. This provides an additional payment to insured individuals who are disabled and receiving benefits when they continue their medical coverage. Certain conditions apply.

WHAT ADDITIONAL BENEFIT IS AVAILABLE TO ASSIST YOU WITH CONTINUED HEALTHCARE COVERAGE COSTS?

If you are disabled and receiving Long Term Disability monthly payments under this plan, you will receive a monthly Healthcare Protect benefit in the amount of \$500 if you:

- were participating in your Employer's group medical plan on the date your disability began;
- received written notice that you are eligible to continue your medical plan coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or similar federal or state law; and
- Unum has received written proof you are participating in a medical plan.

Healthcare Protect benefits are in addition to your Long Term Disability monthly benefit.

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

HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?

Unum will send you a Healthcare Protect benefit payment each month that you qualify for the benefit for up to a total of 18 months. This is the maximum period of payments for the Healthcare Protect benefit for each claim for which you have had to complete an elimination period.

WHEN WILL HEALTHCARE PROTECT BENEFIT PAYMENTS END?

Healthcare Protect benefit payments will end on the earliest of the following:

- any date monthly payments would stop in accordance with this plan;
- the end of the maximum period of payment for this Healthcare Protect Benefit; or
- the date you are no longer participating in a medical plan.

DISABILITY PLUS RIDER

WHO IS ELIGIBLE FOR DISABILITY PLUS COVERAGE?

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

WHEN WILL THIS COVERAGE BECOME EFFECTIVE?

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

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

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

WHEN WILL YOU BE ELIGIBLE TO RECEIVE DISABILITY PLUS BENEFITS?

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

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

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

HOW MUCH WILL UNUM PAY IF YOU ARE DISABLED?

The Disability Plus benefit is 15% of monthly earnings to a maximum monthly benefit of the lesser of the LTD plan maximum monthly benefit or \$3,000.

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

WHAT EXCLUSIONS AND LIMITATIONS APPLY TO DISABILITY PLUS?

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

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

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

WHAT CLAIMS INFORMATION IS NEEDED FOR DISABILITY PLUS?

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

Disability Plus

Optional feature. This provides additional benefits to insured individuals who become cognitively impaired or are unable to independently perform two or more Activities of Daily Living (ADLs). The insured individuals must be receiving monthly payments in order to receive Disability Plus benefits. The Activities of Daily Living are bathing, dressing, toileting, transferring, continence, and eating.

Benefit Amount

Other percentages and maximums are available.

Disability Plus benefits are subject to the 100% Total Benefit Cap.

Exclusions

The loss must occur after the effective date of coverage.

WHEN WILL DISABILITY PLUS BENEFIT PAYMENTS END?

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

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

No survivor benefits are payable for the Disability Plus coverage.

WHAT IS THE WAIVER OF PREMIUM FOR DISABILITY PLUS?

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

Infectious and Contagious Disease Rider
Optional feature for medical professionals. This provides benefits when insured individuals test positive for an infectious and contagious disease and are limited in performing their occupation due to loss of licensure, or loss of patients or similar loss.

INFECTIOUS AND CONTAGIOUS DISEASE RIDER

All of the long term disability policy provisions and definitions apply to the coverage under this rider unless modified within this rider. For purpose of determining your coverage and eligibility for benefits under this rider:

- the terms disability and disabled as used in the policy shall mean impairment and impaired as used in this rider; and
- receiving a monthly benefit under this rider shall be treated as receiving a monthly benefit for disability under this long term disability policy.

WHAT IS AN INFECTIOUS AND CONTAGIOUS DISEASE?

Infectious and Contagious Disease means a disease:

1. that is classified by the Centers for Disease Control and Prevention (CDC), located in Atlanta, Georgia, or its successor, as infectious and contagious; and
2. which is reasonably considered to pose an immediate or potential life threatening risk to others while you perform your regular occupation.

WHEN WILL THIS COVERAGE BECOME EFFECTIVE?

You will become insured for an Infectious and Contagious Disease benefit on the later of:

- the effective date of this rider; or
- your effective date under the long term disability policy.

Infectious and Contagious Disease coverage will continue as long as this rider is in effect and you are insured under the long term disability policy.

WHEN ARE YOU ELIGIBLE FOR THE INFECTIOUS AND CONTAGIOUS DISEASE BENEFIT?

You are eligible for benefits if:

- you either initially test positive for an Infectious and Contagious Disease on or after the effective date of this rider; or
- you initially test positive for an Infectious and Contagious Disease on or after the effective date of your coverage under your prior plan and are not impaired on the effective date of this rider.

When your Employer changes insurance carriers to Unum, for purposes of this rider, a prior plan shall mean your Employer's group long term disability plan under which you were covered immediately prior to the date you became covered under this rider, and that provided a benefit similar to the one described in this rider.

Disability benefits under the policy are not payable at the same time as the Infectious and Contagious Disease benefit.

WHEN WILL INFECTIOUS AND CONTAGIOUS DISEASE BENEFIT PAYMENTS BEGIN?

You will begin to receive payments when we approve your claim, providing you have completed the elimination period and you are impaired as a result of an infectious and contagious disease. You are impaired by an infectious and contagious disease if:

- you are prevented or limited from performing the material and substantial duties of your regular occupation; and as a result
- you suffer an involuntary earnings loss of 20% or more of your indexed monthly earnings.

Benefit Payment

Disability benefits are not payable while benefits under this rider are being paid.

For purpose of satisfying the elimination period under this rider you must have a 20% or more loss in your indexed monthly earnings due to your impairment during the elimination period.

We will consider you prevented or limited from performing material and substantial duties of your regular occupation if as a direct result of testing positive for an Infectious and Contagious Disease:

- restrictions are placed on you by a licensing or privileging board, law or regulation;
- you lose your license, certification or privileges; or
- you can demonstrate that you have suffered an involuntary loss of patients or loss of work assignment which loss cannot be replaced through reasonable accommodation.

HOW MUCH WILL UNUM PAY YOU?

The process used to figure your Infectious and Contagious benefit payment amount is the same process used to determine your benefit when you are disabled, as defined in this long term disability policy, including reductions for Deductible Sources of Income.

HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?

Unum will send you payments each month up to the maximum period of payment. The maximum period of payment under this rider is 10 years.

This is the lifetime cumulative maximum benefit period for any combination of Infectious and Contagious Diseases even if they:

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

WHAT EXCLUSIONS AND LIMITATIONS APPLY TO THE INFECTIOUS AND CONTAGIOUS DISEASE BENEFIT?

All of the policy provisions that exclude or limit coverage apply to this Infectious and Contagious Disease Rider except that loss of professional license, occupational license or certification can be a contributing cause of your impairment under this rider.

WHAT IS A PRE-EXISTING CONDITION?

For purposes of defining a pre-existing condition under this rider the effective date of coverage means the effective date of coverage under this Infectious and Contagious Disease Rider.

HOW DOES CONTINUITY OF COVERAGE APPLY TO THIS RIDER?

The continuity of coverage provision of the policy will apply to this Infectious and Contagious Disease Rider so long as you were insured for a similar benefit under your prior plan.

WHEN WILL THE INFECTIOUS AND CONTAGIOUS DISEASE BENEFIT TERMINATE?

The Infectious and Contagious Disease Benefit will terminate on the earliest of the following dates:

- the date you no longer test positive for an Infectious and Contagious Disease; or
- the date the disease for which you tested positive is no longer an Infectious and Contagious Disease as defined in this rider; or
- the date you are no longer impaired under the terms of the Infectious and Contagious Disease Rider; or
- the end of the maximum period of payments for the Infectious and Contagious Disease Benefit; or
- the date your monthly benefit for disability would have terminated if you had been disabled instead of impaired; or
- after 12 months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 12 months; or
- the date your monthly disability earnings exceed 80% of your indexed monthly earnings; or
- the date you die.

When you are no longer receiving a monthly benefit under this rider, the monthly benefit for a disability may be paid, if applicable. You will not have to satisfy a new elimination period to receive the monthly benefits for disability. The months you receive benefits under this rider will be excluded in computing the number of months you receive payments for disability and in computing any remaining maximum benefit period for disability.

SPOUSE DISABILITY BENEFIT

Spouse Disability Benefit

Optional feature. This provides a benefit when the spouse is either cognitively impaired or is unable to perform 2 or more activities of daily living (ADLs).

Only the policy's definitions and sections titled "How Can Statements Made in Your Application For This Coverage Be Used" and "Long Term Disability Claim Information" will apply unless modified below.

WHO IS ELIGIBLE FOR THIS BENEFIT?

A spouse, who is legally married to an employee insured under the policy, is eligible for this benefit.

WHO PAYS FOR THIS BENEFIT?

The cost for this benefit is paid by the Policyholder.

WHEN WILL THIS BENEFIT BECOME EFFECTIVE?

You will become insured on the later of:

- the date you become eligible for this benefit; or
- the employee's effective date of insurance under the policy.

YOU and **YOUR** means an individual who is eligible for this benefit and whose coverage is in effect.

WHEN WILL YOUR COVERAGE END?

Coverage will end on the earliest of the following dates:

- the date the employee's insurance under the policy terminates;
- the date you are no longer eligible for this benefit;
- the date the policy terminates; or
- the date this benefit terminates.

Termination of this coverage under any conditions will not prejudice any payable claim which occurs while the coverage is in force.

There is no conversion privilege for this benefit.

MONTHLY BENEFIT PAYMENT: The monthly benefit payment is \$3,000 per month.

ELIMINATION PERIOD: The elimination period is 60 days during which no benefit is payable. The elimination period begins on the first day that you meet the benefit eligibility requirements.

LIFETIME MAXIMUM PERIOD OF PAYMENT: 2 years

WHEN WILL BENEFIT PAYMENTS BEGIN?

Benefits will become payable to you when we receive proof that the benefit eligibility requirements have been met throughout the elimination period. Benefit payments will not be made for any period during which you are outside of the United States, its territories or possessions for longer than 30 days.

WHAT ARE THE BENEFIT ELIGIBILITY REQUIREMENTS FOR THIS BENEFIT?

In order to meet the benefit eligibility requirements for this benefit, you must be disabled and under the regular care of a physician. You will be considered unable to perform an

Payment Options

Other duration and benefit amounts are available.

activity of daily living if the task cannot be performed safely without another person's standby assistance or verbal cueing.

DISABLED or **DISABILITY** means you are **cognitively impaired** or unable to perform 2 or more **activities of daily living**.

COGNITIVELY IMPAIRED means you have a deterioration or loss in intellectual capacity resulting from injury, sickness, advanced age, Alzheimer's disease or similar forms of irreversible dementia and need another person's assistance or verbal cueing for your own protection or for the protection of others.

ACTIVITIES OF DAILY LIVING mean:

- Bathing — the ability to wash yourself either in the tub or shower or by sponge bath with or without equipment or adaptive devices.
- Dressing — the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn.
- Toileting — the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing.
- Transferring — the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
- Continence — voluntarily controlling bowel and bladder function; or in the event of incontinence, maintaining a reasonable level of personal hygiene.
- Eating — getting nourishment into your body by any means once it has been prepared and made available to you.

WHAT DISABILITIES ARE NOT COVERED FOR THIS BENEFIT?

This benefit is not payable for any disability caused by, contributed to by, or resulting from:

- intentionally self-inflicted injuries
- active participation in a riot
- an attempt to commit or commission of a crime;
- commission of a crime for which you have been convicted;
- war, declared or undeclared, or any act of war
- **mental illness**
- alcoholism or the voluntary use of any controlled substance (as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments) unless prescribed by a physician.

This benefit is also not payable for any disability caused by, contributed to by, or resulting from a pre-existing condition which begins in the first 6 months after your effective date.

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

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

MENTAL ILLNESS means a psychiatric or psychological condition classified in the Diagnostic and Statistical Manual of Mental Health Disorders (DSM), published by the American Psychiatric Association, most current as of the start of a disability. Such disorders include,

Exclusions

Standard exclusions. Other options are available. Loss must occur after the effective date of coverage.

but are not limited to, psychotic, emotional or behavioral disorders, or disorders relating from stress. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the American Psychiatric Association as of the start of the disability.

PRE-EXISTING CONDITION is a sickness or injury for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 6 months just prior to your effective date.

WHEN WILL BENEFIT PAYMENTS END?

Payments will end on the earliest of the following dates:

- the date you no longer meet the benefit eligibility requirements;
- the end of the maximum period of payment;
- the date you die.

WHEN DO WE NEED TO BE NOTIFIED OF A CLAIM?

Written notice of claim should be sent to us within 30 days after the date disability begins. However, written proof of claim must be given to us no later than 90 days after the end of the elimination period. If it isn't possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

WHAT INFORMATION IS NEEDED AS PROOF OF CLAIM?

The proof, provided at your expense, must show:

- that you are under the regular care of a physician;
- the date your disability began;
- the cause of your disability;
- the extent of your disability;
- the name and address of any hospital or institution where you received treatment, including all attending physicians.

As part of proof of claim, we may request that you be examined, at our expense, by a physician and/or other medical practitioner of our choice. We may also require a claims assessment which is a review to help evaluate the claim. This assessment may include an interview with you at a location selected by Unum or our designated representative.

Proof of continued disability and regular care of a physician must be given to us within 45 days of the request for the proof.

Other Services

Work-Life Balance Employee Assistance Program

Standard feature. This provides information and support services to policyholders, employees and their families.

It can provide support during a period of disability and can also provide services and information before a disability begins.

Worksite Modification

Standard feature. This pays the employer for worksite modifications that we agree may help an insured individual return to work for the employer. It may also be used to assist an insured individual to continue working and not have to leave work or reduce hours.

Social Security Claimant Advocacy Program

Standard feature. This assists an insured individual through the Social Security Disability application and appeal process.

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

IS THERE A WORK-LIFE BALANCE EMPLOYEE ASSISTANCE PROGRAM AVAILABLE WITH THE PLAN?

We do provide you and your dependents access to a work-life balance assistance program designed to assist you with problems of daily living.

You can call and request assistance for virtually any personal or professional issue, from helping find a day care or transportation for an elderly parent, to researching possible colleges for a child, to helping to deal with the stress of the workplace. This work-life balance program is available for everyday issues as well as crisis support.

This service is also available to your Employer.

This program can be accessed by a 1-800 telephone number available 24 hours a day, 7 days a week or online through a website.

Information about this program can be obtained through your plan administrator.

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

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

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

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

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

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

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

Receiving Social Security benefits may enable:

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

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

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

GLOSSARY

This section defines terms used throughout the policy and will vary depending on the features selected.

Activities of Daily Living are used in the Disability Plus and Spouse Disability Benefit.

Dependent is used in the Dependent Care Expense benefit (in the standard Rehabilitation & Return-to-Work Assistance Program).

Eligible Student is used in the Education Benefit.

ACCUMULATION PERIOD means the period of time from the date disability begins during which you must satisfy the elimination period.

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

Your work site must be:

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

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

ACTIVITIES OF DAILY LIVING mean:

- Bathing — the ability to wash yourself either in the tub or shower or by sponge bath with or without equipment or adaptive devices.
- Dressing — the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn.
- Toileting — the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing.
- Transferring — the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
- Contenance — voluntarily controlling bowel and bladder function; or in the event of incontinence, maintaining a reasonable level of personal hygiene.
- Eating — getting nourishment into your body by any means once it has been prepared and made available to you.

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

DEPENDENT means:

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

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

ELIGIBLE STUDENT means your unmarried dependent child(ren) who are:

1. less than 25 years of age; and
2. attending an accredited post-secondary school beyond the 12th grade level on a **full-time** basis.

Gainful occupation is used to determine your eligibility for benefits following the regular occupation period.

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

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

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

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

FULL-TIME, as used with the Education Benefit, means a full course load as defined by the accredited post-secondary school.

GAINFUL OCCUPATION means an occupation that is or can be expected to provide you with an income within 12 months of your return to work, that exceeds:

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

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

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

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

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

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

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

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

INSURED means any person covered under a plan.

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

The 40-hour measurement is an optional feature. The remaining definition is standard.

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

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

LIMITED means what you cannot or are unable to do.

MATERIAL AND SUBSTANTIAL DUTIES means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, Unum will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

MAXIMUM CAPACITY means, based on your restrictions and limitations:

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

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

MEDICAL PLAN means a health plan which provides major medical, surgical, hospital or physician care or benefits, including a high deductible health plan as defined under Section 223(c) of the Internal Revenue Code ("Code"). A medical plan may be fully insured, fully self funded or a combination of both. However, a plan which provides coverage that is limited in scope, such as a plan that provides only prescription drug coverage, dental, vision, long-term care, accident or coverage for a specified condition or illness, or is an indemnity program providing a fixed benefit amount per day (or other period or occurrence) is not a medical plan. A health flexible spending arrangement as defined in Code section 106(c)(2) is also not a medical plan.

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

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

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

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

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

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

PHYSICIAN means:

- a person performing tasks that are within the limits of his or her medical license; and
- a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Unum will not recognize you, or your spouse, children, parents or siblings, as a physician for a claim that you send to us.

PLAN means a line of coverage under the policy.

POLICYHOLDER means the Employer to whom the policy is issued.

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

RECURRENT DISABILITY means a disability which is:

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

REGULAR CARE means:

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

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

RETIREMENT PLAN means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions. Retirement Plan includes but is not limited to any plan which is part of any federal, state, county, municipal or association retirement system.

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

SELF-REPORTED SYMPTOMS means the manifestations of your condition which you tell your physician, that are not verifiable using tests, procedures or clinical examinations standardly accepted in the practice of medicine. Examples of self-reported symptoms include, but are not limited to headaches, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy.

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

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

TOTAL COVERED PAYROLL means the total amount of monthly earnings for which employees are insured under this plan.

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

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

YOU means an employee who is eligible for Unum coverage.

401(k) PLAN means a plan which provides retirement benefits and which is not wholly funded by employee contributions. The term shall not include a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan or a non-qualified plan of deferred compensation.

Rate Information Amendment

This amendment forms a part of Group Policy No. [123456 001] issued to the Policyholder:

[A.B.C. Company]

WHAT IS THE COST OF THIS INSURANCE?

The initial premium for each plan is based on the initial rate(s) shown below.

LONG TERM DISABILITY

INITIAL RATE

Monthly rate of: .35% of total covered payroll.

RATE GUARANTEE AND RATE CHANGES

A change in premium rate will not take effect before [rate guarantee end date]. However, Unum may change premium rates at any time for reasons which affect the risk assumed, including those reasons shown below:

- a change occurs in this plan design;
- a division, subsidiary, or affiliated company is added or deleted;
- the number of insureds changes by 25% or more; or
- a new law or a change in any existing law is enacted which applies to this plan.

Unum will notify the Policyholder in writing at least 31 days before a premium rate is changed. A change may take effect on an earlier date when both Unum and the Policyholder agree.

WHEN IS PREMIUM DUE FOR THIS POLICY?

Premium Due Dates: [date] and the first day of each calendar month thereafter.

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

The effective date of this amendment is [date].

Dated at Portland, Maine on [date].

ERISA

ERISA

Standard feature. Applies when benefits are subject to ERISA. This section clarifies what documents can be used as a summary plan description and what documents form an ERISA plan.

This section contains information that federal law requires be included in an ERISA Summary Plan Description (SPD). When this section is combined with the insurance certificate, the resulting document complies with initial SPD requirements unless there are unique requirements applicable to the Policyholder's plan.

Only portions of this section are included for Policyholders who do not intend to use contract booklets as their SPD.

ADDITIONAL SUMMARY PLAN DESCRIPTION INFORMATION

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. 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: A.B.C. Company Plan

Name and Address of Employer:

Plan Identification Number:

- a. Employer IRS Identification #:
- b. Plan #:

Type of Welfare Plan: Disability

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:

Plan Administrator, Name, Address, and Telephone Number:

A.B.C. Company 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:

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

FUNDING AND CONTRIBUTIONS:

The Plan is funded by insurance issued by Unum Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122 (hereinafter referred to as "Unum") under policy number {{123456}} {{001}}. Contributions to the Plan are made as stated under "WHO PAYS FOR THE 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 this 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. Only an officer or registrar of Unum can approve a change. The change must be in writing and endorsed on or attached to the policy.

Policy Modification or Cancellation

This section is identical to the provision in the Employer section of the policy describing cancellation and modification procedures.

MODIFYING OR CANCELING THE POLICY OR A PLAN UNDER THE POLICY

The policy or a plan under the policy can be cancelled:

- by Unum; or
- by the Policyholder.

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

- there is less than 75% participation of those eligible employees who pay all or part of their premium for a plan; or
- there is less than 100% participation of those eligible employees for a Policyholder paid plan;
- the Policyholder does not promptly provide Unum with information that is reasonably required;
- the Policyholder fails to perform any of its obligations that relate to the policy;
- fewer than 10 employees are insured under a plan;
- the premium is not paid in accordance with the provisions of this policy that specify whether the Policyholder, the employee, or both, pay(s) the premiums;
- the Policyholder does not promptly report to Unum the names of any employees who are added or deleted from the eligible group;
- Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Policyholder and/or its employees;
- or the Policyholder fails to pay any portion of the premium within the 31 day grace period.

If Unum cancels or modifies the policy or a plan for reasons other than the Policyholder's failure to pay premium, a written notice will be delivered to the Policyholder at least 31 days prior to the cancellation date or modification date. The Policyholder may cancel this policy or a plan if the modifications are unacceptable.

If any portion of the premium is not paid during the grace period, Unum will either cancel or modify the policy or plan automatically at the end of the grace period. The Policyholder is liable for premium for coverage during the grace period. The Policyholder must pay Unum all premium due for the full period each plan is in force.

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

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

HOW TO FILE A CLAIM

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

Claims and Appeals

Explains the procedures used to adjudicate claims which are subject to ERISA

CLAIMS PROCEDURES

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

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

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

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

APPEAL PROCEDURES

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

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

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

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

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

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

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

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

ERISA Rights

The U.S. Department of Labor requires that this section describing employees' rights under ERISA be included in an SPD. This wording tracks suggested language in DOL Regulation §2520.102-3.

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, 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.

OTHER RIGHTS

This section clarifies rights when there are benefit overpayments due to receipt of deductible sources of income in the context of an ERISA claim.

Discretionary Acts

This section clarifies rights Unum has to make benefit determinations and a claimant's right to seek review in court.

OTHER RIGHTS

Unum, for itself and as claims fiduciary for the Plan, is entitled to legal and equitable relief to enforce its right to recover any benefit overpayments caused by your receipt of deductible sources of income from a third party.

This right of recovery is enforceable even if the amount you receive from the third party is less than the actual loss suffered by you but will not exceed the benefits paid you under the policy. Unum and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.

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 evaluating those decisions.

Privacy

This is Unum's required privacy notice.

UNUM'S COMMITMENT TO PRIVACY

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

COLLECTING INFORMATION

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

SHARING INFORMATION

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

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

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

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

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

SAFEGUARDING INFORMATION

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

ACCESS TO INFORMATION

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter

should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

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

CORRECTION OF INFORMATION

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

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

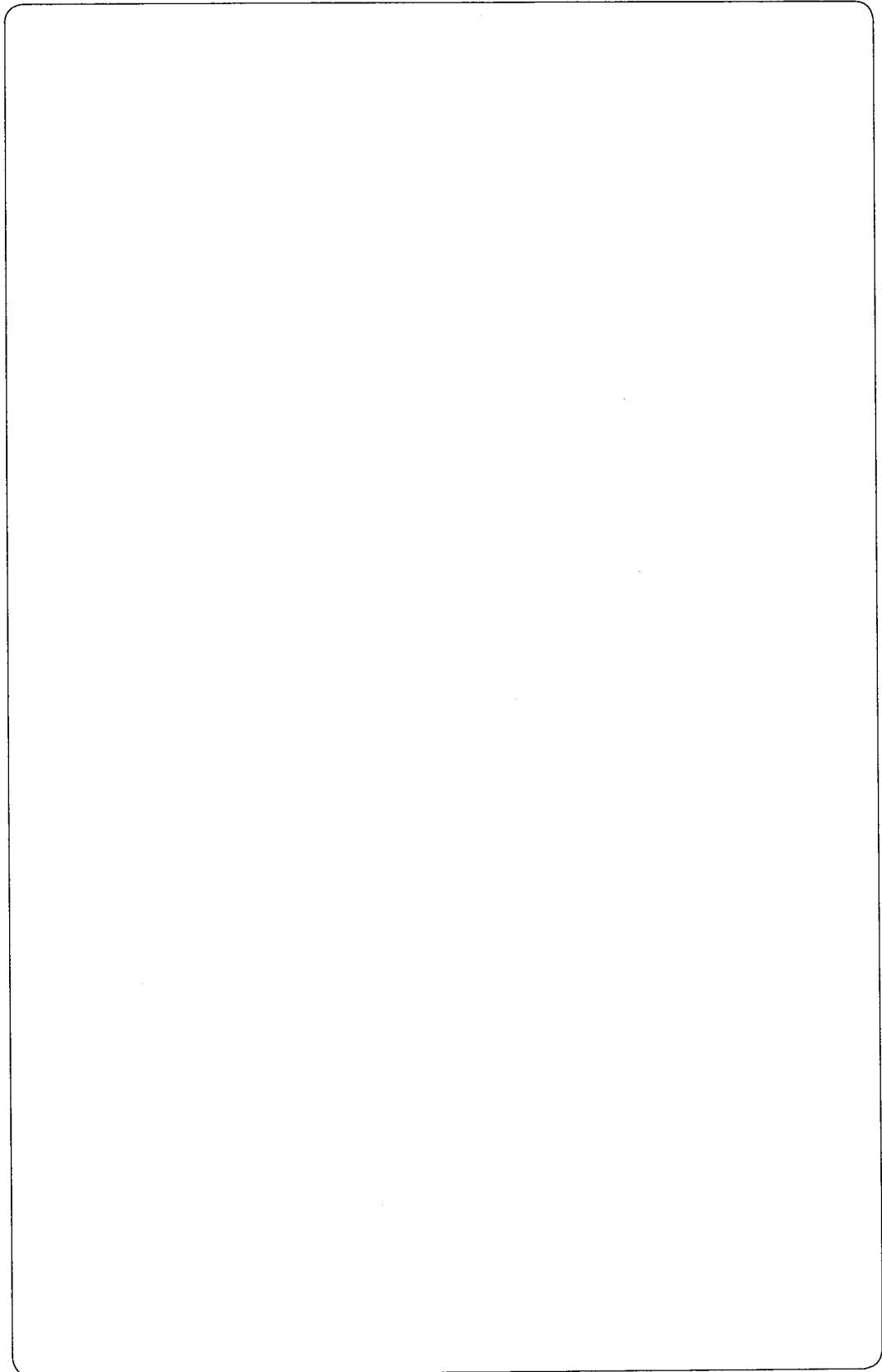
COVERAGE DECISIONS

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

CONTACTING US

For additional information about Unum's commitment to privacy, please visit www.unum.com/privacy or www.coloniallife.com or write to: Privacy Officer, Unum, 2211 Congress Street, C467, Portland, Maine 04122. We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

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





The Unum brand represents the disability income protection resources of several insuring companies with more than a century of industry experience. Marketing under the Unum brand, these companies provide a range of insurance solutions designed to help people balance their work and personal lives, return to work after disability, and protect their incomes and preserve their assets from the financial effects of illness and injury.

Underwritten by:

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

unum.com

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City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

DAVID M. KOORIS
Director

COMM. #30-12 Referred to ECD&E Committee on 02/04/2013

Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06605

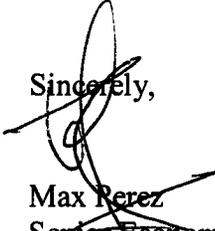
January 30, 2013

Re: A Resolution Authorizing the Disposition of 956 Main Street

Dear City Clerk:

Attached please find a resolution authorizing the disposition of 956 Main Street. This item is for referral to the Economic and Community Development and Environment Committee. Since the resolution contemplates the disposition of City-owned property, I would also request that a Public Hearing be conducted by the City Council prior to any vote to approve or disapprove the disposition of the Property.

Sincerely,


Max Perez
Senior Economic Development Associate

CC: Mayor Finch
Andrew Nunn, CAO
David Kooris, OPED

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A Resolution by the Bridgeport City Council
Regarding the Disposition of 956 Main Street

WHEREAS, the City of Bridgeport ("City") took possession of 956 Main Street, historically known as the City Savings Bank Building, and hereinafter referred to as the Property, via Tax Foreclosure in 1997; and

WHEREAS, for several years the City allowed the Property to be occupied and otherwise controlled by the Bridgeport Board of Education; and

WHEREAS, it is in the best interest of the City of Bridgeport to facilitate reinvestment in the Property and return it to the City's property tax roll, while ensuring to the greatest extent possible that ownership and development rights are granted to a capable party with a feasible and acceptable redevelopment plan consistent with the City's Master Plan and other relevant plans; and

WHEREAS, pursuant to a Request For Qualifications issued in October of 2010, and a selection approved by the City's Board of Public Purchases on February 9th, 2011, and an authorizing resolution passed by the Bridgeport City Council in the late spring of 2011, the City engaged AMS Real Estate, LLC to serve as Broker for the Property so as to assist the City in identifying a qualified buyer, as well as in negotiating and effectuating the successful sale of the Property; and

WHEREAS, AMS identified Forstone Capital LLC, as a qualified buyer, it being a formed partnership of individuals with extensive and applicable real estate development experience; and

WHEREAS, Forstone Capital LLC has proposed the commercial and/or residential redevelopment and renovation of this historic building in a manner consistent with the City's Master Plan; and

WHEREAS, the Office of Planning & Economic Development has recommended to the Mayor and to the City Council that Forstone Capital LLC be given the opportunity to purchase and develop the property subject to the terms and conditions generally outlined in the attached Contract of Sale;

NOW, THEREFORE BE IT RESOLVED, that the Bridgeport City Council authorizes the Mayor or the Director of the Office of Planning and Economic Development, or their designee(s), to negotiate and execute a Contract of Sale and/or Disposition Agreement with Forstone Capital LLC, or a commonly owned entity, to sell and develop the Property substantially in accord with the attached Contract of Sale; and to execute all other documents, take all other actions, and do all other things necessary in furtherance of this resolution in the City's best interests.

**Contract of Sale Terms – 956 Main Street
1-30-13**

Developer:	Forstone Capital LLC
Purchase Price:	\$850,000
AMS Broker Commission (6% adjusted downward)	\$ 45,000
Net Revenue to City:	\$805,000
Redevelopment:	Renovation, Commercial, Residential

***23-12 Consent Calendar**

Appointment of Steve O. McKenzie (R) to the Ethics Commission.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: February 4, 2013

Adopted: _____
Attest: *Fleeta C. Hudson*
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

***23-12 Consent Calendar**

RESOLVED, That the following named individual be, and hereby is, Appointed to the Ethics Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Steve O. McKenzie (R)
72 Granfield Avenue
Bridgeport, CT 06610

December 31, 2013

*This will fill a vacancy.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chair

Manuel Ayala, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Andre Baker

M. Evette Brantley

Jack Banta

Thomas McCarthy, President
(Added to make quorum)

RESOLUTION

Resolution in Support of a Smart and Strong Gun Legislation and continued dialogue on controlling gun violence and its root causes.

(SEE ATTACHED)

By Councilmember(s): Thomas C. McCarthy

Co-Sponsors: Susan Brannelly, Martin McCarthy, Jack Banta, Denise Taylor-Moye, M. Evette Brantley, John Olson, Howard Austin Sr., Michelle Lyons, Warren Blunt, Richard Bonney, Angel dePara Jr., Carlos Silva, Manuel Ayala, Lydia Martinez, Richard Paolotto Jr., Andre Baker Jr., James Holloway

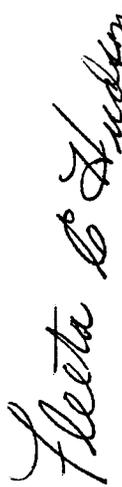
District: 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th & 139th

Introduced at a meeting of the City Council held:

February 4, 2013 (OFF THE FLOOR)

Referrals Made:

Referred As: IMMEDIATE CONSIDERATION



Attest: _____
City Clerk

Mayor

WHEREAS, the recent horrific tragedy in Newtown has begun a national conversation on gun violence and focuses the national attention on understanding the causes of gun violence, finding ways to decrease gun violence and providing for the safety of our children; and

WHEREAS, the Bridgeport City Council understands the need for the dialogue on gun violence and wants to strongly encourage the passage of smart gun control and mental health legislation that will address the root causes of gun violence and gun and ammunition access issues; and

WHEREAS, the City of Bridgeport is the largest city in the State of Connecticut and, as an urban environment, sees daily the scourge of gun violence on our streets and our children face a higher risk of gun violence; and

WHEREAS, the Bridgeport City Council, as representatives of the people of Bridgeport, understands that it is our duty and obligation to take action to protect our residents from gun violence, with a particularly strong obligation to ensure the safety of our children; and

WHEREAS, the Bridgeport City Council; therefore, wishes to express support for the efforts begun by the President and Congress to understand the causes of such violence, the role of firearms in such tragedies, and effective actions that can be taken to prevent and deter such acts of violence; and

WHEREAS, the Bridgeport City Council also wishes to express support for the call by the National League of Cities, The Connecticut Conference of Municipalities and others for the President and Congress to immediately take legislative action to accomplish such purposes to: immediately ban assault weapons and high-capacity magazines, institute comprehensive gun control including making the national background check for firearm purchasers more effective to deter individuals intent on violence from acquiring firearms, and significantly increasing the criminal penalties for "straw" purchases or illegal transfers of firearms; and

WHEREAS, in conjunction with solutions to change the culture of gun violence in the United States of America, the Bridgeport City Council expresses support for critical State and Federal legislation to mitigate gun violence including proposals such as:

- Microstamping: Require all semiautomatic handguns manufactured or delivered to any licensed CT dealer to microstamp ammunition.
- Ban Large Capacity Ammunition Feeding Devices – Close loophole that allows the sale of large capacity ammunition clips if they were manufactured before 1994 and ban the sale & possession of all high capacity magazines, regardless of when they were manufactured.
- Ban on Sale, Use or Possession of 50 caliber or Larger Weapons
- Five Year Renewable Permitting – Extend statewide practices to require the renewal of firearm permits every five years.
- Strengthen the Assault Weapons Ban – Broaden the definition of "assault weapon" to ban possession and sale of any weapon that has one prohibited characteristic rather than two, as current law requires

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- **Universal Background Checks** – Require all firearm sales be conducted through a licensed firearms dealer, so that all legal requirements are met, including a background check on the prospective purchaser. This bill would close the private sale loophole created by federal law, which accounts for up to 40% of all gun sales nationwide.
- **Regulate Ammunitions Sales** – Strict regulations to be imposed on ammunitions dealers. Requiring dealers to obtain permits, to retain detailed records, and to conduct inventory checks twice a year to account for any lost or stolen items.
- **One Gun A Month** – Prohibit the sale and purchase of more than one firearm during any thirty-day period to reduce the number of guns entering the illegal market. This bill would prevent gun traffickers from buying guns in bulk and reselling to prohibited purchasers.

Federal Legislation:

S.436 Schumer / H.R. 1781

McCarthy Fix Gun Checks Act of 2011 – Ensure all individuals prohibited from buying a firearm are listed in the national instant criminal background check system.

S.1973 Gillibrand

Gun Trafficking Prevention Act of 2012 – This bill makes trafficking or assisting in trafficking of firearms a federal crime; calls for stiff penalties to deter gun trafficking. Greater penalties for “kingpins” who organize gun trafficking rings; and makes it unlawful to ship or receive two or more firearms where the individual knows or has reason to believe that the firearms have been unlawfully obtained.

S.32 Lautenberg / H.R. 308 McCarthy

Large Capacity Ammunition Prohibitions – Prohibit the transfer or possession of large capacity ammunition feeding devices that are capable of holding more than 10 rounds of ammunition.

Connecticut Conference of Municipalities (CCM) Gun Control Legislative Proposals

No. 13. Outlaw the possession and purchase of body armor (exempting law enforcement and active military personnel), defined in Connecticut Law as being any material designed to be worn on the body and to provide bullet penetration resistance;

No. 10. Regulate the online purchase and delivery of ammunition by banning the use of rights-of-way for the transportation of ammunition.

WHEREAS, such laws will not, and should not, prevent the safe and responsible ownership and use of firearms by the citizens of the City of Bridgeport, the State of Connecticut and the United States of America, for sport, recreation and self-defense purposes; and

WHEREAS, such laws should, and will, promote and enhance the safety of our children, and their right to grow up and live full and productive lives, free of fear and injury; and

WHEREAS, the Bridgeport City Council further urges federal and state legislators to allocate funds to federal, state and local law enforcement agencies to enforce existing and proposed firearm safety laws; and

WHEREAS, the Bridgeport City Council also urges federal and state legislators to allocate funds and resources to mental health agencies to identify and provide services and support to those individuals who may be prone to acts of violence, and to their families, in order to prevent such acts; and

WHEREAS, the Bridgeport City Council urges our leaders to immediately take these initial steps, then continue on that path to change the culture of violence that pervades our society, and our nation; and

WHEREAS, the Bridgeport City Council will support and continue those efforts at the local level, including continuing an open dialogue with all residents on local action that should be taken to protect all residents from gun violence, but most especially our children; and

NOW, THEREFORE, BE IT RESOLVED that Bridgeport City Council does hereby:

1. Express its support for the smart and strong gun legislation listed in this resolution;
2. Express its support for the continuing dialogue on control gun violence and its root causes;
3. Express its support for strong action and leadership by Bridgeport's elected federal and state legislators on gun control and mental health legislation to curb the gun violence that affects the safety of our residents;
4. Authorize and direct a copy of this resolution to be sent to the President of the United States, the leaders of the Senate and the House of Representatives, and the elected representatives of the State of Connecticut in the United States Congress, Governor Malloy, the Bridgeport delegation in the Connecticut State Legislature and the Connecticut Speaker of the House and the President Pro Tempore of the State Senate, as evidence of the City's support for prompt and effective action to accomplish the purposes set forth above, protect the safety and wellbeing of our children by ensuring that all firearms are used safely and responsibly, and allocate the resources necessary to provide mental health services to those at risk of violent behavior and enforce gun control laws.

Ortiz, Frances

From: Anastasi, Mark T
Sent: Tuesday, February 05, 2013 11:05 AM
To: Ortiz, Frances
Cc: dcgr1@optonline.net
Subject: City Council Anti-Gun Violence Resolution

Below is the additional language adopted by the City Council last evening on Pres. McCarthy's Anti-Gun Violence Resolution:

Connecticut Conference of Municipalities (CCM) Gun Control Legislative Proposals

No. 13. Outlaw the possession and purchase of body armor (exempting law enforcement and active military personnel), defined in Connecticut Law as being any material designed to be worn on the body and to provide bullet penetration resistance;

No. 10. Regulate the online purchase and delivery of ammunition by banning the use of rights-of-way for the transportation of ammunition.

It is suggested that this language be inserted on page 2 of the Resolution between the S.32 Lautenber / H.R. 308 McCarthy . . . " and the first WHEREAS provision on that page. This language will then be part of the gun legislation referenced in No. 1 of the "Now Therefore, Be It Resolved" provision.

RECEIVED
CITY CLERK'S OFFICE
2013 FEB - 5 PM 12:18
CITY CLERK

(OFF THE FLOOR)

MEETING DATE: 2/4/13

NO. 31-12

COMMITTEE:

REFERRED TO COMM:

SUBJECT:

Gun Control

MOTION BY:

McCarthy

2ND BY:

Brantley

APPROVED

DENIED

TABLED

REF. TO COMM.

REMARKS:

T. McCarthy off the floor
Imm. Consideration (public safety)

YES

NO

Susan T. Brannelly		
Martin C. McCarthy		
Jack Banta		
Denese Taylor-Moye		
John W. Olson		
M. Evette Brantley		
Thomas C. McCarthy		
Howard Austin, Sr.		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Richard Bonney		
Warren Blunt		
Angel M. dePara, Jr.		
Carlos Silva		
Manual Ayala		
Lydia N. Martinez		
Richard M. Paoletto, Jr.		
Robert P. Curwen, Sr.		
Andre F. Baker, Jr.		
James Holloway		

RECEIVED
CITY OF CHICAGO
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ATTENTION

25-12 (A)

Settlement of Pending Litigation with Rinth Thach.

Report
of
Joint Committee
on
Miscellaneous Matters & Budget and
Appropriations

Submitted: February 4, 2012 (OFF THE FLOOR)

Adopted: _____

Attest: _____

Fleeta C. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Joint Committee on **Budget & Appropriations and Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

25-12 (A)

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Rinh Thach	Law Offices of John J. LaCava, LLC Stamford, CT 06905	Fire Case	\$825,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



Report of Joint Committee on Miscellaneous Matters & Budget And
Appropriations
25-12 (A)

-2-

RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON MISCELLANEOUS MATTERS AND BUDGET AND
APPROPRIATIONS

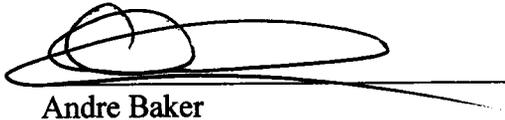
AmyMarie Vizzo-Paniccia, Co-chair



Angel M. dePara, Jr., Co-Chair



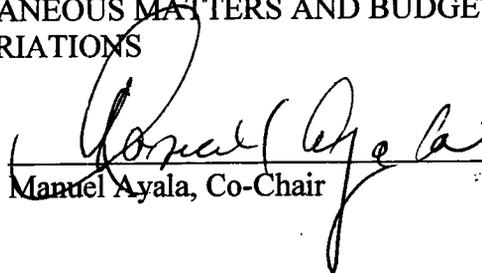
Denese Taylor-Moye



Andre Baker

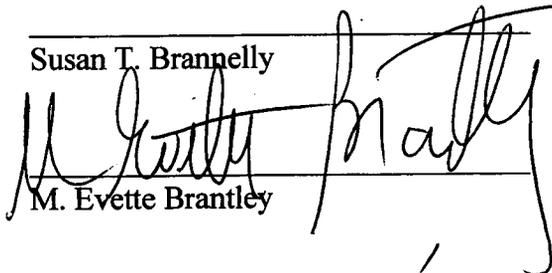
Jack O. Banta

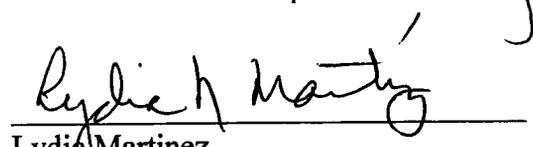
Carlos Silva


Manuel Ayala, Co-Chair

Robert P. Curwen, Sr., Co-Chair

Susan T. Brannelly


M. Evette Brantley


Lydia Martinez

Howard Austin, Sr.

Thomas McCarthy, President
(Added to make quorum)

Council Date: February 4, 2013 (OFF THE FLOOR)

25-12 (B)

Budget Transfer to the FY 2012-2013 General Fund
Budget for City Attorney From: Contingencies Account
01610000 57005 (\$825,000) To: Personal Property
Claims Account 01060000 53010 (\$825,000).

**Report
of
Committee
on**

**Joint Committee on Budget &
Appropriations and Miscellaneous Matters**

Submitted: February 4, 2013 (OFF THE FLOOR)

Adopted: _____

Attest: _____

Fleeta L Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Joint Committee on **Budget & Appropriations** and **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

25-12 (B)

RESOLVED, That the attached Justification Document regarding a Budget Transfer to Fiscal Year 2012-2013 General Fund Budget for City Attorney From: Contingencies Account 01610000 57005 (\$825,000) To: Personal Property Claims Account 01060000 53010 (\$825,000) in order to meet the terms of a proposed settlement be, and hereby is APPROVED.

Respectfully submitted,
**THE JOINT COMMITTEE ON BUDGET & APPROPRIATIONS AND
MISCELLANEOUS MATTERS**

Angel M. dePara, Jr.
Co-Chair

Robert P. Curwen, Sr.
Co-Chair

AmyMarie Vizzo-Paniccia
Co-Chair

Manuel Ayala
Co-Chair

Susan T. Brannelly

Lydia N. Martinez

Carlos Silva

Howard Austin, Sr.

Denese Taylor-Moya

Andre F. Baker, Jr.

M. Evette Brantley

Jack O. Banta

Thomas C. McCarthy, President
(Added to make Quorum)

25-12 (C)

Settlement of Pending Litigation with Donna Lillas
DENIED.

Report
of
Joint Committee
on
Miscellaneous Matters & Budget and
Appropriations

Submitted: February 4, 2012 (OFF THE FLOOR)

Adopted: _____
Attest: Fleeta C. Hudson
City Clerk

Approved: _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Joint Committee on **Budget & Appropriations** and **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

25-12 (C)

RESOLVED, that the proposed Settlement of Pending Litigation with Donna Lillas as presented by the City Attorney in an executive session of the Joint Miscellaneous Matters & Budget and Appropriations Committee held on January 31, 2013, be and it hereby, is **DENIED**.

RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON MISCELLANEOUS MATTERS AND BUDGET AND
APPROPRIATIONS

AmyMarie Vizzo-Paniccia, Co-chair

Angel M. dePara, Jr., Co-Chair

Denese Taylor-Moye

Andre Baker

Jack O. Banta

Carlos Silva

Manuel Ayala, Co-Chair

Robert P. Curwen, Sr., Co-Chair

Susan T. Brannelly

M. Evette Brantley

Lydia Martinez

Howard Austin, Sr.

Thomas McCarthy, President
(Added to make quorum)

Council Date: February 4, 2013 (Off The Floor)

RESOLUTION

By Councilmember(s): Andre Baker
Angel M. dePara, Co-Sponsor

Resolved, that an information session of the City Council Committee on Public Safety and Transportation be organized to dialogue on Anti-Violence and provide solution here in the City of Bridgeport; and be it further

Re: Resolution to schedule an information session to dialogue on Anti-Violence.

Resolved, that the Committee produce a report of findings and report back to council.

District: 139th and 136th

Introduced at a meeting
of the City Council, held:

February 4, 2013 (OFF THE FLOOR)

Referred to: Public Safety & Transportation Committee

Attest: _____
City Clerk

Referrals Made: _____

(OFF THE FLOOR)

MEETING DATE: 2-4-13

NO. 32-12

COMMITTEE:

REFERRED TO COMM.:

SUBJECT: Resolution to schedule an info session re: Anti-Violence.

MOTION BY: Baker

2ND BY: Holloway

APPROVED _____ DENIED _____ Tabled _____ REF. TO COMM.

REMARKS:

Superseded
refer resolution to public Safety Comm.

	YES	NO
Susan T. Brannelly		
Martin C. McCarthy		
Jack Banta		
Denese Taylor-Moye		
John W. Olson		
M. Evette Brantley		
Thomas C. McCarthy		
Howard Austin, Sr.		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Richard Bonney		
Warren Blunt		
Angel M. dePara, Jr.		
Carlos Silva		
Manual Ayala		
Lydia N. Martinez		
Richard M. Paoletto, Jr.		
Robert P. Curwen, Sr.		
Andre F. Baker, Jr.		
James Holloway		

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- This Resolution is A INTRO SESSION
to dialogue on Anti-Violent Prevent
Solution, Here in City of Bridgeport,
to produce a Report of Findings, then Report
back to Council.

Andre BAKER
CO-SPON ANGEL DEPARLE

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ATTEST
CITY CLERK