

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, MARCH 18, 2013

7:00 p.m.

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

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

49-12

Communication from City Attorney re: Proposed Agreement with Water Pollution Control Authority (W.P.C.A.) and Sacred Heart University, referred to Contracts Committee.

AGENDA
CITY COUNCIL MEETING
MONDAY, MARCH 18, 2013

7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

- 146-11** Public Hearing re: Disposition of City-Owned Properties by Auction, Sale to Abutter or by RFP.
- 30-12** Public Hearing re: Disposition of City-Owned Property Located at 956 Main Street – City Savings Bank Building.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 19, 2013

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 40-12** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130: Zaida Vanderbeck, **ACCEPTED AND MADE PART OF THE RECORD.**
- 41-12** Communication from Tax Collector re: Assignment of Tax Liens for Fiscal Year 2013, referred to Contracts Committee.
- 42-12** Communication from Tax Collector re: State Reimbursement of Low and Moderate Income Housing Tax for the Grand List of 2012, referred to Miscellaneous Matters Committee.
- 43-12** Communication from Mayor re: Proposed Five-Year Capital Plan (CP) for Fiscal Years 2014-2018, referred to Budget and Appropriations Committee.
- 45-12** Communication from OPED re: Proposed Resolution Authorizing the Disposition of Property Located at 1136, 1144, 1148-50, 1154-56 and 1160-62 Main Street (“The Preservation Block”) and Authorization of a Partial Tax Abatement in Support of the Preservation Block’s Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 46-12** Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut Judicial Branch Court Support Service Division (CSSD) – Youth Violence Prevention Legislation, referred to Public Safety and Transportation Committee.
- 47-12** Communication from OPED re: Proposed Request for the Discontinuance of a Portion of Bank Street between Main Street and the Easement known as Middle Street, referred to Public Safety and Transportation Committee.
- 48-12** Communication from OPED re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.20 Tax Incentive Development Program, amend Section 3.20.030 Eligibility Criteria and Section 3.20.060 Miscellaneous Provisions, referred to Ordinance Committee.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 44-12** Resolution presented by Council Member Blunt re: (Ref. #39-11) Request to Schedule an Informational Session to Review the Curfew for Minors Ordinance, referred to Joint Committee on Ordinances and Public Safety & Transportation.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *33-12** Public Safety and Transportation Committee Report re: Application for Waiver to Extend Driveway Width Located at 680 Park Avenue – Roosevelt School.
- *28-12** Contracts Committee Report re: 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.
- *29-12** Contracts Committee Report re: 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.
- *36-12** Contracts Committee Report re: Approval of Master Banking Services Agreement with Webster Bank, National Association.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 18, 2013 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Helen Olga Losak 304 Bradley Street Bridgeport, CT 06610	Status of Council Seat in the 138 th District.
Ethan Book 144 Coleman Street Bridgeport, CT 06604	The nature of our governmental systems.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Sewage in P.T. Basements and the investigation request regarding the denial of his medical benefits.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, MARCH 18, 2013
6:30 PM**

ATTENDANCE: Council members: Brannelly, Banta, Brantley,
T. McCarthy, dePara, Silva, Ayala, Martinez, Paoletto, *Baker
*Holloway

ABSENT: Council members: M. McCarthy, Taylor-Moye, Olson, Austin, Lyons,
Vizzo-Paniccia, Bonney, Blunt, Curwen

*=arrived late

Council President McCarthy called the public speaking session to order at 6:40 pm.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 18, 2013 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Helen Olga Losak
304 Bradley Street
Bridgeport, CT 06610

Status of Council Seat in the 138th
District.

Ms. Losak stated her concern about the 138th District being without representation, due to Council member Curwen's resignation. She stated that to date, he hasn't submitted an official resignation and he has moved to Virginia. She requested an immediate replacement for his council seat; for the benefit of the residents. She emphasized that the 138th District needs and should have representation on the council.

RECEIVED
CITY CLERK'S OFFICE
MAR 18 2013 10:15

Ethan Book
144 Vine Street
Bridgeport, CT 06604

The nature of our governmental
systems.

Mr. Book stated he has temporarily resided at 144 Vine Street in Bridgeport for eight years. He said that he operated a small limousine service business in Fairfield. He spoke about matters related to some long-term unaddressed issues with state public works, noting that he was a candidate for the U.S. Senate during 2010. He explained that the focus of his active candidacy is a federal court challenge regarding portion of the 2010 statewide election process. He went on to say that during the late 1980's, he appeared before the city council regarding issues of activities of the Connecticut Resources Recovery Authority(CRRA) ; specifically the program by which the City of Bridgeport hosts the \$300 million Greater Bridgeport Resource Recovery Project that is located on Howard Avenue next to Long Island Sound. He emphasized that without those issues being resolved, more than two years ago, he began to appear before the city council to speak about matters which appeared to be curious state and local government reactions to his role in seeking to have resolved the unaddressed issues of the CRRA activities. And upon his review of these government matters he came to some important conclusions. He continued to speak about the American governmental system that was wisely and carefully established by our Founding Fathers to be a limited democracy, that is a republic where there is the rule of law and no matter what the issue the majority rules. He continued to relay some information regarding municipal government.

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Sewage in P.T. Basements and the
investigation request regarding the
denial of his medical benefits.

Mr. Young stated that as a taxpayer, he was unjustly fired. He said he had documents pertaining to the unjust termination that has been going on for seven years. He requested once again that his allegations be looked into. He further emphasized that when he was fired, he had a right for his grievance to be honored. He relayed his issue with the council members stance being for the people related to the Black and Latino Caucus. He questioned who this group of people was supposed to represent. He asked again for his allegations to be looked into, noting that if it was found that anything he claimed wasn't true, then it should be addressed. Overall, he said he was dissatisfied with his allegations being ignored.

The following person signed up prior to the public speaking session to address the city council:

John Marshall Lee – *his statement follows below:*

City Council Comments: March 18, 2013

Council President McCarthy, Council members, neighbors and members of the public present, and those viewing on television. My concern this evening is the coming financial storm and the City response to it. You have a Council Committee, Budget and Appropriations, that has a rigorous period of Special Hearings before they come to you to vote on the budget in early May. That hearing schedule is not yet posted as of this morning. Why not? They only have one month to do their work, a point that was made at Charter hearings last year, that was lost in the Charter defeat, but that the Mayor could have adjusted to give you more deliberative time to be a genuine check and balance mechanism. Post the schedule I predict people will come. They have learned with the February storm that they need to do their own shoveling when it is not being done for them.

Along the same lines let me indicate that I am disappointed to recognize that your body assumes, depends, or expects good investigation and research to be done at the Committee level so that recommendations from each Committee are ready for the Consent calendar. (The Consent calendar allows you to pass actions at this Council meeting without further dialogue, discussion or debate.)

Last meeting you voted to authorize the \$110 Million Tax Anticipation Note request from Finance Department. For the second year in a row I sat in at the B&A hearing where your Council members asked questions that were not answered that evening, because there was no prepared statement with basic info for them to review. They were told that the info would be secured and provided. And it was apparently. Info on interest rates, marketing expense, legal costs and other info I assume. But it was not provided to you before you

made your vote. Why not? And it was in a form that will not show up with your B&A minutes as an exhibit. Why not? This is not a unique instance. Your Committees routinely ask for information from the City that has not been thoughtfully prepared in advance and available to make your job easier. Why do you allow this disrespectful dance?

When will someone on this Council have the judgment and courage to push back on these City requests? When will one of you answer when your Council vote is called for, in the following fashion?

I must abstain from voting, as I have not been received sufficient information, though I have asked for same, to make a serious decision on behalf of the taxpayers and citizens of Bridgeport.

Would that change the nature of information flow from a City department to you as Council members, serving on sub-committees, AHEAD of decision making and voting on the consent calendar?

We all know that the municipal election cycle will have all 20 Council seats up for election in November. The voters need your help to do a fair job evaluating each of you in your Districts. The voters need a Report Card, showing Attendance, Conduct, Effort and your grasp of and participation in the work of this body. What kind of tool would you like to suggest that voters use? Last week I made the same statement to the Board of Education members. Report cards are done in other communities on the activities of elected representatives. I believe it will be helpful in Bridgeport. I am asking for your suggestions and participation in this project in the next 60 days. Of course, if you show no interest in offering suggestions or commenting on this subject, the creation of such a scorecard will not stop. The voters need to know where you are succeeding and where you are failing them. Bad conduct, poor effort, or weak attendance may require a time out to improve learning about stewardship of the public's business. Time will tell.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605
Cell 203-521-1930
Office 203-259-9642

The public speaking session closed at 6:55 pm.

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, MARCH 18, 2013

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, M. McCarthy, Banta, Brantley, T. McCarthy, dePara, Silva, Ayala, Martinez, Paoletto, Baker, Holloway

ABSENT: Council members: Taylor-Moye, Olson, Austin, Lyons, Vizzo-Paniccia, Bonney, Curwen

Mayor Finch called the meeting to order at 7:10 pm.

Prayer - Council member Baker offered the prayer.

Pledge of Allegiance - Fleeta Hudson (city clerk) led the pledge of allegiance.

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

146-11 Public Hearing re: Disposition of City-Owned Properties by Auction, Sale to Abutter or by RFP.

Mayor Finch asked if there was anyone present to speak in favor or against this item. There were none heard. The public hearing was closed.

30-12 Public Hearing re: Disposition of City-Owned Property Located at 956 Main Street – City Savings Bank Building.

Mayor Finch asked if there was anyone present to speak in favor or against this item. There were none heard. The public hearing was closed.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 19, 2013

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

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 40-12** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130: Zaida Vanderbeck, **ACCEPTED AND MADE PART OF THE RECORD.**
- 41-12** Communication from Tax Collector re: Assignment of Tax Liens for Fiscal Year 2013, referred to Contracts Committee.
- 42-12** Communication from Tax Collector re: State Reimbursement of Low and Moderate Income Housing Tax for the Grand List of 2012, referred to Miscellaneous Matters Committee.
- 43-12** Communication from Mayor re: Proposed Five-Year Capital Plan (CP) for Fiscal Years 2014-2018, referred to Budget and Appropriations Committee.
- 45-12** Communication from OPED re: Proposed Resolution Authorizing the Disposition of Property Located at 1136, 1144, 1148-50, 1154-56 and 1160-62 Main Street ("The Preservation Block") and Authorization of a Partial Tax Abatement in Support of the Preservation Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex, referred to Economic and Community Development and Environment Committee.
- 46-12** Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut Judicial Branch Court Support Service Division (CSSD) – Youth Violence Prevention Legislation, referred to Public Safety and Transportation Committee.

47-12 Communication from OPED re: Proposed Request for the Discontinuance of a Portion of Bank Street between Main Street and the Easement known as Middle Street, referred to Public Safety and Transportation Committee.

48-12 Communication from OPED re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.20 Tax Incentive Development Program, amend Section 3.20.030 Eligibility Criteria and Section 3.20.060 Miscellaneous Provisions, referred to Ordinance Committee.

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

49-12 Communication from City Attorney re: Proposed Agreement with Water Pollution Control Authority (W.P.C.A.) and Sacred Heart University, referred to Contracts Committee.

**** COUNCIL MEMBER HOLLOWAY MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

**** COUNCIL MEMBER BRANTLEY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

44-12 Resolution presented by Council Member Blunt re: (Ref. #39-11) Request to Schedule an Informational Session to Review the Curfew for Minors Ordinance, referred to Joint Committee on Ordinances and Public Safety & Transportation.

**** COUNCIL MEMBER BLUNT MOVED TO REFER RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC**

**** COUNCIL MEMEBRE BRANTLEY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Finch asked if there were any items to be removed from the consent calendar.

There were none heard.

The city clerk read the consent calendar items into the record.

- *33-12** Public Safety and Transportation Committee Report re: Application for Waiver to Extend Driveway Width Located at 680 Park Avenue – Roosevelt School.

- *28-12** Contracts Committee Report re: 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.

- *29-12** Contracts Committee Report re: 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.

- *36-12** Contracts Committee Report re: Approval of Master Banking Services Agreement with Webster Bank, National Association.

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE
** COUNCIL MEMBER MARTINEZ SECONDED
** MOTION PASSED WITH THIRTEEN VOTES IN FAVOR *and* ONE ABSTENTION
(COUNCIL MEMBER T. McCARTHY) FOR ITEMS *28-12 and *29-12**

Announcements:

Council President McCarthy stated the following persons were absent for the following reason(s): Council member Vizzo-Paniccia was still recovering from surgery; Council member Lyons had a medical situation; Council member Taylor-Moye was in Washington as a representative for the Bridgeport Housing Authority; Council member Olson was on vacation.

Council President McCarthy called for a democratic caucus at 7:20 pm.

City of Bridgeport
City Council Meeting
March 18, 2013
Page 8 of 11

The Caucus ended at 7:40 pm.

Mayor Finch reconvened the meeting at 7:41 pm.

New business:

**** COUNCIL PRESIDENT McCARTHY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING FIVE (5) ITEMS TO THE AGENDA
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL PRESIDENT McCARTHY MOVED TO REFER RE: THE APPOINTMENT OF WILLIAM MARSHALL(D) TO THE FIRE COMMISSION FOR REFERRAL TO THE PUBLIC SAFETY COMMITTEE**

****replacement for vacancy by Edgar Rodriguez-term expired January 1, 2011.***

**** COUNCIL MEMBER BRANTLEY SECONDED
** MOTION PASSED UNANIMOUSLY (ITEM # 52-12)**

**** COUNCIL PRESIDENT McCARTHY MOVED TO REFER RE: PROPOSED WORKMAN'S COMPENSATION STIPULATION WITH MR. JAMES DePIETRO FOR THE TOTAL SUM OF \$265,000 TO THE MISCELLANEOUS MATTERS COMMITTEE**

**** COUNCIL MEMBER BRANTLEY SECONDED
** MOTION PASSED UNANIMOUSLY (ITEM # 51-12)**

**** COUNCIL MEMBER dePARA MOVED TO APPROVE FOR IMMEDIATE CONSIDERATION THREE (3) BUDGET MODIFICATION TO THE FY 2012-2013 GENERAL FUND TO CORRECT CITY SHARE TO BOE FOR ECS FUNDING.**

**** COUNCIL PRESIDENT McCARTHY SECONDED (ITEM# 50-12)**

Tom Sherwood briefly explained the details for the budget modification to the Board of Education. He said they over transferred funds to the Board of Education and they needed to make the modification to put it back in the general fund. He clarified that the matter was strictly a housekeeping matter.

Superintendent Vallas explained that they will receive \$8.4million from the city and state and the balance will be made up and allocated as determined. He further explained that the modification will result in a savings by the Board of Education and they will be made whole, because now they won't have to make the contribution and transfer the funds to the city service fund, which ultimately will save money.

**** MOTION PASSED WITH TWELVE VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER BAKER) (ITEM # 50-12)**

Other business:

Council President McCarthy stated that they needed to appoint new co-chairs to the Budget and Appropriations Committee (Council members: Brannelly and dePara).

**** COUNCIL PRESIDENT MCCARTHY MOVED TO APPROVE
** COUNCIL MEMBER BRANTLEY SECONDED
** MOTION PASSED UNANIMOUSLY**

*Mayor Finch clarified that Council member Curwen verbally resigned. However, according to state law, they require a written letter or resignation.

Mayor Finch expressed his thanks for approval of the budget transfer. He relayed that the \$8.4 million is being spent wisely and the city council's engagement with the Board of Education has been well received. He further mentioned that the superintendent has done a great job steering the schools in the right direction. He gave an update that 7th grade test scores have exceeded the schools in the Town of Fairfield and the changes have paid off. The thanked Superintendent Vallas and the City Council for their hard work and dedication.

Point of personal privilege:

Council member M. McCarthy stated that he will resign from serving on the city council. He explained that his business and life have become stressful and the commitment of hours required to serve on the City Council could no longer be fulfilled. He expressed his appreciation for the other council members picking up the slack in during his absence. He further relayed that it has been a pleasure to have worked with everyone and he hoped the city was made better by all the good work that the City Council conducts.

- Council President McCarthy thanked Council Member McCarthy for serving on the City Council. He expressed that he has been a true great friend and he appreciated all the work that he did on the council. He congratulated him and wished him good luck.
- Council member Brannelly expressed that with all the challenges Council Member McCarthy has endured over the last three years, he has handled it well. She said she appreciated all of his contributions to the City Council while he served.

Mayor Finch recalled that he was with Council member McCarthy on the day his business burned. He expressed that he epitomized the character of a good man through it all and he also displayed endurance. He said to have seen him suffer through it with all he had invested in the business, was done with grace and dignity. He commented that the City of Bridgeport had one heck of a taxpayer and a great business. He urged everyone to patronize the pizza truck that Council Member McCarthy is currently running his business from.

- Council member Martinez expressed that Council Member McCarthy always worked well with everyone and he never looked at their race or nationality. She said she knew him to be honest, hardworking and a decent man that won't be forgotten.
- Council member Brantley expressed that she loved and admired Council member McCarthy's spirit and she wished him the best of luck with his new baby. She further expressed that many people weren't aware of the level of commitment that Council Member McCarthy had beyond the City Council, noting that he has been involved with the Safe Asleep Program that installs smoke detectors in homes and businesses. She mentioned that the program has allowed people to safely sleep.

General announcement(s):

Council member Brantley urged everyone to participate in the egg hunts that will be held in various communities. She noted that an egg hunt will be held on March 30 at Clinton Avenue Park from 12:00 pm to 3:00 pm. She expressed that involvement is a great way to give back.

Council President McCarthy recognized Dave Roach from the Black Rock district who was present in audience tonight.

ADJOURNMENT

**** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:05 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARINGS**

Public Hearings will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, March 18, 2013 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the following Disposition of City Owned Properties:

- 1) **#146-11** – Disposition of City owned Properties by Auction, Sale to Abutter or by RFP.
 - 223 Beach Street
 - 221 Beach Street
 - 1206 Stratford Avenue
 - 1116 Stratford Avenue
 - 141 Stratford Avenue
 - 135 Clarence Street
 - 26 Crescent Street
 - 86 Whittier Street

- 2) **#30-12** - Disposition of City Owned Property.
 - 956 Main Street, City Savings Bank Building.

Attest:

Fleeta C. Hudson
City Clerk

AD ENDS ABOVE LINE

2 Editions, Connecticut Post:

PLEASE PUBLISH ON Friday, March 8, 2013 & Friday, March 15, 2013.

Requires Certification

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

P.O.: 13000241-00

Account #: 111171

Dated: March 7, 2013

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members

Mayor Bill Finch

A. Nunn, CAO

A. Wood, Chief of Staff

M. Anastasi, City Attorney

R. Felipe, Deputy Chief of Staff

A. Kabel, Assistant CAO

R. Liskov, Associate City Attorney

D. Kooris, Director, OPED

M. Perez, Senior Economic Development Associate

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328



CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

Telephone (203) 576-7647
Facsimile (203) 576- 8252

Via e-mail & Fax Comm. #49-12 Ref'd to Contracts Committee on 03/18/2013.

March 14, 2013

Fleeta C. Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

Re: Proposed Agreement amongst the BPT WPCA, the City of Bridgeport and Sacred Heart University

Dear Ms. Hudson & Ms. Ortiz:

Kindly prepare an Addendum to the Agenda for the City Council meeting of Monday, March 18, 2013 for the above-referenced matter - FOR REFERRAL TO THE CONTRACTS COMMITTEE. City Council President Thomas McCarthy has authorized this Addendum request, submitted on behalf of the WPCA.

As you can see from the accompanying WPCA Board Minutes of February 26, 2013, at page 4, the WPCA voted to approve the connection of Sacred Heart University's proposed John F. Welch College of Business in Fairfield to the WPCA sewer system, and to authorize referral to the City Council pursuant to Bridgeport Code of Ordinances, Sec. 13.04.620 (copy attached).

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

Cc: Mayor Bill Finch
Thomas McCarthy, City Council President
Adam Wood, COS
Andrew Nunn, CAO
Ted Grabarz, WPCA Chm.
Bill Robinson, WPCA GM
Peter Harris, WPCA CFO

RECEIVED
CITY ATTORNEY
MAR 15 P 3 15

BRIDGEPORT CODE OF ORDINANCES**13.04.620 Sewer extensions to properties outside the city limits.**

Notwithstanding the requirements of Sections 13.04.030, 13.04.300, and 13.04.540 of this chapter, all requests for sewer extensions for service to properties located outside the city limits shall be submitted by the town and the property owner to the WPCA board for approval. All approved requests shall be forwarded by the WPCA to the city clerk for referral to: the planning and zoning commission for a report pursuant to Section 8-24 of the General Statutes of Connecticut; and the committee having jurisdiction over highways for an investigation and report. All requests from towns and property owners for sewerage service to properties located outside the city limits where there is no approved contract between the town where the property is located and the WPCA, shall also require the approval of the city council. All contracts and/or amendments to contracts between the WPCA and towns for sewerage service executed after the effective date of the ordinance codified in this section shall also require the approval of the city council.

(Ord. dated 8/2/04: Ord. dated 8/5/02)

WPCA - Board of Directors Meeting**February 26, 2013**

Present	Theodore Grabarz Anne Kelly-Lenz Willie A. Dyer Jose Ortiz William E. Robinson Peter Harris William Dunn Joseph Kowalchik Mark Anastasi Michael Larrabee Marc Izzo Gautam Sundaram	Chairman WPCA Board of Directors City Finance Director WPCA Board of Directors WPCA Board of Directors WPCA Acting General Manager WPCA Director of Finance President, KGI Bridgeport Company Human Resources, KGI Bridgeport Company City Attorney Legal Counsel, Sacred Heart University Director of University Construction, SHU Sasaki Associates, Inc.
Absent	Linda Bogos	Vice-Chairman WPCA Board of Directors

Ted opened the meeting at 5:25.

The minutes of the January 15, 2013 meeting were read. Willie motioned to accept them as read, Jose seconded, all were in favor, and the motion passed.

William gave the General Manager's Report. He said that both plants are operating normally with good process results.

KGI Bridgeport reports they currently have 88 positions filled in compliance with the Consent Order.

Both Julian Construction and Insituform remain on standby until better weather for both PL2 & PR2 term contracts, plus the H lining contract. They are expected to resume next month.

The New River Street Pump Station remains in operation. DEEP has been notified and requested to close the Consent Order associated with this work. William said that he spoke with Anne Straut-Edsen of DEEP, and that she did not see a problem with it and will process the paper work. Minor additional restoration activities remain to be completed in the Spring.

Contract CSO H4 Phase A Stage 2 has been awarded to Insituform. Work will start in the Spring.

Mark IV has completed work for CSO H1 Phase B. The cost items have been resolved and the final paperwork is being done to close out the contract.

CSO H5 Phase A, another lining contract, is out to bid, and the bids are due at Purchasing on March 14.

At the East Side, dechlorination in a manual mode continues. All permit requirements continue to be met.

The status of the Contract Operator RFP will be addressed in Executive Session.

A request for a sewer connection for a new Sacred Heart University classroom building was received from the University and the Town of Fairfield; it remains at the City Attorney's Office. The City Attorney is expected but not present as yet.

We are in contact with UI and have initiated the Energy Audit for the East Side WWTP. Coordination with Public Facilities as to available incentive funds continues. We are also pursuing this with GE as part of their services. William has spoken with John Cottell and they will meet with a representative from the schools to see what monies are available and what they could use. He expects to have this information for the March meeting.

The award of the Waller Road Pump Station Rehabilitation contract is still waiting for DEEP to finalize CWF 213CSL. The contractor continues to hold their price. Funding should be available shortly, and once the funding is in place we will award Waller Road and prepare to bid Lakeside Drive. The closing should be the first week in March, the paper work is now at State Treasurer's Office. Lakeside Drive will complete the rehabilitation program for all the pump stations.

The term contracts for pipe replacement (PR-2) and pipe lining (PL-2) were bid. Anthony Julian was low bidder for replacement, and Insituform was low bidder for lining.

Work for a formal Strategic Plan has continued.

An RFP for Green Infrastructure design in the CSO H area was received at Purchasing on December 20, 2012. We short-listed three respondents to prepare an RFP. This process should be completed in March. William told Ted that the responses are due back for interviews on March 13 and 14, and suggested that it be delayed by one week in order to review the proposals.

The recently bid new vehicles have been ordered.

WPCA had limited trouble during the recent blizzard. Melting snow and heavy rain forecast for tonight may cause problems, as most of the catch basins are still covered with snow. Crews have been out last week and this week to clean them off.

Operations have returned to normal at the treatment plants after the storms. Nitrogen removal levels are improved, although the recent cold weather has hindered results. There was a slight deficit for credits in January, which is not unusual.

There was a bypass event due to a storm on the 31st at the West Side which was within our permit limits and was reported to DEEP; no bypass events occurred at the East Side.

Consent Order Status: Treatment plant-WPCA remains in compliance and is waiting for DEEP comment. The Quarterly Report will be issued next month, along with a request to close the Consent Order. Long Term Control Plan-WPCA remains in compliance. We received DEEP's authorization to finalize our plan, this has started and should complete either this month or next month. A presentation for the Board will be scheduled when it is complete, and then it will be presented to DEEP. CSO Contract G-The specified completion date for this project is June 30, 2013. Completion of the new River Street Pump Station has occurred, and DEEP has been requested to close this Consent Order.

CSO H Design continues with finalization of Phase B, which is the separation. Design efforts and utility coordination are continuing. The design efforts should complete next month and will be sent to DEEP. The Sludge Study has been submitted to DEEP. The Nitrogen Study should be up to DEEP shortly as well.

Jose asked why one report stated that KGI had 89 employees and another report gave 88. The time difference was explained, and also that one employee had left; William said that he was not sure if this was the retiree for whom the replacement was hired, or another employee.

Jose asked where exactly WPCA stood with the Strategic Plan, William said it has been on the "back burner", with the Digester plans and the RFP for the new operator. Ted said that he has material for the draft plan for the next meeting.

There were no other questions.

Peter gave the Finance Report. Revenue for Bridgeport for January 2013 was over budget by \$56,000 and year-to-date over by \$43,000; outside communities was under by \$17,000 due to lower revenue from Trumbull, and year to date under by \$173,000. Overall revenue is under by \$85,000.

Expenses are under control and are within the budget

Capital spending for the month was \$61,000 for equipment replacement or major repairs.

Cash receipts for December were over budget by \$102,000 and year to date over budget by \$259,000.

Total collections on past-due accounts for January was \$661,906, and year-to-date cash applied to the over-120 day category is \$1,886,072. Collections from foreclosures was \$135,539.

Peter said that he is working on a preliminary budget for F/Y 2014, and will have it for the Board by the end of March.

There were no questions on the Finance Report.

Bill Dunn gave the KGI report, and said that the plants are running well. All significant AECOM audit items are done or scheduled, and KGI is now doing the final consumable audit. He said that KGI was well-prepared for the blizzard and brought in extra help, some of them stayed overnight. They also plowed some of the city streets for employee and emergency access. Bill said that he wanted to publicly thank the crew for their dedication and work. He also said that Field Operations lost a week of productivity due to the blizzard.

Ted also thanked Bill's crew for all their work.

4

Mark spoke on the Sacred Heart sewer connection, he said that the request had been analyzed and approved by his staff for system capacity and appropriate hookup, and he recommended that WPCA approve it and refer it to the City Council for final approval, as the property is outside the City and not subject to a separate agreement covering the particular property. The Council will also approve appropriate compensation.

William said that there was a minor issue with the point of connection, but there is ample capacity for the additional flow, and it would be subject to the normal billing and fees that we would charge.

Michael Larrabee, general counsel for Sacred Heart, Marc Izzo, Director of SHU Construction, and two associates from Sasaki in Watertown MA were present to answer any questions about the building, and requested that approval be made.

Jose asked what the building was and what it was connected to; Mark said that it will be the John F. Welch College of Business and is contained on SHU property. Mark said that there is no standing agreement for capacity with Fairfield as there is with Trumbull.

Peter asked the square footage of the building, the classroom is 95,000 s.f. and the garage is 33,000 s.f. and confirmed that it was an academic building. It is on the northwest corner of Park Avenue and Jefferson Street.

Jose said that he had wished he had more information, Mark said that the matter has been pending for a number of months, and apologized if it was not laid out more appropriately, but the concern was more with the utility aspect rather than economic development or land use. The City Council will deal with the big picture as the next step.

Mark asked for a motion to approve the connection and to authorize the clerk to refer it to the City Council; Anne made the motion, Willie seconded, and Jose abstained. Peter said that the motion could not pass because four votes were needed. Jose then voted to approve, and the motion passed.

Peter requested a motion to approve a Budget Transfer of \$3500 to cover increased costs for additional bid advertising. Jose motioned to approve the transfer, Willie seconded, and the motion passed.

Ted requested the Board go into Executive Session, which started at 5:48; non-voting members participating were William Robinson, Peter Harris, and Mark Anastasi.

Executive Session ended at 6:20, no votes were taken.

Jose asked Ted to try to get more Board members, and Ted explained the work he has done toward this, and that the problem exists throughout all the City Departments.

Jose motioned to adjourn, Willie seconded, the motion passed, and the meeting ended at 6:22.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacachá
Lisa R. Trachtenburg

Comm. #



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

Telephone (203) 576-7647
Facsimile (203) 576-8252

10-12 ACCEPTED AND MADE PART OF THE RECORD on 3/18/2013

February 28, 2013

The Honorable City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: **SETTLEMENT OF CLAIM**
ZAIDA VANDERBECK v. CITY OF BRIDGEPORT

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$20,000.00 payable to Buckley & Wynne, Trustee for Zaida Vanderbeck. The action is claiming personal injuries sustained while exiting her vehicle on Coleman Street on September 30, 2007.

Pursuant to the City Council's amended Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my secretary, Carolyn Harris, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/kl

RECEIVED
CITY OF BRIDGEPORT
MAY 10 2013 10 50 AM
P. 335



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

BILL FINCH
Mayor

VERONICA JONES
Acting Tax Collector

Comm. #41-12 Referred to Contracts Committee on
03/18/2013

February 1, 2013

To: Frances Wilson
Acting Assistant City Clerk

From: Veronica Jones
Tax Collector

Re: Proposed Resolution

Please place the enclosed proposed resolution on the agenda of the next Council meeting for referral to the Contracts and Appointments Committee. The purpose is to authorize the assignment of liens for the fiscal year 2013.

Thank you.

cc: Honorable William Finch, Mayor
Anne Kelly-Lenz
Finance Director.

RECEIVED
CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR
FEB 1 2013 11:43

BE IT RESOLVED, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorize and approve the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes.

BE IT FURTHER RESOLVED, That pursuant to Connecticut General Statutes, including sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorized the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
 Bridgeport, Connecticut 06604
 Telephone 576-7271 Fax 332-5628
 Collection Division 576-7266

ANNE KELLY-LENZ
 Tax Collector

BILL FINCH
 Mayor

COMM. #42-12 Referred to Miscellaneous Matters Committee
 on 03/18/2013

January 29th 2013

To: Honorable William Finch Mayor
 Honorable Members of the City Council

From: Veronica Jones
 Acting Tax Collector

Re: STATE REIMBURSEMENT OF LOW AND MODERATE INCOME HOUSING TAX

In accordance with the Connecticut General Statutes Public Act Number 522, Section 8-215, I ask permission to abate a portion of the taxes for the following projects of "Housing for Low or Moderate Income Persons" for the Grand List of 2012:

National Housing Ministries 285 Maplewood Avenue, Block 1116, Lot 40	\$145,935.16
Cedar-Park, Inc. 151 Cedar Street, Block 844, Lot 2A	\$ 34,801.26
First Baptist Housing 115 Washington Avenue, Block 1058, Lot 15A	\$174,979.38
Seaview Gardens, Inc. 890 Seaview Avenue, Block 0601, Lot 04B	\$32,345.76
Unity Height Co-Operative 200-436 Lyon Terrace, Block 0903, Lot 01x	\$97,607.47
Marionville 15-49 Hallet Street, Block 0847, Lot 10a	\$41,179.89
Total Reimbursement	<u>\$584,037.86</u>

RECEIVED
 JAN 29 05 AM 11:43
 TAX COLLECTOR'S OFFICE

The amount to be abated would be identical to the amount actually reimbursed to the City from the State Of Connecticut. The remainder of the taxes due on each property would then be billed to the Tax Payer.

cc: Anne-Kelly Lenz
 Finance Director



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

COMM. #43-12 Ref'd to Budget & Appropriations Committee on 03/18/2013.

March 5, 2013

Mr. Angel dePara, Budget Co-Chair
Mr. Robert Curwen, Budget Co-Chair
Budget and Appropriations Committee

Members of the City Council:

I am pleased to present herein the proposed five-year Capital Plan (CP) for fiscal years 2014-2018, inclusive.

The Capital Plan serves several important functions. It allows for critical review of major expenditures and helps to avoid the pitfalls associated with impulsive planning and limited forethought. By scheduling expenditures, it allows for a more even distribution of costs, thereby providing greater budget stability, something that we have improved upon each year during my tenure as Mayor. In addition, the Capital Plan provides for a thorough assessment of the state and efficiency of our facilities; significant neighborhood improvement programs to clean up and beautify our City, and timely replacement of essential equipment and facilities.

In developing this plan, my administration sought to identify capital projects that represented major, non-recurring expenditures and to prioritize them according to several criteria. First, in order to be eligible for inclusion, we considered projects that: (1) are purchased or undertaken at intervals of not less than five years; and (2) have a useful life of at least five years. In establishing priorities, we considered the following additional factors: (1) projects designed to address safety concerns, eliminate hazardous conditions or reduce the City's liability exposure; (2) assessment of, maintenance of, and major repairs to existing City infrastructure or facilities; and (3) projects that are environmentally sound, will reduce the City's carbon footprint, expand access to open space and promote energy efficiency, while improving neighborhoods.

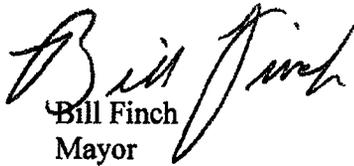
As you can see in the attached plan, bonding is set aside for economic development initiatives including the City's waterfront recapture initiative, land management and acquisition and blight removal (\$7.3 million), and downtown capital improvements (\$1.2 million); school security upgrades, HVAC and maintenance (\$2.3 million) and school equipment (\$266,500); Phase II-Pleasure Beach project (\$2.5 million); renewable energy source projects including anaerobic digester, Energy Improvement District management, including solar PV installation and energy audits (\$827K) and continued park and

building improvements and citywide infrastructure work including road paving and sidewalk repair (\$9.8 million).

The total Capital Plan Budget request for FY2013-14 is \$29,063,199.

As stated above, the Capital Plan is an important part of the overall budget process. We have tried to balance the immediate and long-range capital needs of the City with our financial resources and constraints. We believe this plan effectively balances all competing requirements. In keeping with my administrations' commitment to open government, we welcome discussion on the plan, and look forward to the opportunity to discuss these projects in greater detail.

Respectfully yours,

A handwritten signature in cursive script that reads "Bill Finch". The signature is written in black ink and is positioned to the left of the printed name and title.

Bill Finch
Mayor

cc: Andrew Nunn, Chief Administrative Officer
Anne Kelly-Lenz, Finance Director
Thomas Sherwood, OPM Director

<u>PROJECT DESCRIPTION</u>	<u>FY 2014</u> Capital Plan <u>PROPOSED</u>	<u>FY 2015</u> Capital Plan <u>PROPOSED</u>	<u>FY 2016</u> Capital Plan <u>PROPOSED</u>	<u>FY 2017</u> Capital Plan <u>PROPOSED</u>	<u>FY 2018</u> Capital Plan <u>PROPOSED</u>	<u>TOTAL</u> Capital Plan <u>2014-2018</u>
<u>Board of Education</u>						
BOE maintenance Projects/HVAC	1,100,000					1,100,000
BOE Asbestos Removal	500,000					500,000
Facilities Equipment	35,000					35,000
Maintenance Vehicles	231,500					231,500
District Wide Energy Conservation	225,000					225,000
BOE Fire Alarms Phase II	515,000					515,000
TOTAL BOE	2,606,500					2,606,500
<u>Economic Development</u>						
Downtown Capital Improvements	1,200,000					1,200,000
Traffic Improvements, Lighting, Intersections	1,200,000					1,200,000
City Wide Waterfront Development	750,000					750,000
Land management / Acquisition	5,550,000					5,550,000
Blight Removal / Demolition Clean Up	1,000,000	1,000,000				2,000,000
TOTAL OPED	9,700,000	1,000,000				10,700,000
<u>Public Facilities</u>						
Roadway Paving, Culverts, Intersections	5,000,000	2,500,000	2,500,000		2,500,000	15,000,000
Knowlton/Barnum Waterfront Development	3,262,179	2,519,000				5,781,179
City / Neighborhood Beautification	500,000	500,000		500,000		2,000,000
Public Facilities Equipment	350,000	350,000		250,000	250,000	1,200,000
Muni Bldg. HVAC / Heating / Elec / Facilities	500,000	500,000		500,000		1,500,000
City Wide Building & Security Improvements	250,000	250,000		250,000		750,000
Facilities Assessments / Planning Studies	250,000	250,000				500,000
Energy Renewable Source Projects	827,500					827,500
Energy Conservation / Conversion Program'	250,000	200,000	200,000		200,000	1,050,000
HarborYard Ballpark Upgrades	200,000					200,000
Sikorsky IP based access control system	200,000					200,000
Sikorsky Multi-purpose tractor	50,000					50,000
Runway Sweeper and VacuumTruck		210,000				210,000
FAA AARF index rapid response fire truck			400,000			400,000
Maintenance Garage Apron Paving				100,000	100,000	200,000
Kennedy Stadium Improvements	750,000					750,000
Parks Maintenance Equipment		50,000				50,000
Various Park Improvement Projects	2,524,500	3,000,000	5,835,236			8,835,236
Pleasure Beach Water and Park Accessibility		5,215,585				5,215,585
TOTAL PUBLIC FACILITIES	13,814,179	15,544,585	10,585,236	4,575,000	3,050,000	47,569,000

<u>PROJECT DESCRIPTION</u>	<u>FY 2014 Capital Plan PROPOSED</u>	<u>FY 2015 Capital Plan PROPOSED</u>	<u>FY 2016 Capital Plan PROPOSED</u>	<u>FY 2017 Capital Plan PROPOSED</u>	<u>FY 2018 Capital Plan PROPOSED</u>	<u>TOTAL Capital Plan 2014-2018</u>
<u>Other Departments</u>						
Vital Statistics Record Project	272,520					272,520
Police Garage Truck	80,000					80,000
Police Fleet Replacement (K-9 Division)	315,000					315,000
Fire Apparatus Replacement Program/Vehicles	650,000	650,000	735,000	640,000	640,000	3,315,000
Technology Enhancements / Systems Improvement	500,000	300,000	250,000	250,000		1,300,000
WPCA Sewer Separation Program	125,000					125,000
IT Telephony & Computer Replacement Program	1,000,000	500,000	500,000	500,000		2,500,000
TOTAL OTHER	2,942,520	1,450,000	1,485,000	1,390,000	640,000	7,907,520
TOTAL ALL DEPARTMENTS	29,063,199	17,994,585	13,070,236	5,965,000	3,690,000	69,783,020



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. #45-12 Referred to ECD&E Committee on 3/18/2013

Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06605

March 13, 2013

Dear City Clerk:

Attached please find a resolution authorizing the disposition of, and a tax abatement for, the Preservation Block in Downtown North. This item is for referral to the Economic and Community Development and Environment Committee. Since the resolution contemplates the disposition of City-owned property and an accompanying tax abatement, I would also request that a Public Hearing be conducted by the City Council prior to any vote to approve or disapprove.

Sincerely,

Bill Coleman
Director of Neighborhood Development

CC: Mayor Finch
Andrew Nunn, CAO
David Kooris, OPED

**A Resolution by the Bridgeport City Council
Authorizing the Disposition of Property at 1136, 1144, 1148-50,
1154-56, and 1160-62 Main Street (“The Preservation Block”)
and authorizing a Partial Tax Abatement in support of the
Preservation Block’s Historic Renovation and Redevelopment
as a Mixed-Use Residential, Retail and Commercial complex**

WHEREAS, the “Preservation Block” consists of half of a city block along the east side of Main Street between Fairfield Avenue and Golden Hill Street within Downtown North, with buildings and property located at the following five addresses (the “Property”):

1160-62 Main Street
1154-56 Main Street
1148-50 Main Street
1144 Main Street
1136 Main Street;

WHEREAS, this Property is owned by the City of Bridgeport, (or its agent, the Bridgeport Redevelopment Agency), and is vacant and blighted and produces no revenue;

WHEREAS, the Property represents a significant historical asset to the downtown because of its concentration of older commercial buildings;

WHEREAS, the City’s Office of Planning and Economic Development (“OPED”) ran a competitive Request for Proposals (“RFP”) in 2012 so as to encourage the redevelopment of this area;

WHEREAS, in response to the RFP, Spinnaker Real Estate Partners LLC (“Developer”) proposes to invest approximately \$10 million over two years in the historic renovation of the Property so as to create approximately 50 units of housing with approximately 35,000 square feet of commercial and retail space (the “Project”);

WHEREAS, OPED judges the Developer’s proposal to be the best among those received and judges it to be consistent with the Master Plan and with the character of downtown;

WHEREAS, OPED judges the Developer to be highly accomplished and capable, with a vested interest in the downtown and with a focus on historic renovation;

WHEREAS, the Developer proposes a financing structure that calls for Federal and State Historic Tax Credit Equity as well as other sources of public and private equity and debt;

WHEREAS, the economic success of the project requires that the City receive a deferred payment on the acquisition of the property;

WHEREAS, the economic success of the project requires that the City abate taxes fully during the two year construction period, and then partially abate and phase-in real estate taxes during the first ten years of the project’s operation;

WHEREAS, Chapter 3.20 of the Bridgeport Municipal Code (“Tax Incentive Development Program”) enables the City to provide real estate tax abatements to encourage the redevelopment of property within the City; and

WHEREAS, the Project meets the eligibility criteria of the City’s Tax Incentive Development Program; and

WHEREAS, it is in the City's interest to encourage the redevelopment of these historic buildings so as to create new housing and so as to attract new employment downtown;

WHEREAS, OPED has recommended to the Mayor and to the City Council that the Developer be given the opportunity to acquire and to redevelop the Property subject generally to the terms and conditions outlined in this resolution;

NOW THEREFORE BE IT RESOLVED that the Mayor or the Director of OPED or their designee is authorized to do any and all things necessary to negotiate and execute the sale, lease, transfer, or disposition of the Property "as-is" to the Developer or to its related entity, or to its successor or assign, in a manner consistent with this resolution provided that the consideration for such transfer shall be no less than \$100,000 (one-hundred thousand dollars) due to the City upon the earlier of the Developer's subsequent resale or refinance or restructuring of the ownership of the property or 5 years from the date of the execution of the document originally transferring the property from the City to the Developer, further provided that the City shall in either case additionally be paid compounding interest on the amount owed to the City at the rate of 3% per year;

FURTHER BE IT RESOLVED that the Mayor or the Director of OPED or their designee is authorized to the extent allowed by statute to modify or discontinue the relevant Municipal Development Plan and/or Urban Renewal Plan, as he may determine necessary to facilitate the implementation of this Project and the purposes of this resolution;

FURTHER BE IT RESOLVED that the Mayor or the Director of OPED or their designee is authorized to negotiate and execute a tax abatement agreement that will fix the real estate taxes on the Property so that no real estate taxes shall be due during the first

two years of the Developer's ownership and construction of the Project and further so that real estate taxes shall be due in an amount equal to 7.5% (seven and one-half percent) of the Project's Stabilized Effective Gross Income as per the pro-forma review and concurrence of OPED, with such taxes to be escalated annually at the rate of 3%, during each of the Project's first ten years of operation, with the Project paying full taxes beginning in its eleventh year of operation.

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of the Office of Planning and Economic Development, the Tax Assessor, and the Tax Collector, are each authorized to negotiate and execute such agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as they may deem to be in the best interests of the City.



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

COMM. #46-12 Ref'd to Public Safety & Transportation Committee
on 03/18/2013

March 13, 2013

To: City Clerk

From: Patrick Carleton, Grants Writer, Central Grants Office

Re: Resolution – State of Connecticut Judicial Branch-Court Support Services
Division-Youth Violence Prevention Legislation

Attached, please find a resolution and grant summary for referral to the Public Safety & Transportation Subcommittee of the City Council.

Grant: City of Bridgeport application to the State of Connecticut Judicial Branch- Court Support Services Division (CSSD) Youth Violence Prevention Legislation Grant

RECEIVED
CITY CLERK
2013 MAR 13 P 11:51



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Judicial Branch Court Support Services
Division (CSSD) *Youth Violence Prevention Legislation*

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Patrick Carleton

PHONE NUMBER: 203-332-5664

PROJECT SUMMARY/DESCRIPTION:

The State of Connecticut Judicial Branch Court Support Services Division (CSSD) is looking to fund the City of Bridgeport in the amount of \$42,500 for FY 13 and \$500,000 for FY 14 to implement a Youth Violence Prevention Initiative that will focus on a comprehensive gang intervention model. A portion of the funding will be used to cover the costs of a Project Manager for Project Longevity, a separate statewide initiative modeled after the successful Operation Ceasefire. Funding will also be used to implement "StreetSafe Bridgeport", a program that will place 3-5 community outreach workers in "hotspot" neighborhoods where crime is prevalent. The community outreach workers will be tasked with mediating conflicts and to provide mentoring services to Bridgeport youth.

Project Period: June 1 – July 30, 2014 (13 Months).

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Salaries/Benefits:
State: FY 2013: \$42,500.00	Supplies:
FY 2014: \$500,000.00	
City: FY 2013: \$10,625 (\$4,250 will be In-Kind)	
FY 2014: \$125,000.00 (\$50,000 will be In-Kind)	

A Resolution by the Bridgeport City Council

Regarding State of Connecticut Judicial Branch Court Support Services Division

Youth Violence Prevention Initiative Grant

DRAFT

WHEREAS, the State of Connecticut Judicial Branch, Court Support Services Division (CSSD) is authorized to extend financial assistance to the municipalities of Bridgeport, Hartford and New Haven in the form of grants; and

WHEREAS, this funding has been made possible through a grant for Youth Violence Prevention Initiative; and

WHEREAS, funds under this grant will be used to leverage a multidisciplinary approach that coordinates federal, state, municipal and private resources and other existing violence prevention efforts to implement a program to reduce violence among young people; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Bridgeport Police Department, submit an application to the State of Connecticut Court Support Services Division in the amount of \$42,500 for FY 2013 and \$500,000 for FY 14 for the purpose of reducing youth violence and,

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the Court Support Services Division to implement Youth Violence Prevention Initiative ; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with State of Connecticut Court Support Services Division (CSSD) and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



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

COMM. 47-12 Ref'd to Public Safety & Transportation Committee
March 13, 2013 on 03/18/2013

DAVID M. KOORIS
Director

Bridgeport City Council
c/o Office of the City Clerk
City Hall – Room #204
45 Lyon Terrace
Bridgeport, CT 06604

RE: Request for the Discontinuance of a Portion of Bank Street

Dear Honorable Councilpersons:

The City of Bridgeport desires to discontinue the portion of Bank Street (see attached map) between Main Street and the easement known as Middle Street for the purpose of creating a pedestrian walkway and plaza between the two (2) redevelopment parcels of the former BankMart and Mechanics & Farmers Bank parcels. Providing public open space for the benefit residents, visitors, and workers of the downtown section of the city is a goal of the 2010 Master Plan of Conservation & Development.

The proposed street discontinuance involves that portion of Bank Street from the eastern street line of Main Street to the western easement line of the area known as Middle Street (see attached map). This section of roadway is not a heavily travelled city street and the ownership of the abutting properties is in the name of Forstone, LLC. Forstone, LLC is the redeveloper of both properties abutting this street.

The Office of Planning & Economic Development (“OPED”) has filed a C.G.S. Sec. 8-24 request with the Planning & Zoning Commission and this item should be heard at their next regularly meeting.

Utility easements for any and all underground or overhead utilities that will remain within this right-of-way will be established as a part of this street discontinuance process.

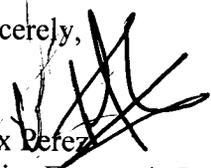
OPED, in conjunction with the Department of Public Facilities (“DPF”), respectfully requests an **“approval”** of the attached City Council Resolution regarding this discontinuance of a portion of Bank Street as described above.

RECEIVED
CITY CLERK'S OFFICE
MID MARCH 13 PM 4:43

City staff will be present at your regularly scheduled Public Safety & Transportation Committee ("PS&TC") meeting to discuss this item and answer any questions that you may have regarding this request.

In the interim, should you have any question of me regarding this item, please feel free to contact me at max.perez@bridgeportct.gov or via phone at 203.576-3976.

Sincerely,



Max Perez

Senior Economic Development Associate

Attachment: (2)

Pc: Andrew Nunn – CAO (w/ attachment)
David Kooris – OPED (w/ attachment)
Charles Carroll – Public Facilities (w/ attachment)
Atty. Ron Pacacha – Office of the City Attorney (w/ attachment)
Adam Wood – Office of the Mayor (w/ attachment)
Jon Urquidi – Office of the City Engineer (w/ attachment)
Mike Nidoh – City Planning (w/ attachment)

**RESOLUTION OF THE BRIDGEPORT CITY COUNCIL
REGARDING THE DISCONTINUANCE OF A
PORTION OF BANK STREET**

WHEREAS, the City of Bridgeport (“the City”), acting through its Office of Planning & Economic Development (“OPED”) is working with the Forstone Capital, LLC (“Redeveloper”) to redevelop the former Mechanics & Farmers Savings Bank block at 930 Main Street and the former Bankmart Property at 956 Main Street; and

WHEREAS, the Redeveloper is the owner of record of all parcels abutting the section of Bank Street for which a “street discontinuance” is being sought; and

WHEREAS, this forty (40’) foot wide by a varying approx. 199.92ft. – 206.34ft. long section of roadway is a downtown tertiary street having a very limited amount of daily traffic usage; and

WHEREAS, the Redeveloper is proposing to develop a landscaped pedestrian plaza in place of this transit way that will be open for use to the general public and will enhance the planned redevelopment of the adjoining buildings into residential and commercial uses; and

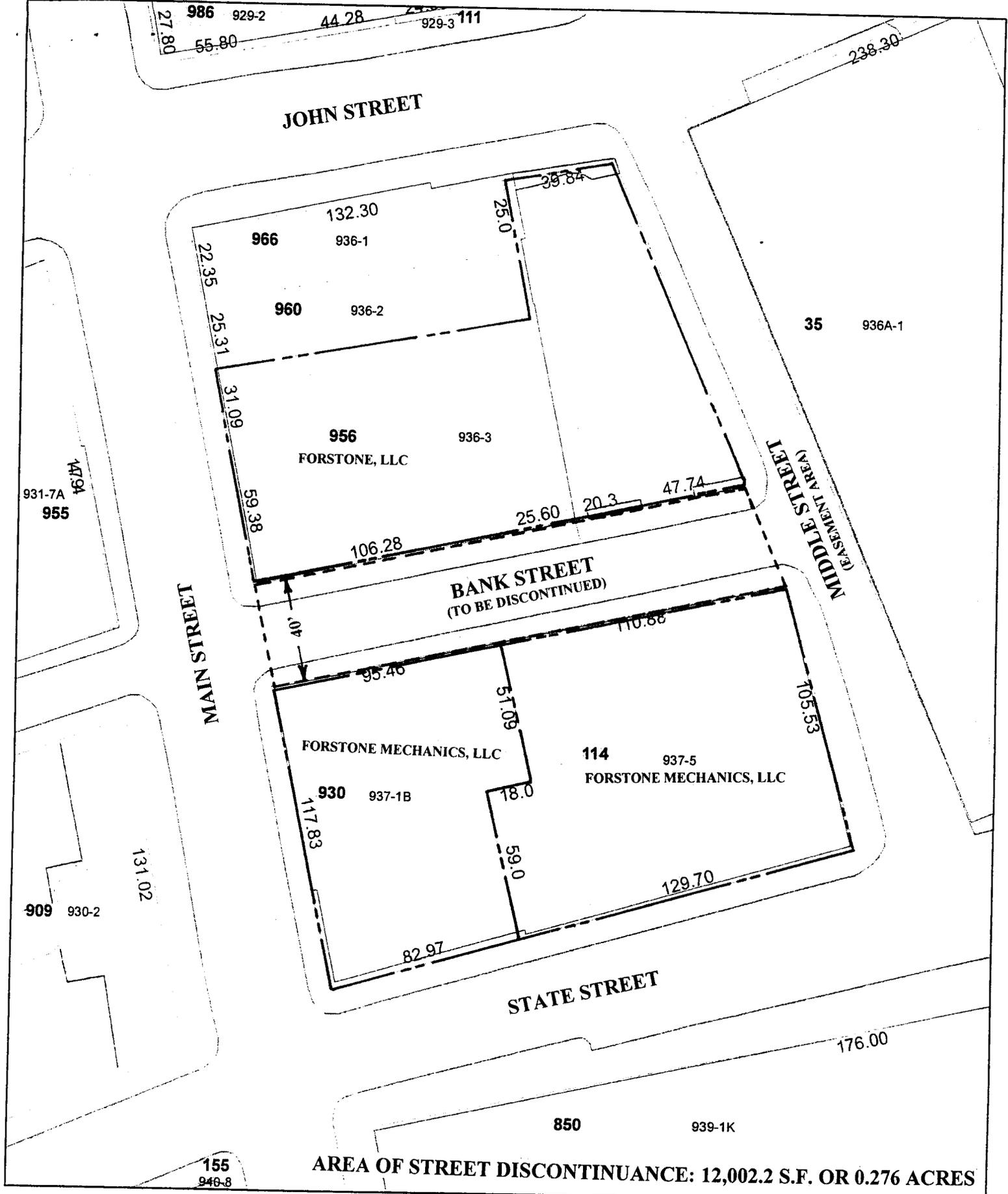
WHEREAS, this pedestrian plaza is a natural continuation of the established McLevy Park on the opposite side of Main Street from this location; and

WHEREAS, OPED has reviewed this concept and found it to be in compliance with the Downtown Master Plan and the City’s overall Master Plan of Conservation & Development in that it provides for more downtown public open space that will promote business retention and expansion in the City’s business district; and

WHEREAS, the City finds that redevelopment of its downtown is essential to the overall economic health of its downtown and the city as a whole.

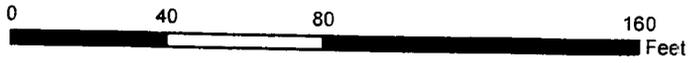
NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council hereby acknowledges the City’s and Redeveloper’s efforts to enhance the downtown environment and therefore, approves of the discontinuance of the portion of Bank Street described above.

That the Mayor or his designee is further authorized to execute any and all documents necessary to implement the intent of this resolution.



AREA OF STREET DISCONTINUANCE: 12,002.2 S.F. OR 0.276 ACRES

City of Bridgeport, Connecticut
Geographic Information System



The City of Bridgeport does not warrant the accuracy of the information contained herein nor is it responsible for any errors or omissions, accuracy, timeliness, or completeness of any of the information provided herein. The City of Bridgeport assumes no liability for its use, availability, or compatibility with users' software or computers. The City of Bridgeport explicitly disclaims any representations and warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The City of Bridgeport also shall assume no liability for: 1. Any errors, omissions, or inaccuracies in the information provided regardless of how caused; or 2. Any decision made of action taken or not taken by the user in reliance upon any information or data furnished hereunder.



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.# 48-12 Ref'd to Ordinance Committee 3/18/2013.

Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06605

March 13, 2013

Dear City Clerk:

Attached please find a resolution that would authorize an amendment to the Bridgeport Municipal Code, Section 3.20.030 "Eligibility Criteria" of the Tax Incentive Development Program. This is for referral to the Ordinance Committee.

Sincerely,

Bill Coleman
Director of Neighborhood Development

CC: Mayor Finch
Andrew Nunn, CAO
David Kooris, OPED

RECEIVED
MARCH 13 P 10 50
CITY OF BRIDGEPORT

WHEREAS, pursuant to Connecticut General Statutes as amended, Section 7-480, et seq., the Connecticut City and Town Development Act and more specifically, Section 7-498 of that Act; Section 12-65b; and Section 32-70 et seq., the Enterprise Zones Act, more specifically Section 32-71(e) of that Act; the City of Bridgeport's Municipal Code establishes a Tax Incentive Development Program (the "Incentive Program") designed to encourage economic investment in the city;

WHEREAS an increasingly active sector of the local economy consists of renewable energy projects;

WHEREAS, the City wishes to continue to encourage such renewable energy projects through its Incentive Program;

WHEREAS, it is in the City's best interest to clear up potential ambiguities in the language of the City Ordinance governing the current Incentive Program as it applies to renewable projects

NOW, THEREFORE,

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Municipal Code of Ordinances, Sect. 3.20.030, "Eligibility Criteria," is hereby amended to read as follows:

A. Projects eligible for assistance under this chapter shall be for one of the following uses: office; retail; manufacturing; industrial; residential, if for rental use or low and moderate income (as defined by U.S. Dept. of H.U.D.) owner occupied units; transient residential, hotel/motel; warehousing, storage or distribution; and multilevel parking structures.

BE IT FURTHER ORDAINED that 3.20.060, "Miscellaneous Provisions," is hereby amended to read as follows:

A. No property governed by a tax agreement shall generate less in real property taxes or revenue in any year of the tax agreement than is received in the year prior to start of the tax agreement. This provision may be waived upon the following findings of the OPED director: 1) The project involves the adaptive reuse of the existing structure, or structures for commercial, industrial or mixed-use residential purposes; 2) The property has experienced significant vacancy for a period of five or more years prior to application for a tax incentive; 3) The project entails a construction cost investment (a) in excess of five million dollars (\$5,000,000.00) and (b) at least one and one-half (1-1/2) the project assessed value of the development property.

These changes shall be effective upon publication.

RESOLUTION

By Councilmember(s):

Warren Blunt
District: 135th

Re: Resolution to schedule a joint
Committee Informational Session
to review the Curfew for Minors

Introduced at a meeting
of the City Council, held:

March 18, 2013

Referred jointly to:

Committee on Ordinances
Committee on Public Safety and Transportation

Attest:

City Clerk

WHEREAS, The City Council amended the Bridgeport Municipal Code of Ordinances Chapter 9.12 Offenses by or Against Children to include Article I Curfew for Minors; and

WHEREAS, The City Council included a resolution that it would review the implementation and effectiveness of their ordinance after it has been in effect for six (6) months; and

WHEREAS, The Ordinance became effective upon its publication on August 3, 2012; Now, Therefore, be it

RESOLVED, that an informational session be provided by Bridgeport's Police Chief to the Committees on Ordinances, Public Safety and Transportation on the implementation and effectiveness of the Curfew for Minors; and be it further

RESOLVED, that the Committees produce a report of findings and report back to council.

(SEE ATTCHED)

Referrals Made:

RECEIVED
CITY CLERK'S OFFICE
MIB MAR 12 P 12:00

-102-

WHEREAS, the City of Bridgeport has a compelling interest in providing for the protection of minors from each other and from other persons, for the enforcement of parental control over and responsibility for children, for the protection of the general public, and for the reduction of the incidence of juvenile criminal activities; and

WHEREAS, the City Council has heard from parents, students, community leaders, members of the law enforcement, educational, and religious communities, most of whom have spoken out in favor of the benefits to the citizens of the City of Bridgeport that would come from the implementation of a curfew designed to promote the well-being of the City's youngest citizens; and

WHEREAS, the City Council has determined that there has been an unacceptable level of, and increase in, juvenile violence, juvenile gang activity, and crime by persons under the age of 18 in the City of Bridgeport; and

WHEREAS, persons under the age of 18 are particularly susceptible by their lack of maturity and experience to participate in unlawful and gang-related activities and to be victims of older perpetrators of crime; and

WHEREAS, due to the specific nature and character of the conduct of juveniles within the City of Bridgeport, the experience of the Bridgeport Police Department in observing and detailing the nature and character of the conduct of juveniles during nocturnal hours, and the belief that the implementation of a curfew would assist law enforcement in protecting the lives and property of the citizens of Bridgeport, particularly its youngest citizens; and

WHEREAS, a review of the experience of other urban areas has indicated that the implementation of a curfew can result in safer streets, a decrease in crimes against persons and property, and that the proper implementation of a curfew can balance the desires of the community for a higher quality of life and the rights of individuals, particularly citizens under the age of 18; and

WHEREAS, a curfew for those under the age of 18 will be in the interest of the public health, safety, and general welfare and will help to attain the foregoing objectives and to diminish the undesirable impact of such conduct on the citizens of the City of Bridgeport; Now, Therefore, be it

Resolved, That the City Council will review the implementation and effectiveness of their Ordinance after it has been in effect for six (6) months.

50-12

COMMUNICATION

FROM: Thomas R. Sherwood, Director, OPM

Re: Proposed Budget Modification to the FY 2012-2013 General Fund
to correct City Share to BOE for ECS funding.

REFERRED TO: IMMEDIATE CONSIDERATION

Referrals:

CITY COUNCIL: March 18, 2013 (OFF THE FLOOR)

ADOPTED: _____

ATTEST: _____

APPROVED: _____

Mayor

OFF THE FLOOR

MEETING DATE: March 18, 2013 NO. 50-12
 COMMITTEE: IMMEDIATE CONSIDERATION REFERRED TO COMM.:
 SUBJECT: Budget modification to the Fiscal Year 2012-2013
General Fund to correct City Share to BOE for
ECS funding. MOTION BY: A. Depara 2ND BY: T. McCarthy

APPROVED X DENIED _____ TABLED _____ REF. TO COMM. _____

REMARKS:

	YES	NO
Susan T. Brannelly		
Martin C. McCarthy		
Jack Banta		
Denese Taylor-Moye		Absent
John W. Olson		Absent
M. Evette Brantley		
Thomas C. McCarthy		
Howard Austin, Sr.		Absent
Michelle A. Lyons		Absent
AmyMarie Vizzo-Paniccia		Absent
Richard Bonney		Absent
Warren Blunt		
Angel M. dePara, Jr.		
Carlos Silva		
Manual Ayala		
Lydia N. Martinez		
Richard M. Paoletto, Jr.		
Robert P. Curwen, Sr.		Absent
Andre F. Baker, Jr.		X
James Holloway		

RECEIVED
 OFFICE
 MAR 19 10 47 AM '13



CITY OF BRIDGEPORT
OFFICE OF POLICY & MANAGEMENT

999 Broad Street • Bridgeport, Connecticut 06604 • Telephone (203) 576-7963 • Fax 332-5589

THOMAS R. SHERWOOD
Director

March 14, 2013

COMM. #50-12 Ref'd As IMMEDIATE CONSIDERATION on 03/18/2013 (OFF THE FLOOR).

Mr. Angel DePara, Chairman
Budget and Appropriations Committee
Members of the Bridgeport City Council:

FOR IMMEDIATE CONSIDERATION

Attached, please find a request to initiate a budget modification to the Fiscal Year 2012-13 General Fund Budget. Several months ago, the City Council approved a budget modification to the BOE from a budgeted dedicated use account. Our office did not have all the information as it related to ECS funding. Attached are documents from the State Department of Education which show that Bridgeport was slated to receive \$168,599,571 in ECS aid. What we were not made aware of is that \$4,404,227 will be received directly by the BOE as "ECS Alliance Money Grant".

Also attached is a copy of the MUNIS document which shows the BOE has established this grant and is receiving the funds directly. This reversal is necessary in order to properly state the MBR as it relates to the General Fund for FY 2012-13. OPM recognizes the need for this modification.

Sincerely,

Thomas R. Sherwood

Thomas R. Sherwood
Director OPM

cc: Mayor Bill Finch
Adam Wood, Chief of Staff
Andrew Nunn, CAO
Joshua Thompson, Deputy CAO
Paul Vallas, Superintendent
Anne Kelly-Lenz, Finance Director
attachment

Connecticut State Department of Education
Bureau of Grants Management

January 2013

Education Cost Sharing (ECS) Entitlements
(Entitlements do not include Prior Year Adjustments)

Town Name	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13
1 ANDOVER	1,387,386	1,509,470	1,676,656	1,758,806	1,841,892	1,952,852	1,973,606	2,232,621	2,330,856	2,330,856	2,330,856	2,330,856	2,367,466
2 ANSONIA	10,511,260	11,218,572	11,760,564	12,004,714	12,250,910	12,728,616	12,883,364	14,398,149	15,031,668	15,031,668	15,031,668	15,031,668	15,571,383
3 ASHFORD	2,871,643	3,036,660	3,281,116	3,262,345	3,305,321	3,422,816	3,437,299	3,731,867	3,896,069	3,896,069	3,896,069	3,896,069	3,931,796
4 AVON	109,878	311,777	578,168	643,433	763,434	786,337	788,475	1,180,736	1,232,688	1,232,688	1,232,688	1,232,688	1,232,688
5 BARKHAMSTED	1,157,016	1,176,454	1,176,454	1,129,368	1,171,787	1,223,608	1,231,556	1,547,770	1,615,872	1,615,872	1,615,872	1,615,872	1,654,360
6 BEACON FALLS	2,887,266	3,010,322	3,103,358	3,159,634	3,267,657	3,414,494	3,437,310	3,874,333	4,044,804	4,044,804	4,044,804	4,044,804	4,109,097
7 BERLIN	3,301,938	3,663,534	4,160,838	4,113,459	4,363,230	4,618,099	4,665,028	5,909,397	6,169,410	6,169,410	6,169,410	6,169,410	6,280,132
8 BETHANY	1,448,766	1,473,105	1,537,023	1,465,759	1,535,633	1,581,702	1,586,000	1,945,254	2,030,845	2,030,845	2,030,845	2,030,845	2,042,760
9 BETHEL	7,020,115	7,138,053	7,138,053	6,827,506	7,138,053	7,332,195	7,372,181	7,814,020	8,157,837	8,157,837	8,157,837	8,157,837	8,228,760
10 BETHELHEM	1,081,506	1,099,675	1,169,896	1,134,498	1,170,993	1,206,123	1,209,402	1,262,616	1,318,171	1,318,171	1,318,171	1,318,171	1,318,800
11 BLOOMFIELD	2,288,149	2,371,578	2,490,779	2,788,525	3,536,090	3,896,585	3,977,721	5,182,323	5,410,345	5,410,345	5,410,345	5,410,345	5,614,895
12 BOLTON	2,069,781	2,209,545	2,394,803	2,438,042	2,481,386	2,555,828	2,562,776	2,888,563	3,015,660	3,015,660	3,015,660	3,015,660	3,038,788
13 BOZRAH	1,010,171	1,027,142	1,027,142	984,704	1,027,166	1,057,981	1,060,857	1,177,447	1,229,255	1,229,255	1,229,255	1,229,255	1,242,936
14 BRANFORD	1,175,917	1,250,087	1,321,343	1,276,911	1,320,582	1,360,200	1,363,897	1,684,957	1,759,095	1,759,095	1,759,095	1,759,095	1,824,612
15 BRIDGEFORD	128,377,230	136,818,542	140,249,047	141,249,047	142,435,547	146,708,614	147,107,433	157,275,234	164,195,344	164,195,344	164,195,344	164,195,344	168,589,571
16 BRIDGEWATER	59,682	75,546	92,683	95,728	103,190	106,286	106,575	131,506	137,292	137,292	137,292	137,292	137,292
17 BRISTOL	29,950,269	31,683,759	33,045,517	33,208,679	33,692,367	35,166,433	35,390,494	39,901,642	41,657,314	41,657,314	41,657,314	41,657,314	43,047,496
18 BROOKFIELD	1,145,316	1,164,557	1,164,557	1,116,442	1,164,318	1,189,247	1,202,507	1,466,181	1,530,693	1,530,693	1,530,693	1,530,693	1,545,179
19 BROOKLYN	5,690,733	5,786,337	5,786,337	5,628,569	5,823,363	5,998,064	6,014,369	6,984,191	6,978,295	6,978,295	6,978,295	6,978,295	7,058,407
20 BURLINGTON	3,056,579	3,107,930	3,355,317	3,323,686	3,348,907	3,449,374	3,458,751	4,114,538	4,295,578	4,295,578	4,295,578	4,295,578	4,354,540
21 CANTANVA	170,916	181,707	184,156	174,211	184,019	189,539	190,054	198,416	207,146	207,146	207,146	207,146	209,258
22 CANTERBURY	4,129,988	4,199,372	4,199,372	4,025,868	4,205,104	4,331,257	4,343,031	4,534,124	4,733,625	4,733,625	4,733,625	4,733,625	4,754,383
23 CANTON	2,064,663	2,204,176	2,428,890	2,284,222	2,429,660	2,531,225	2,546,057	3,207,653	3,348,790	3,348,790	3,348,790	3,348,790	3,421,274
24 CHEPUN	1,593,072	1,619,836	1,619,836	1,627,834	1,633,229	1,688,406	1,692,996	1,801,617	1,880,888	1,880,888	1,880,888	1,880,888	1,883,247
25 CHESHIRE	7,227,192	7,348,609	7,348,609	7,044,990	7,348,609	7,589,061	7,589,637	9,298,837	9,298,837	9,298,837	9,298,837	9,298,837	9,376,495
26 CHESTER	581,186	590,950	590,950	566,534	590,799	608,523	610,177	637,025	665,733	665,733	665,733	665,733	665,733
27 CLINTON	5,649,032	5,743,936	5,743,936	5,506,616	5,743,743	5,916,055	5,932,138	6,193,152	6,465,651	6,465,651	6,465,651	6,465,651	6,502,667
28 COLCHESTER	8,771,715	9,728,825	10,723,931	10,916,825	11,106,204	11,465,346	11,503,722	12,976,175	13,547,231	13,547,231	13,547,231	13,547,231	13,732,859
29 COLEBROOK	210,184	263,530	324,411	387,788	402,228	414,295	415,422	469,475	495,044	495,044	495,044	495,044	506,256
30 COLUMBIA	1,917,898	2,001,793	2,080,658	1,981,050	2,082,730	2,153,193	2,161,259	2,442,564	2,550,037	2,550,037	2,550,037	2,550,037	2,563,631
31 CORNWALL	11,381	28,918	50,920	52,146	58,995	60,765	60,999	81,726	85,322	85,322	85,322	85,322	85,322
32 COVENTRY	7,088,752	7,418,066	7,492,707	7,308,002	7,473,503	7,697,708	7,718,634	8,472,884	8,845,691	8,845,691	8,845,691	8,845,691	8,918,028
33 CROMWELL	2,905,842	3,081,286	3,217,619	2,978,451	3,209,185	3,307,963	3,317,649	4,131,889	4,313,692	4,313,692	4,313,692	4,313,692	4,423,837
34 DANBURY	13,645,882	14,161,519	15,076,499	15,245,564	16,280,329	17,373,813	17,588,819	21,894,594	22,857,956	22,857,956	22,857,956	22,857,956	24,554,515
35 DARIEN	99,386	379,724	752,356	831,082	998,629	1,028,588	1,031,384	1,547,898	1,616,006	1,616,006	1,616,006	1,616,006	1,616,006
36 DEEP RIVER	1,439,435	1,491,196	1,498,311	1,443,219	1,498,954	1,543,923	1,548,120	1,616,237	1,687,351	1,687,351	1,687,351	1,687,351	1,711,882
37 DERBY	4,657,203	5,108,007	5,540,083	5,725,498	5,877,240	6,053,557	6,070,014	6,576,330	6,865,689	6,865,689	6,865,689	6,865,689	7,146,221
38 DURHAM	2,969,977	3,076,168	3,200,112	3,275,728	3,298,658	3,397,618	3,406,854	3,788,134	3,954,812	3,954,812	3,954,812	3,954,812	3,986,743
39 EASTFORD	914,053	929,409	929,409	891,009	929,409	957,291	959,893	1,063,097	1,109,873	1,109,873	1,109,873	1,109,873	1,116,844
40 EAST GRANBY	516,399	525,075	629,024	675,407	765,299	802,419	808,527	1,046,305	1,301,142	1,301,142	1,301,142	1,301,142	1,349,822
41 EAST HADDAM	2,703,833	2,878,247	2,929,615	2,982,556	3,003,434	3,098,985	3,108,920	3,561,516	3,718,223	3,718,223	3,718,223	3,718,223	3,765,035
42 EAST HAMPTON	5,827,719	5,925,625	5,952,965	5,888,109	6,089,176	6,389,227	6,439,142	7,215,594	7,595,720	7,595,720	7,595,720	7,595,720	7,665,929
43 EAST HARTFORD	29,994,316	26,941,033	30,339,443	31,474,021	33,111,495	34,849,510	35,150,739	39,952,890	41,710,817	41,710,817	41,710,817	41,710,817	43,425,561
44 EAST HAVEN	13,740,209	15,132,788	16,256,391	15,969,794	16,262,481	16,750,356	16,795,991	17,973,300	18,764,125	18,764,125	18,764,125	18,764,125	19,253,992
45 EAST LYME	5,944,426	5,944,240	6,310,062	6,225,347	6,307,809	6,487,043	6,514,705	6,801,352	7,100,611	7,100,611	7,100,611	7,100,611	7,132,157
46 EAST WINDSOR	109,426	194,778	307,150	336,784	386,611	398,209	399,292	568,839	593,868	593,868	593,868	593,868	593,868
47 EAST WINDSOR	3,791,597	3,963,672	4,206,328	4,207,316	4,339,446	4,550,093	4,584,774	5,251,087	5,482,135	5,482,135	5,482,135	5,482,135	5,650,470
48 ELLINGTON	7,162,484	7,504,348	7,587,545	7,714,584	7,768,586	8,001,644	8,023,963	9,104,327	9,504,917	9,504,917	9,504,917	9,504,917	9,649,604
49 ENFIELD	22,516,404	22,894,680	22,894,680	22,414,160	23,220,663	24,196,003	24,330,063	27,184,034	28,380,144	28,380,144	28,380,144	28,380,144	28,810,492
50 ESSEX	128,319	173,177	229,878	242,225	266,414	274,406	275,152	373,273	389,697	389,697	389,697	389,697	389,697
51 FAIRFIELD	938,131	1,388,821	1,988,976	2,059,198	2,335,912	2,405,989	2,412,530	3,438,705	3,590,008	3,590,008	3,590,008	3,590,008	3,590,008
52 FARMINGTON	190,826	474,672	836,495	907,731	1,057,476	1,089,201	1,092,162	1,543,116	1,611,013	1,611,013	1,611,013	1,611,013	1,611,013
53 FRANKLIN	686,484	688,017	698,017	778,611	784,061	807,583	809,778	901,415	941,077	941,077	941,077	941,077	948,235
54 GASTONBURY	2,641,874	3,165,304	3,677,295	3,728,408	3,754,507	3,890,636	3,907,727	4,620,152	4,811,152	4,811,152	4,811,152	4,811,152	4,811,152
55 GOSHEN	95,927	119,206	149,031	148,608	159,118	163,890	164,337	208,992	218,188	218,188	218,188	218,188	218,188
56 GRANBY	3,030,426	3,339,861	3,732,576	3,887,140	4,016,353	4,196,968	4,225,049	5,166,931	5,394,276	5,394,276	5,394,276	5,394,276	5,477,633

CITY OF BRIDGEPORT FY 2013 AND 2014 ECS BREAKDOWN

FY 2013 ECS Allocation Breakdown		Amount
	FY 2013 ECS Allocation	168,599,571
Less:	FY 2013 ECS Alliance Money (Grant)	-4,404,227
	Net FY 2013 Gen. Fund ECS Appropriation	164,195,344

FY 2014 ECS Allocation Breakdown		Amount
	FY 2014 ECS Allocation	175,722,646
Less:	FY 2013 ECS Alliance Money(Grant)	-4,404,227
Less:	FY 2014 ECS Alliance Money(Grant)	-4,284,549
Less:	FY2014 Pilots/Entitlements(Gen. Fund)	-2,838,526
	Net FY2014 BOE ECS Allocation	164,195,344

Note:

Please note that the \$3,504,227 that the City (General Fund) allocated/budgeted in FY 2013 under B.O.E ECS Property Tax Relief revenue account #44350 will not be received from the State of Connecticut or does not exist.



YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2013	06	366	BUC 12/10/2012	12/10/2012	ECS	ALLIANdrea	broderick	1	N	Hist	2013		
LN	ORG	ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	DESCRIPTION	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	02851000	44126	13058	13058					NEW GRANT - ECS ALLIANCE F			4,404,277.00	
02	-08-311-851-000-44126								ST DEPT OF ED DIV UNDFND DIRREC				
2	02851000	51000	13058	13058					NEW GRANT - ECS ALLIANCE F		1,996,901.00		
02	-08-311-851-000-51000								FULL TIME EARNED PAY				
3	02851000	52360	13058	13058					NEW GRANT - ECS ALLIANCE F		28,955.00		
02	-08-311-851-000-52360								MEDICARE				
4	02851000	52917	13058	13058					NEW GRANT - ECS ALLIANCE F		556,946.00		
02	-08-311-851-000-52917								HEALTH INSURANCE CITY SHARE				
5	02851000	56075	13058	13058					NEW GRANT - ECS ALLIANCE F		668,913.00		
02	-08-311-851-000-56075								EDUCATIONAL SERVICES				
6	02851000	54580	13058	13058					NEW GRANT - ECS ALLIANCE F		1,152,562.00		
02	-08-311-851-000-54580								SCHOOL SUPPLIES				

** JOURNAL TOTAL

0.00 0.00

** GRAND TOTAL

0.00 0.00

1 Journals printed

** END OF REPORT - Generated by Sherwood, Thomas **

***33-12 Consent Calendar**

Application for Waiver to Extend Driveway Width for
Roosevelt School Located at 680 Park Avenue.

Report

of

Committee

on

Public Safety and Transportation

Submitted: March 18, 2013

Adopted: _____

Attest: _____

Fleeta E. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on Public Safety and Transportation begs leave to report; and recommends for adoption the following resolution:

***33-12 Consent Calendar**

WHEREAS, Municipal Code Section 12.08.030 sets forth the requirements for driveway construction as no wider than (20) twenty feet at the sidewalk and no closer together than 25 feet from each other; and

WHEREAS, Municipal Code Section 12.08.070 sets forth an application process for any person desiring a permit for a driveway approach having a greater width than twenty (20) feet at the sidewalk, or any person desiring to establish two driveway approaches for the same property which shall be closer together than twenty-five (25) feet; and

WHEREAS, an application for a permit to construct driveways has been duly and properly submitted by the Director of Public Facilities to the City Council; Now, therefore be it

RESOLVED, That the City Council does hereby order the issuance of a permit(s) to the applicant listed below for location and purposes herein specified:

APPLICANT: Mr. Antonio Di Camillo, PE
2321 Whitney Avenue
Hamden, CT 06518

PURPOSE(S): Construction of Driveways:
In excess of twenty (20) feet in width

LOCATION(S): 680 Park Avenue – Roosevelt School



Report of Committee on Public Safety and Transportation
***33-12 Consent Calendar**

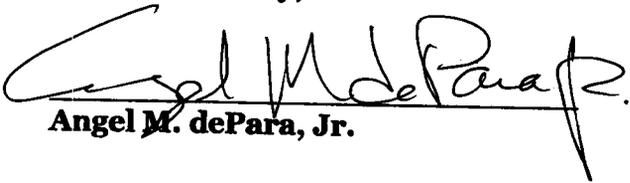
-2-

Respectfully submitted,
**THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**

Michelle A. Lyons, Co-Chair

Richard Bonney, Co-Chair

Denese Taylor-Moye

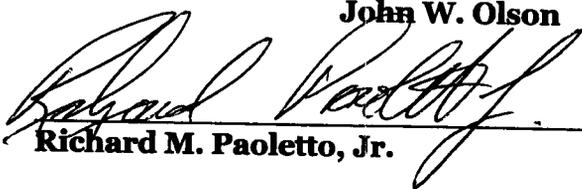


Angel M. dePara, Jr.



Andre F. Baker, Jr.

John W. Olson



Richard M. Paoletto, Jr.

City Council Date: March 18, 2013

***28-12 Consent Calendar**

Agreement with The Hartford Life Insurance to provide Basic Life and Accidental Death and Dismemberment Insurance for City Employees for the period of April 1, 2013 thru March 31, 2016.

**Report
of
Committee
on
Contracts**

Submitted: March 18, 2013

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

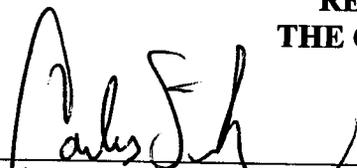
To the City Council of the City of Bridgeport.

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

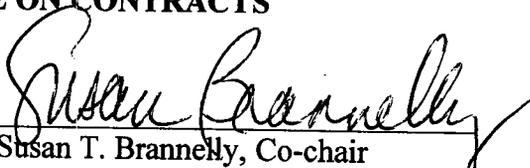
***28-12 Consent Calendar**

RESOLVED, That the attached Agreement with Hartford Life Insurance to provide a Basic Life and Accidental Death and Dismemberment Insurance for City Employees for the period of April 1, 2013 thru March 31, 2016 be and it hereby is, in all respects, approved, ratified and confirmed.

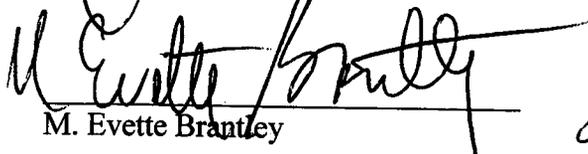
RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS



Carlos Silva, Co-chair



Susan T. Brannelly, Co-chair

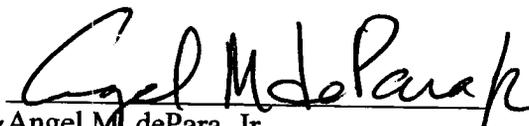


M. Evette Brantley

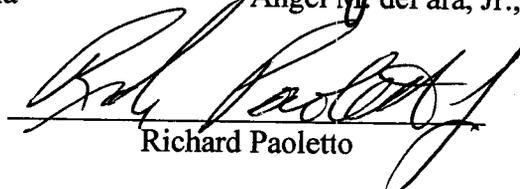


James Holloway

AmyMarie Vizzo-Paniccia



Angel M. dePara, Jr.,



Richard Paoletto

City of Bridgeport

Basic Life and AD&D Insurance Policy 395293

Renewal Date

April 1, 2013



Table of Contents

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.

⁴ Beneficiary 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.

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.

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

⁷ EstateGuidance® 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.

⁸ Beneficiary 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: $(\text{Life Claims} + (\text{Premium Waiver Claims} \times 0.5 \times \text{Total Exposure Years} + (\text{Total Exposure Years} - 0.5)))$

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

This page is for Internal Use only!





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:

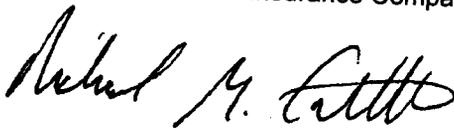
With respect to All Full-time and Part-time Active Employees who are class EX water pollution control authority general manager(s), grants director(s) of labor relations, mayor(s), chief of police(s), or fire chief(s) employees, the **Basic Amount of Life Insurance** provision shown in the **Schedule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

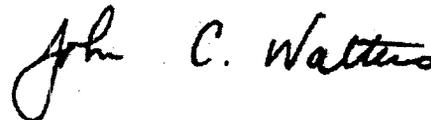
Basic Amount of Life Insurance

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.

TABLE OF CONTENTS

SCHEDULE OF INSURANCE.....	8
Cost of Coverage	8
Eligible Class(es) for Coverage.....	8
Eligibility Waiting Period for Coverage	8
Eligibility Waiting Period for Coverage	8
Benefit Amounts.....	8
ELIGIBILITY AND ENROLLMENT	8
Eligible Persons	8
Eligibility for Coverage.....	8
Enrollment.....	8
PERIOD OF COVERAGE	9
Effective Date.....	9
Deferred Effective Date	9
Continuity From a Prior Policy	9
Termination.....	9
Continuation Provisions.....	9
Waiver of Premium.....	10
BENEFITS.....	11
Life Insurance Benefit.....	11
Accelerated Benefit.....	12
Conversion Right.....	12
GENERAL PROVISIONS.....	13
DEFINITIONS.....	16
AMENDATORY RIDER.....	18
Eligibility Waiting Period for Coverage	28
Eligibility Waiting Period for Coverage	28

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**:

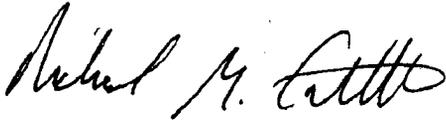
Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements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

For Wisconsin residents:

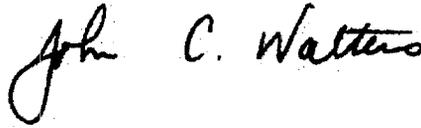
- 1) The dollar amount stated in the **Conversion Right** provision is changed to \$5,000, if not \$5,000.
- 2) The dollar amounts stated in the second paragraph and the last paragraph of the **Claims to be Paid** provision are changed to \$1,000, if not \$1,000.

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

Signed for Hartford Life and Accident Insurance Company.



Richard G. Costello, Secretary



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 concierne 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
Period of Coverage
Benefits
Exclusions
General Provisions
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.

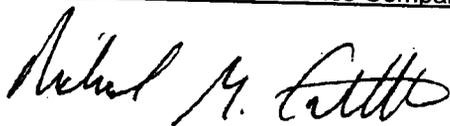
For Washington residents:

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

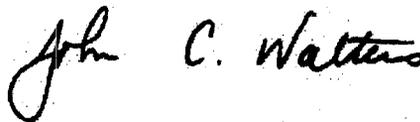
For Wisconsin residents, the time periods stated in the **Claim Appeal** provision are removed.

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**

***29-12 Consent Calendar**

Agreement with Unum to provide Short Term and Long Term Disability Income Protection Insurance Policy for eligible City Employees for the period of March 1, 2013 thru February 28, 2015.

**Report
of
Committee
on
Contracts**

Submitted: March 18, 2013

Adopted: _____

Attest: _____

Fleeta G. Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

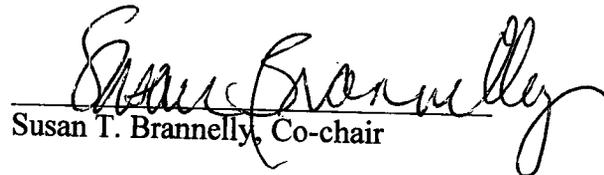
The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

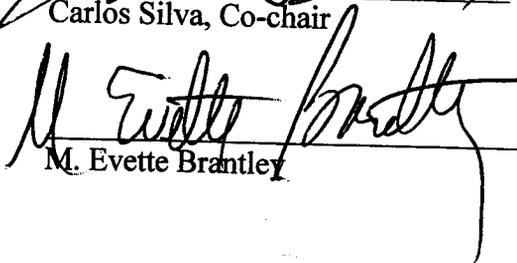
***29-12 Consent Calendar**

RESOLVED, That the attached Agreement with Unum to provide Short Term and Long Term Disability Income Protection Insurance for eligible City Employees for the period of March 1, 2013 thru February 28, 2015 be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

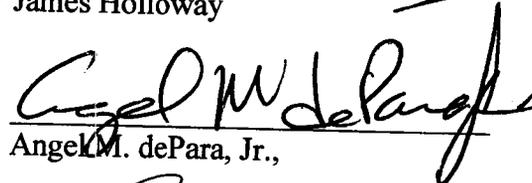

Carlos Silva, Co-chair

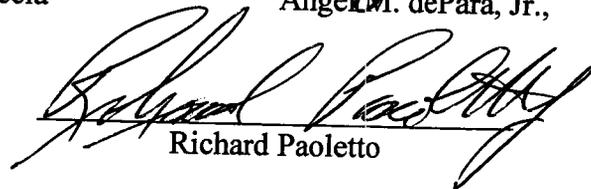

Susan T. Brannelly, Co-chair


M. Evette Brantley


James Holloway


AmyMarie Vizzo-Paniccia


Angel M. dePara, Jr.,


Richard Paoletto

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 I)

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>
--	--

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
© 2013 Unum Group. All rights reserved.
(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
ERISA	
ERISA Information	25

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.

President

Secretary

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

TABLE OF CONTENTS

Table of Contents

Overview of how Unum's group policy is organized. The actual policy will contain pages reflecting the features and variables selected by the Policyholder.

	Sample Policy	Page #
BENEFITS AT A GLANCE.....	B@G-STD-1.....	2
CLAIM INFORMATION.....	STD-CLM-1.....	4
POLICYHOLDER PROVISIONS.....	EMPLOYER-1.....	6
CERTIFICATE SECTION.....	CC.FP-1.....	9
GENERAL PROVISIONS.....	EMPLOYEE-1.....	10
BENEFIT INFORMATION.....	STD-BEN-1.....	13
OTHER BENEFIT FEATURES.....	STD-OTR-1.....	20
GLOSSARY.....	GLOSSARY-1.....	22

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.

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.

CLAIM INFORMATION SHORT TERM DISABILITY

WHEN DO YOU NOTIFY UNUM OF A CLAIM?

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

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

HOW DO YOU FILE PROOF OF CLAIM?

You and your Employer must fill out your own sections of the claim form and then give it to your attending physician. Your physician should fill out his or her section of the form and send it directly to Unum.

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

WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

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

- the date your disability began;
- the existence and cause of your sickness or injury;
- that your sickness or injury causes you to have limitations on your functioning and restrictions on your activities preventing you from performing the material and substantial duties of your regular occupation;
- 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.

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.

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.

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.

ADDLSUM-2

Policy Modification or Cancellation

This section is identical to the provision in the Employer section of the policy describing cancellation and modification procedures.

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;

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.

- 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.

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)
Continuity of Coverage (if prior group carrier).....	23,24
Deductible Sources of Income.....	17-18
Definition of Disability.....	14
Dependent Care Expense Benefit	4,27
Elimination Period (EP).....	3,14
Evidence of Insurability.....	11
Exclusions	21-22,29,35
Gainful Occupation	14,20
Maximum Period of Payment	4,20
Mental Illness.....	21
Minimum Monthly Benefit.....	19
Rate Information Amendment	7,43
Recurrent Disability	22
Rehabilitation and Return-to-Work Assistance Benefit	4,26-27
Survivor Benefit (includes Accelerated feature for terminal illness).....	23
Total Benefit Cap	5,15,28
Waiver of Premium	4,7
Work Incentive Benefit (WIB).....	16

Services

Rehabilitation and Return-to-Work Assistance Program.....	4,26
Social Security Claimant Advocacy Program	37
Work-Life Balance Employee Assistance Program.....	37
Worksite Modification.....	37

Optional Benefits

Conversion.....	24
Cost of Living Adjustment (COLA)	16
Disability Plus.....	29-30
Education Benefit.....	5,28
Recurrent Disability	22
Infectious and Contagious Disease Rider.....	31-33
Recovery Income Protection Benefit	23
Revenue Protection	25
Spouse Disability Benefit	34-36

ERISA

ERISA Information.....	44-49
------------------------	-------

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



GROUP INSURANCE POLICY NON-PARTICIPATING

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.

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
Copyright 1993, Unum Life Insurance Company of America

Table of Contents

Table of Contents

Overview of how Unum's group policy is organized. The actual policy will contain pages reflecting the features and variables selected by the Policyholder.

	Sample Policy Page#
BENEFITS AT A GLANCE	B@G-LTD-1 3
CLAIM INFORMATION	LTD-CLM-1 6
POLICYHOLDER PROVISIONS	EMPLOYER-1 7
CERTIFICATE SECTION FACE PAGE	CC.FP-1 10
GENERAL PROVISIONS	EMPLOYEE-1..... 11
BENEFIT INFORMATION	LTD-BEN-1 14
OTHER BENEFIT FEATURES	LTD-OTR-1 23
OTHER SERVICES.....	SERVICES-1 37
GLOSSARY	GLOSSARY-1 38

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.

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

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.

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**

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.

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 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.

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.

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

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.

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.

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.

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.

Benefit Payment

Disability benefits are not payable while benefits under this rider are being paid.

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.

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

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).

Payment Options

Other duration and benefit amounts are available.

SPOUSE DISABILITY BENEFIT

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

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.
- 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.

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

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.

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.

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.

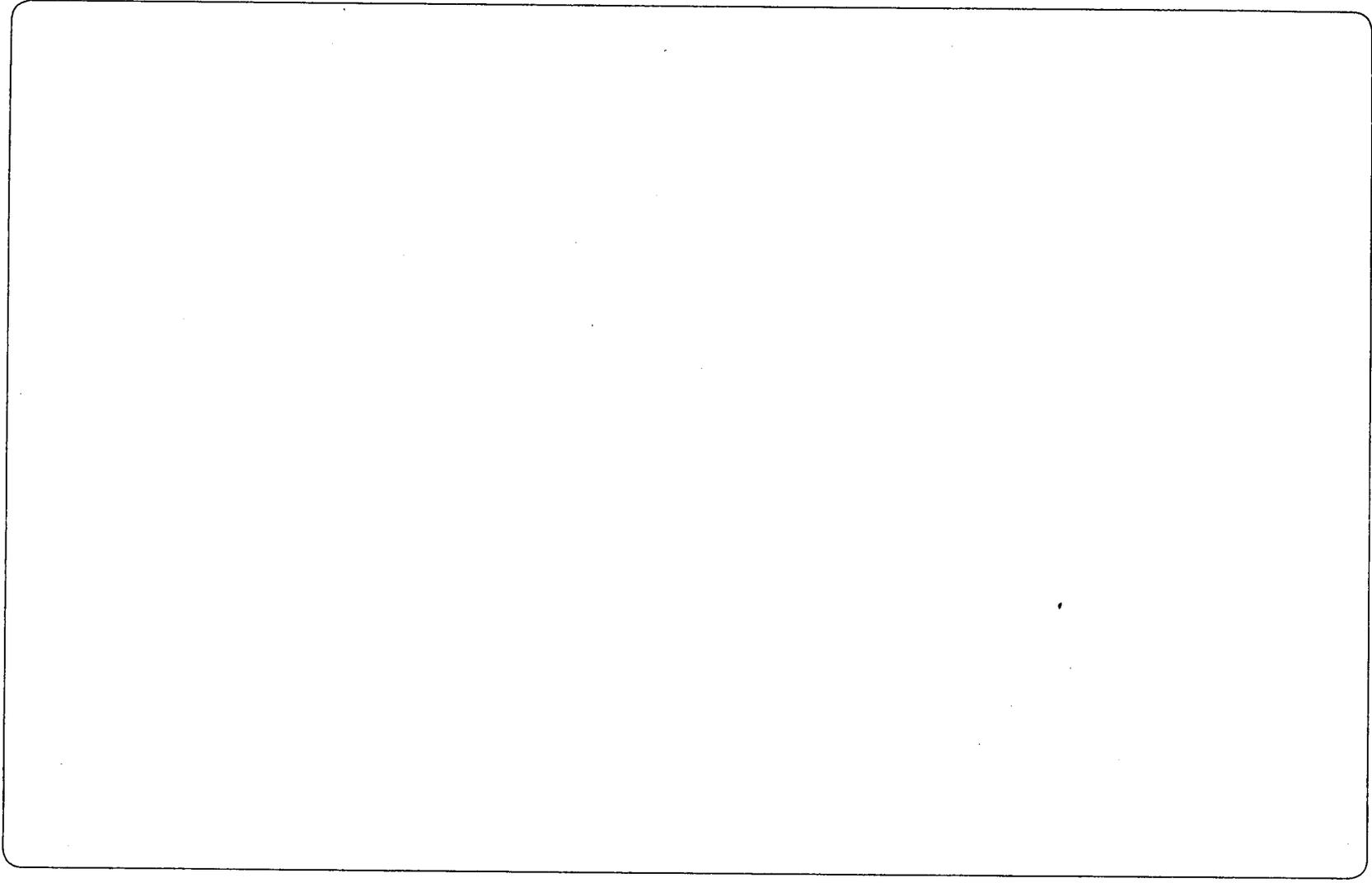
COVERAGE DECISIONS

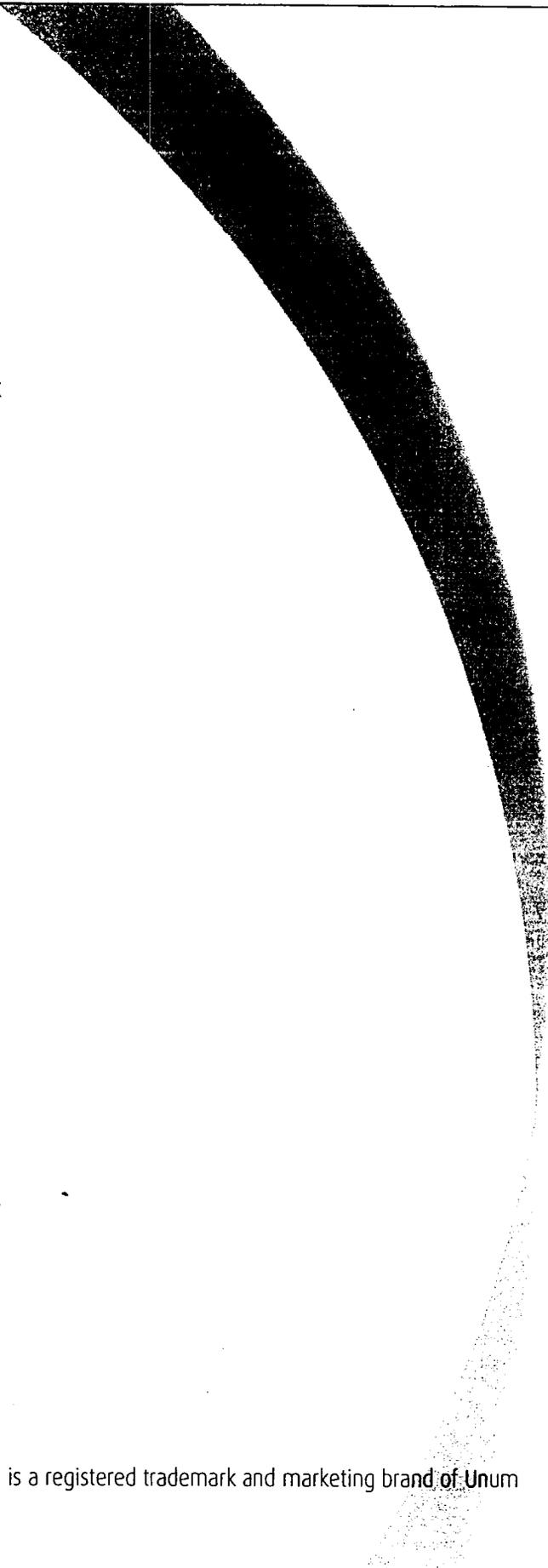
If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI.

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

© 2009 Unum Group. All rights reserved. Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

***36-12 Consent Calendar**

Approval of Master Banking Services Agreement with
Webster Bank, National Association.

**Report
of
Committee
on
Contracts**

Submitted: March 18, 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 **Contracts** begs leave to report; and recommends for adoption the following resolution:

*36-12 Consent Calendar

RESOLUTION

Master Services Agreement For Cash Management Services with Webster Bank, National Association ("Agreement")

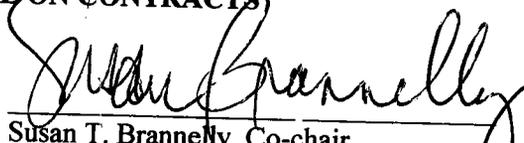
WHEREAS the Finance Department has issued a Request For Proposals that resulted in the selection of Webster Bank, N.A. to perform comprehensive services related to cash management in order to reduce the high fees that the City currently pays; and

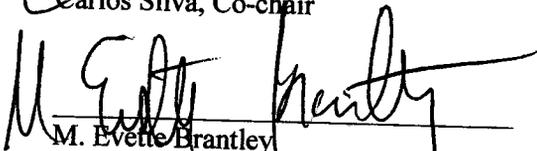
WHEREAS the Finance Department requests the City Council's approval of the Agreement in order to begin the transition of banking services to Webster Bank, N.A.; Now, therefore be it

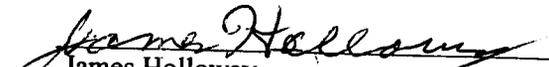
RESOLVED that the Agreement is hereby approved and that the Mayor or the Director of Finance are hereby authorized to execute the Agreement and take all other actions and do all other things as they may deem necessary and appropriate in connection therewith that are consistent with this resolution.

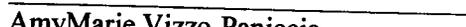
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

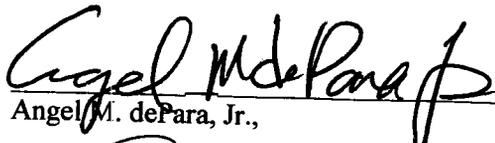

Carlos Silva, Co-chair

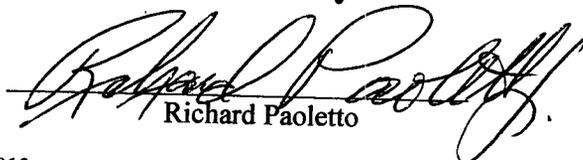

Susan T. Brannelly, Co-chair


M. Evette Brantley


James Holloway


AmyMarie Vizzo-Paniccia


Angel M. dePara, Jr.,


Richard Paoletto

City Council Date: March 18, 2013

**CASH MANAGEMENT SERVICES
TERMS AND CONDITIONS****1. Cash Management Services**

1.1 Services. Bank agrees to provide and Customer agrees to purchase, the Services indicated on the Signature Page or any Supplemental Signature Page.

1.2 Changes to the Services, Customer. An Authorized Representative or Delegate (as applicable) may request a change to the Operating Instructions for a Service. The Bank is not obligated to implement any requested changes until the Bank has had a reasonable opportunity to act upon them. In making changes, the Bank is entitled to rely on any requests purporting to be from an Authorized Representative or Delegate (as applicable). All Customer requests shall be in writing, in a form and manner acceptable to the Bank. Certain requests for changes may be subject to the Bank's approval. Bank may, upon notice to Customer, impose additional fees in connection with fulfilling requests that require programming, procedural or system changes, at the Bank's discretion.

1.3 Changes to the Services. The Services covered by this Agreement may be changed, discontinued, or substituted from time to time. Changes to this Agreement (including Terms of Services, Operating Instructions or the Master Services Agreement) shall be effective upon receipt of notice by Customer. Customer shall be deemed to have accepted all such changes by its continued use of the Services after the effective date of the changes.

1.4 Services Not Provided by Bank. Customer acknowledges that Bank shall not be responsible for any Services as are disclosed in writing as not performed or provided by Bank, its employees or sub-contractors, regardless of whether or not Bank referred Customer to a Service Provider, even if Bank received a referral fee for such referral.

1.5 Documentation.

a. **Terms of Service.** Terms of Service are Product specific terms and conditions that apply only to the relevant Product. In the event of a conflict between the Master Services Agreement and a Term of Service, the Term of Service shall prevail, if such conflict cannot be resolved by construing the intent of the documents as being consistent with one another.

b. **Operating Instructions.** Operating Instructions are details of the method of performance by Bank, and may be modified by mutual agreement from time to time. Except as expressly provided otherwise, Operating Instructions describe the manner in which the Services will be provided, and are non-binding statements of intent of Bank, and are not intended to supersede or modify the Master Services Agreement or any Terms of Service.

c. **Corporate Resolution.** The Corporate Resolution grants authority to natural persons to act on behalf of Customer. The Corporate Resolution is deemed to be valid, by virtue of its attachment to this Agreement. The validity of the Corporate Resolution is relied upon by Bank, as a material inducement to this Agreement, as well as implementing and performing the Services. Customer agrees that such reliance is reasonable, and Bank is entitled to rely upon the Corporate Resolution.

A Corporate Resolution may include an authorization permitting any Authorized Representative to appoint one or more Delegates. Unless a Corporate Resolution authorizes the appointment of a Delegate, such appointment will not be permitted. The following powers may be granted to an individual in a Corporate Resolution:

i. ***Authorized Representative.*** An Authorized Representative is empowered to order Products, execute this Agreement, provide Operating Instructions, configure Authorized User accounts and may be empowered to authorize a Delegate to perform or provide amendments in connection with any of the foregoing, but solely as specified in the Corporate Resolution. .

ii. ***Authorized Signer.*** An Authorized Signer is empowered to transact business on the Account, subject to any applicable Operating Instructions

iii. ***Authorized User.*** An Authorized User has access to an Account via Webster Web-Link[®]. The privileges of an Authorized User (such as *enter, approve, release, inquiry only, view only, administrator, and product specific*) are provided to Bank in an Operating Instruction by an Authorized Representative or Delegate.

iv. ***Non-Signer Access.*** Authorization to review Account history and current balances, without authorization to transact business on an Account. Non-Signer Access applies only to access that does not employ Webster Web-Link[®].

d. **Agreement.** This Agreement will be controlling in the event of any conflict between it and any relevant documentation (including without limitation, user manuals and other user documentation provided in connection with

Services offered by third parties), any other document or written or oral statement, subject to any irreconcilable conflict with a Term of Service (as set forth in a. above). This Agreement supersedes all prior agreements and understandings, oral or written, between the Customer and the Bank relating to a Service.

2. Term and Termination of the Services.

2.1 Term Requirement. Agreements designated as having an "Open" term, as specified on the Signature Page do not have a Term Requirement. In the event Customer terminates this Agreement before the Term Requirement is fulfilled, Bank reserves the right to charge Customer the greater of (a) the pro rata (based on straight line amortization over the length of the Term Requirement) portion of any waived (or total amount of any deferred) implementation fees disclosed in writing by Bank, or (b) one (1) month of Fees, based on the average amount of Fees charged by Bank in the previous six (6) months. In the event of termination, for any reason, Customer is required to maintain balances sufficient to cover pending transactions and Fees for Services performed prior to the effective date of termination. Customer also agrees that notwithstanding the effectiveness of such termination, Customer shall be responsible for all debits, charges and fees, including without limitation all overdraft fees, collection fees and/or finance charges associated with items clearing its Accounts after the effective date of the termination.

2.2 Termination By Customer. Subject to the foregoing, the Customer may terminate any or all Services upon ninety (90) calendar days prior written notice to Bank.

2.3 Termination By Bank. Bank may terminate this Agreement and any or all Services effective immediately, and the Bank will give the Customer notice of such termination, for any reason, including without limitation (1) Customer breaches any of the terms and conditions in this Agreement or fails to comply with any requirement herein, (2) Customer experiences a Bankruptcy Event, which it fails to cure within ten (10) business days after notice, where such breach is able to be cured, (3) Customer's business or risk profile materially changes in Bank's determination, or (4) Customer fails to disclose any material information to Bank. Notwithstanding the foregoing, if the Bank chooses in its discretion to discontinue offering a Service or Product to the Bank's commercial depositors (for any or no reason), the Bank will give Customer reasonable advance written notice of such discontinuation (and Customer agrees that in all cases five (5) Business Days is reasonable).

2.4 Effect of Termination. If a Service the Customer is using is terminated for any reason, Customer will (1) immediately stop using any Materials relating to the terminated Service; (2) erase or delete any software the Bank has provided relating to the terminated Service to the extent it is stored in the Customer's computers; and (3) at the Bank's option, either return to the Bank or destroy all Materials relating to the terminated Service. Termination of a Service the Customer uses does not affect the Customer's payment obligations for Services the Bank provides to the Customer before the Service is terminated or any other obligations, which survive termination. Customer may continue to access the Services in connection with an expedited transition away from the Services, in the event of a Termination, provided such access does not present a financial or security risk to Bank as Bank determines in its reasonable sole discretion, which access shall continue to be governed by this Agreement during such transition period.

2.5 Obligations that Survive Termination. All obligations intended to survive the termination of this MSA shall survive, including without limitation, Sections 4.7, 4.9, and 6 through 11 below.

3. Price and Payment.

3.1 Fees. Customer agrees to pay the applicable Fees. All Fees shall be debited from the designated Account of Customer no later than the fifteenth calendar day following the close of the settlement cycle applicable to the Customer. Fees charged will be deemed valid and undisputed thirty (30) days after Customer had notice such Fee was charged. Customer may review Fees pertaining to the Services or any Product on-line, via Webster Web-Link®.

3.2 Payment for Services. The Customer must maintain and designate Account(s) with the Bank, which it will use for debiting or crediting with respect to all payments and deposits and related adjustments and charges. It is Customer's responsibility to ensure that there are sufficient funds available in the designated Account to cover the Fees.

3.3 Account Analysis. The Customer will pay the Fees for each Service in effect for the Customer. At the Customer's request, the Bank will provide the Customer a copy of the current schedule of charges for the applicable Services. All charges are subject to change upon thirty (30) days prior written notice to the Customer, except that any increase in charges to offset any increase in fees charged to the Bank or expenses incurred by the Bank in connection with performing a Service may become effective in less than thirty (30) days. The Bank will, on a monthly basis, debit the Customer's Account with the Bank for payment of charges due. In the event the Customer arranges another payment procedure acceptable to the Bank, the Bank nonetheless reserves the right to utilize the direct debit process for any reason.

3.4 Earnings Credits. Fees may be offset by a compensating balance on an Earnings Credit calculation, in Bank's sole discretion. Earnings Credits must be used in the month immediately following the month in which they were calculated, and shall not carry forward.

4. Customer Responsibilities.

4.1 Review of Statements and On-line Reports. Customer agrees that it is solely responsible for the review of its statements and transaction histories (including without limitation all On-line Reports, real-time and batch transaction information available through the Webster Web-Link[®] product) as soon as they are made available by Bank. Customer shall review such statements promptly, understanding that delay in detecting unauthorized activity decreases the likelihood such unauthorized activity can be mitigated. Bank maintains that Customer's daily review of transactions is the best way for Customer to detect unauthorized activity, and Bank expressly disclaims any liability for unauthorized transaction that could have been detected had the account been reviewed as soon the information was made available to Customer.

4.2 E-Delivery of Statements and Notices; Webster Event Notification. Most Customer statements and notices are available electronically, except statements for Customers with exceptionally high transaction volume. Standard charges for paper statements and notices may apply. Customers may opt-out of receiving paper statements, if Customer qualifies for such option. Customer must enable Webster Event Notification in order to receive notices of when its statements are ready for viewing. Bank assumes no responsibility for any loss for Customer's failure to receive notice of any event that Customer could have obtained notice through Webster's Event Notification. Bank reserves the right to send any or all of these communications by traditional paper methods, with or without notice, for any reason, including technological problems, address verification, security concerns, to comply with state or federal law, or any other reason.

4.3 Internal Controls. Customer assumes full responsibility for the acts and omissions of all of its employees, agents and representatives, including without limitation all Users. Customer agrees that it shall have in place internal controls, including without limitation dual control, designed to detect and prevent unauthorized activity occurring on the Accounts. Bank offers tools and products designed to support Customer's processes and procedures, including without limitation Webster Fraud Control Services, Webster Web-Link[®], Webster Image-Link[®], and Webster Event Notification. However, Customer is solely responsible for the validity of all requests, files, and transactions submitted to the Bank by or on behalf of Customer. Customer assumes full responsibility of failing to implement any of these products or services, and failing to follow these and other precautions reasonable for Customer's particular circumstances. In the event of such failure, Customer will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and Bank will not be required to re-credit Customer's account or otherwise have any liability for paying such items.

4.4 Dual Control. The segregation of duties, or dual controls, is an integral aspect of fraud prevention. The Services can be configured through Webster Web-Link[®] to facilitate dual control functionality. Customer shall implement a dual control procedure whereby the active involvement of two (2) people is required to complete transactions, such as the requirement that one employee prepare the transaction and another employee execute the transaction.

4.5 Security Compliance. Customer shall protect the integrity and security of all User names and passwords, as well as any and all additional Account access methods, codes, and authentication keys, and other methods of accessing or transacting on an Account, and shall be fully responsible for all Account use by a User. Customer shall verify that all MICR line encoding on preprinted forms including without limitation, all checks and deposit tickets, as well as applicable images of cancelled checks, are correct and accurately reflect the Account number. Customer shall safe keep all check stock, Source Documents, Entries, and banking records. Bank reserves the right to suspend or revoke any User's access to the Services for any reason including without limitation, a reasonable belief that such User has been compromised, is violating the law or this Agreement.

4.6 Compliance with Laws. Customer represents, warrants, and covenants that its use of the Services (a) shall not violate, and the Services shall not be used to violate any law, rule (including without limitation rules of regulatory and self-regulating bodies such as securities exchanges), Rule, regulation, governmental order, judgment, decree, or any by-laws, certificate of incorporation, articles of organization, or other organizational or governing documents of or applicable to Customer, (b) shall comply with all governmental requirements and restrictions, and no consent or approvals or further actions are a precondition of any use of the Services, (c) shall not violate or infringe the intellectual property right of a third party, including, but not limited to, infringing a copyright, trademark, or patent; violate a right of privacy, attribution or withdrawal; or constitute the misappropriation of a trade secret.

4.7 Prompt Notification. Customer shall notify the Bank promptly upon the occurrence of any event or discovery of any information that could adversely impact the Account or performance of the Services, including without limitation discovery of any discrepancies in the Account, any unauthorized Account activity, disputed charges, or changes (or termination of) in the authority of any Users.

4.8 Proper Authorization. Customer shall not permit or submit any transaction to Bank that is not a valid authorized transaction. Bank is entitled to rely on any signature that purports to be from an Authorized Signer, Authorized Representative, or Delegate, or any transaction originating from any Authorized User or Delegate. The Bank may rely on oral instructions from any person who identifies himself or herself by a name, which is included on a written list from the Customer of persons authorized to give such instructions. Except as otherwise expressly stated in this Agreement, the Bank is not required to act on any instruction from any person or to give notices to any person.

4.9 Record Retention. Customer is fully and solely responsible for maintaining all of its business records and data. Bank reserves the right to charge its standard research fee for the provision of any additional copies of records previously provided to Customer, regardless of the format in which such record may have been previously provided.

4.10 Accessing the Services. By accessing the Services, Customer reaffirms its consent to these terms and conditions as they may be amended or updated from-time-to-time. Use of the Services via the internet constitutes Customer's acceptance of the acceptable use policy and online terms and conditions for the Services as they may be amended or updated from-time-to-time.

4.11 Loss Mitigation and Recovery. In the event of an occurrence that could reasonably give rise to any liabilities for which Bank or Customer may be liable to each other or to a third party, Customer will reasonably cooperate with Bank, and Bank will reasonably cooperate with Customer, as permitted by Applicable Law, in sharing information, performing loss recovery and mitigation efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

4.12 Customer Identification Program and Customer Due Diligence. Bank is obligated to obtain, verify and record information that identifies each person or entity that opens an Account, including without limitation, Authorized Signers, Authorized Users, Authorized Representatives or Delegates, as may be deemed appropriate by Bank from time to time. Such record information shall include, as deemed appropriate by Bank, the Customer's name, address and Tax Identification number as well as the name, address, date of birth and social security number of any appropriate Authorized Signers, Authorized Users, Authorized Representatives or Delegates, and collect information concerning Customer's business and the nature of the transactions Customer intends to conduct. Bank expressly conditions all Services (initially as well as on an ongoing basis) on satisfactory results and responses in connection with its Customer Due Diligence and/or Enhanced Due Diligence, including without limitation, as appropriate, credit review, review of business model and practices, target customers, identity of funding sources, transfer destinations, Office of Foreign Asset Control (OFAC) screening results, or any other considerations appropriate or required under Applicable Law, regulatory guidance and/or industry practice, as well as receipt of appropriate documentation verifying any of the foregoing. Upon request, and at Account opening, Customer agrees to provide such information as requested by Bank, including without limitation, name, address, entity type, EIN, tax ID, structure, list of all sales locations, sales history, identity of all affiliated companies, historical banking records, and any other information reasonably requested by Bank. Customer warrants that all information is true and accurate and covenants to provide any updates or corrections to such information immediately as applicable. Failure to provide true and accurate information shall be grounds for immediate termination as well as any other penalty that may be provided under Applicable Law.

4.13 Audits. Bank shall be entitled to audit Customer's records and compliance with various requirements contained herein and in any Terms of Service, online (using inquiry only access) at Bank's location or Customer's location, at Bank's discretion. For example, in order to perform certain ACH transactions, Customer may be required to post and provide clear and conspicuous notices as well as provide a secure environment for its Source Documents. Bank may perform on-site inspection of such notices and review the security of Customer's Source Documents.

5. Records Retention by Bank.

All instructions, Entries, confirmations, procedures, and records relating to the Services are and shall remain the property of Bank and shall be treated by Customer as Confidential Information of the Bank. Bank may, in its sole discretion, make such materials available to Customer. Any information or materials made available to Customer by Bank may have a charge associated therewith, at Bank's sole discretion.

6. Additional Customer Warranties.

By submitting any request, file or transaction to Bank, Customer represents, warrants and covenants that such request, file or transaction is a valid, proper and authorized act of the Customer and Bank may rely on this representation, warranty and

covenant without further inquiry. On and as of each day the Bank provides any Service to the Customer, the Customer represents and warrants to the Bank that (a) the Customer's agreement to each provision contained in this Agreement is a duly authorized, legal, valid, binding and enforceable obligation of the Customer; (b) the debiting of any Account as provided in this Agreement is not inconsistent with any restriction on the use of that Account; (c) all approvals and authorizations required to permit the execution and delivery of this Agreement and any other necessary documentation, and the performance and consummation by the Customer of the transactions contemplated under each Service, have been obtained, including but not limited to due authorization from each applicable third party to allow the Customer to transfer funds and access information from such party's account; (d) the Customer's performance of its obligations will not violate any law, regulation, rule, judgment, decree or order applicable to the Customer; and (e) Bank will not suffer any loss or damage by acting on any instruction of Customer.

7. Confidentiality and Security of Information.

7.1 Authorized Use Only. Bank and Customer shall establish and maintain reasonable procedures and processes in place to ensure the security and confidentiality of the Confidential Information of the other. Customer agrees that Bank is not responsible for designating any information relating to the Services that it provides to the Customer as confidential, sensitive or otherwise protectable, and that all such information shall nonetheless be considered Confidential Information of the Bank. Customer will treat all technical, financial, pricing and experiential information that it receives from Bank as Confidential Information. Neither party will use or disclose the Confidential Information of the other except to the extent needed to perform their obligations hereunder. Customer agrees that it has conducted due inquiry into the procedures and practices of Bank as they relate to the safeguarding of Customer's information, and that they are reasonable and adequate. Customer agrees that it shall only use the Materials for the purposes for which the Bank provided them, and shall be fully responsible for unauthorized access, use, disclosure or alteration of any Confidential Information of the Bank (including without limitation any of the Materials) by Customer or any of Customer's agents, employees, customers, invitees or other third party to the extent such third party gained access as a result of Customer's failure to comply with the terms of this Agreement. Customer shall only provide the Materials to those employees and agents with written or otherwise legally required obligations of confidentiality who are required to receive them in connection with the Services. Customer shall only make such copies of any Materials as are necessary. Customer shall immediately notify the Bank by telephone, promptly confirmed in writing, if any Materials are lost or if their confidentiality is compromised, and shall use its best efforts to regain or mitigate the impact of such loss or unauthorized disclosure. Customer shall promptly notify Bank of any required disclosure Confidential Information, pursuant to a subpoena, court order regulatory requirement or Freedom of Information request, of such that Bank may seek relief from such requirement in advance of its disclosure by Customer. In no event shall Customer make unauthorized copies of the Materials, translate, reverse engineer, disassemble or decompile any Materials, software or security devices or sell, lease or provide any Materials on a time share basis or as a service bureau. The Customer has sole responsibility for the custody, control and use of all Materials. The Customer agrees that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security procedures. The Bank will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User documentation.

7.2. Remedy for Unauthorized Use or Disclosure. In addition to any other rights and remedies the parties may have under this Agreement or in law or equity, since unauthorized use or disclosure of Confidential Information may result in immediate and irreparable injury to a party for which monetary damages may not be adequate, in the event that Customer, or any of its officers, directors, employees, agents or subcontractors, uses or discloses or is likely to use or disclose Confidential Information of the Bank in breach of Customer's obligations under this Agreement, Bank shall be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance.

7.3 Proprietary Rights in the Materials. The Customer acknowledges the Bank's claim to proprietary rights in the Materials and that the Materials are valuable property of the Bank, its licensors, Service Providers or vendors. The Customer understands that all Materials are Confidential Information of the Bank, and the Customer will safeguard the Materials at all times.

7.4 Security of Access Means. In addition, Customer shall establish and maintain reasonable procedures to assure the security and confidentiality of any password or code used by the Customer to access the Services. Customer understands that assuring the security of the Bank's Confidential Information (including without limitation the Materials) and of User passwords and codes includes protecting such information from unauthorized access, use, disclosure and alteration; having in place physical and technical access controls, secured methods of disposing of Confidential Information, intrusion detection systems in place on its networks, as appropriate, as well as other means of monitoring and tracking access to the Confidential Information. If there is a breach of security resulting in unauthorized disclosure of the Bank's Confidential Information, Customer will immediately notify the Bank in writing of such breach, the nature of such breach, the corrective action taken to respond to the breach, and shall provide to the Bank any information relating to the breach that the Bank shall reasonably request.

8. Limitation of Obligations, Hold Harmless.

Notwithstanding anything to the contrary in this Agreement, the Customer agrees that: (i) Bank shall have only the duties and responsibilities with respect to the matters set forth herein as is expressly set forth in writing herein and shall not be deemed to be an agent, bailee or fiduciary for Customer or any of its officers, directors, agents, assigns, suppliers, customers or other third party; (ii) Bank shall be fully protected in acting or refraining from acting in good faith without investigation on any notice (including without limitation a Change in Authorized Signer Notice), instruction or request purportedly furnished to it by Customer or its agent or representative in accordance with the terms hereof, in which case the parties hereto agree that Bank has no duty to make any further inquiry whatsoever.

Customer agrees to and hereby does indemnify and hold Bank, its officers, directors, agents and employees harmless of and from any and all Claims arising out of the Service, this Agreement or arising out of the fault, misconduct or negligence of Customer, its employees or agents, except to the extent arising from or relating to the gross negligence, bad faith or wilful misconduct of Bank, or as otherwise expressly prohibited by Applicable Law.

9. Disclaimer of Liability.

It is the intent of the parties, as a bargained for allocation of risk, which allocation is a material element of the Fees established herein, that to the maximum extent possible under Applicable Law, Bank shall not be liable, to Customer or any of its officers, directors, agents, assigns, suppliers, customers or other third party hereto or any other person, for:

- i. the acts or omissions of the Customer or the Customer's officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from the Customer),
- ii. the acts or omissions of any other person or entity, including but not limited to any Service Provider, clearing house association, transaction processing network, licensor or processor, any Federal Reserve Bank, any other financial institution or any supplier, any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier service, and no such person or entity will be deemed the Bank's agent,
- iii. for any act or failure to act on its behalf if it is reasonably believed that the Bank's action would have violated any Applicable Law,
- iv. for any action or failure to act under or in connection with this Agreement except to the extent such conduct constitutes its own willful misconduct or gross negligence (and to the maximum extent permitted by Applicable Law, shall under no circumstances be liable for any incidental, indirect, special, consequential or punitive damages), or
- v. any failure or delay in performing the Bank's obligations for each Service if such failure or delay is caused by circumstances beyond the Bank's reasonable control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute or difficulties), legal constraint or governmental action or inaction, breakdown or failure of the Bank's computer, transmission or communications facilities and equipment or of third parties, breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier and any mail or courier service, or the Customer's act, omission, negligence or fault.

10. Right of Set-Off.

In addition to and not in limitation of any rights of setoff that the Bank or any affiliate or subsidiary of the Bank may have under Applicable Law or in any other agreement, document or instrument, including (without limitation) Customer's Account Agreement, the Bank shall have the right to appropriate and apply account balances (general or special, time or demand, provisional or final) and other assets of the Customer and those of guarantors, if any, in the Bank's safekeeping, custody or control, to the extent of any amount owed by the Customer or such guarantors, if any, to the Bank or any affiliate or subsidiary of the Bank.

11. Use of Trademarks and Name.

Customer shall not use any logo, trademark, servicemark, trade name, or image of Bank whether any of the foregoing are registered or unregistered; or otherwise protected or protectable under state or federal law (each a "Logo") in any manner other than as is expressly authorized in writing by an authorized representative of Bank. Bank shall not, and shall not authorize any Service Provider to use, any logo, trademark, servicemark, trade name, or image of Customer whether any of the foregoing are registered or unregistered; or otherwise protected or protectable under state or federal law (each a "Logo") in any manner other than in connection with a Product, to respond to a request of Customer (including a request for proposals or information), as necessary or appropriate to perform the Services, and otherwise as authorized by an authorized representative of Customer. Bank shall submit to Customer for prior approval, all proposed uses of Customer's Logos by the Bank, and shall not use any Customer Logo without such approval. Customer's approval shall be deemed given in the event Customer fails to approve such use within a reasonable time (but in no event more than ten (10) Business Days). With respect to all permitted use of a Logo of Bank or of Customer, both Bank and Customer acknowledge and

agree that: (i) it shall not use any Logo of the other party in a manner likely to diminish their commercial value; (ii) it shall not knowingly permit any third party to use Logos of the other party unless authorized to do so (in the case of Customer, such use shall be authorized in writing by Bank); (iii) it shall not knowingly use or permit the use of any logo, trademark, servicemark, name, or image likely to cause confusion with a Logo of the other party; (iv) any and all goodwill associated with use of any and all Logo(s) of the other party shall inure to such other party and its successors in interest and assigns; (v) the Logos are and shall remain the sole property of Bank and Customer, respectively; (vi) nothing in this Agreement shall confer any right of ownership in any Logos of the other party, and Customer and Bank, respectively, shall not make any representation to that effect, or use Logos of the other party in a manner that suggests that such rights are conferred. This Section does not limit either party's ability to satisfy any governmentally or judicially required disclosure.

12. General Provisions.

12.1 Assignment. This Agreement is binding upon the Bank's successors and assigns, and upon the Customer's successors and permitted assigns. The Customer may not assign any of the Customer's rights or duties described in this Agreement without the Bank's prior written consent. This Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against the Customer or the Bank. Nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between the Customer and the Bank. The Bank is responsible only for performing the Services expressly provided for in this Agreement. The Bank may contract with outside vendors (including Service Providers) in providing any Service and such contract shall not be considered an assignment of this Agreement by the Bank.

12.2 Severability. If any provision of this Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent under Applicable Law, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by Applicable Law. This Agreement and performance thereunder shall be governed by Applicable Law without regard to principles of conflict of law and choice of law. Both parties agree that the exclusive jurisdiction of and venue for any litigation, controversy or action arising out of this Agreement shall be an appropriate state or federal court sitting in the State of Connecticut. Nothing in this provision shall prevent Bank from submitting any dispute required or permitted under the ACH Rules concerning an Entry, to binding arbitration. Customer hereby irrevocably consents to any such arbitration raised pursuant to the Rules. **THIS CONSENT MEANS THAT CUSTOMER MAY NOT BE ENTITLED TO A TRIAL BY JURY, IN CONNECTION WITH THE FOREGOING.**

12.3 No Waiver. No delay or failure to exercise any right or remedy under this Agreement is deemed to be a waiver of such right or remedy or any other right or remedy. No waiver of a single breach or default under this Agreement is a waiver of any other breach or default. Any waiver under this Agreement must be in writing signed by the party against whom enforcement is sought. Except as specifically provided to the contrary, this Agreement may not be modified or altered except by written instrument executed by both parties.

12.4 Performance on Business Days. The Customer must fulfill its responsibilities in connection with a Service on each Business Day whether or not the Customer is open for business.

12.5 Notices. Any written notice or other written communication to be given under this Agreement will be addressed to the Customer at the address specified on the Authorization and Agreement from the Customer returned to Webster Bank, National Associated, City Place II, 185 Asylum Street, 4th Floor, Hartford, Connecticut, 06103, Fax No. (860) 692-1675, or to such other address as Customer may specify in writing addressed to the Bank as provided herein. All legal notifications to Bank must be copied to: Webster Bank, N.A., 145 Bank Street, Waterbury, CT 06702, Attn: General Counsel, provided however such notice shall not in itself be sufficient to constitute notice to the Bank. Notices are effective upon actual receipt, except as otherwise provided in this Agreement or any Materials.

12.6 Miscellaneous. All references in this Agreement to the singular shall include the plural and vice versa. Captions and headings that appear at the beginning of sections and subsections of this Agreement are for convenience and reference purposes only, and are not intended to limit or delineate the scope of any provision of this Agreement.

Definitions:

Account – shall mean an account at Bank, owned by Customer, governed by this Agreement, including without limitation any money market, investment, demand deposit, savings, fiduciary and omnibus, which shall be governed by the Account Agreement.

Account Agreement – shall mean the "Deposit Account Disclosure for Business Accounts" as well as any other additional terms and conditions associated with a specific account, which sets forth additional terms and conditions relevant to the Accounts.

ACH Rules – shall mean the rules promulgated by the National Automated Clearing House Association, NACHA, or any successor entity, as they may exist from time to time.

Agreement – shall mean this Master Services Agreement as amended or updated from-time-to-time, the Signature Page, any Supplemental Signature Page, and shall include any and all attachments, addenda and exhibits attached hereto or thereto or incorporated herein or therein by reference, which shall be considered a part of the Agreement as if set forth herein in their entirety.

Applicable Law – shall mean federal law applying to the Services or relevant Product, federal law applying to the conduct of national banks (and any applicable operating subsidiaries and affiliates) performing permissible activities, the Uniform Commercial Code as enacted in the State of Connecticut, and the general laws of the State of Connecticut (excluding, however, principles of conflict of law and choice of law), provided however such laws of or enacted in the State of Connecticut shall be deemed Applicable Law only to the extent not pre-empted by federal law. All references to “law” (whether federal and/or state, as applicable) in the preceding sentence and elsewhere in the Agreement (unless the context requires otherwise) shall include statutes, regulations, rules, common law, and any final non-appealable judgment, decree, order or decision by a court or governmental agency having proper jurisdiction, as in effect from time to time.

Authorized Representative – shall mean a natural person authorized to bind Customer to this Agreement, as evidenced by the Corporate Resolution.

Authorized Signer – shall mean a natural person designated on the Corporate Resolution as having the authority to bind Customer, by executing checks, drafts and other instruments and orders for the payment of money associated with the Account specified on the relevant Corporate Resolution.

Authorized User – shall mean a natural person assigned a user name and password associated with the Services, whether issued by Bank to Customer or by an Authorized Representative or Delegate of Customer with administrative rights.

Bank - shall mean Webster Bank, National Association and its successors and assigns.

Bankruptcy Event - shall mean any of the following: (a) The Customer terminates, liquidates or dissolves its business or disposes of a substantial portion of its assets; (b) The Customer fails generally to pay its debts as they become due; (c) The Customer, voluntarily or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding; (d) The Customer initiates any composition with its creditors; or (e) The Customer experiences a material adverse change in its financial condition or its ability to perform its obligations under the terms and conditions of this Agreement.

Business Day – shall mean any Monday through Friday on which banks in Connecticut are required or permitted to operate, and on which the Federal Reserve Bank of Boston is open for business.

Claim – shall mean any losses, claim, demand, liabilities, allegation, suit, action, damage or harm to person or property, judgments, awards (by settlement or otherwise), or inquiry, including all associated costs (including, but not limited to, attorneys' fees) and expenses. Whenever the term "attorneys' fees" is used in this Agreement (including without limitation the preceding sentence), it includes, but is not limited to, reasonable attorneys' fees, allocated costs of staff counsel, fees and expenses of litigation and any other fees and expenses reasonably incurred in enforcing any provision of this Agreement.

Confidential Information – Confidential Information of the Bank shall mean any information (i) supplied by, concerning or relating to the Services, offerings, Accounts, software, capabilities, Service Providers, and/or customers of the Bank, including without limitation the Materials, (ii) marked or designated as confidential, sensitive, secret or proprietary information of the Bank, or that could reasonably be deemed so given the content, context or circumstances surrounding its communication, including without limitation all financial information, plans, projects, projections, customer names, supplier names, charts, methods, processes, diagrams or schematics, or other technical, financial, pricing, or experiential materials or information, or (iii) otherwise contains materials that, in Bank's reasonable determination, are the subject of relevant law pertaining to privacy, confidentiality, intellectual property rights, trade secrets, or similar matters. Confidential Information of the Customer shall mean any information that is clearly and conspicuously marked or designated as confidential, sensitive, secret or proprietary information of the Customer.

Corporate Resolution – shall mean the Corporate Resolution appointing Authorized Signers and Authorized Representatives, which may be substantially in the form of the attached.

Customer – shall mean the entity executing the Signature Page.

Customer Due Diligence – shall mean verification by Bank that Customer is a valid, lawful business endeavor, is not (nor is any Authorized Signer, Authorized User, Authorized Representative or Delegate, as deemed appropriate by Bank) on any list of prohibited or restricted parties maintained by any governmental or quasi-governmental entity.

Delegate – shall mean one or more individuals identified to Bank as having authority to perform specified activities on the Account.

Earnings Credit – shall have the meaning ascribed to it in the Account Agreement.

Enhanced Due Diligence – shall mean Customer Due Diligence that shall also include verification by Bank that Customer is establishing and maintaining, in accordance with law applicable to Customer (including without limitation 31 CFR Part 103, to the extent applicable), a customer identification program sufficient to allow Customer to “identify its customers” for anti-money laundering and related purposes.

Entry – shall mean any monetary or non-monetary debit or credit origination submitted pursuant to ACH Rules.

Fees – shall mean the fees charged by Bank for the Services, as they may be in effect from time to time.

Loss – shall mean (unless the context requires otherwise) any assessment, allocation, cost, damage, debt, encumbrance, expense (including attorneys’ fees incurred), fine, fee, judgement, lien, levy, loss, liability, tariff or tax.

Master Services Agreement or MSA– shall mean this Master Services Agreement for Cash Management Services, between Bank and Customer as in effect from time to time pursuant to the terms hereof, including all applicable Terms of Service, Operating Instructions, and Corporate Resolutions.

Materials – shall mean any and all tangible and intangible information, data, documentation, and other materials, whether provided in writing, electronically, digitally, verbally or otherwise, and shall include all intellectual property rights therein, including without limitation all patent, copyright and trademark rights in any materials, including but not limited to words, marks, names, texts, logos, trademarks, service marks, copyrights, images, button icons, digital downloads, animations, moving pictureclips, photographs, illustrations, biographies, synopses, compilations, software or processes belonging to Bank, its subsidiaries or affiliates, or licensees, including but not limited to rights accruing by virtue of applicable law protecting copyright, patent, trade secret, trademark and/or service mark rights.

Non-Signer Access – shall mean authorization to receive information concerning balance and/or transaction information on an Account.

On-line Report – shall mean a periodic summary of Account activity furnished to Customer via an electronic network communication means (such as via e-mail or via an internet link to the electronic document residing on Bank’s web site).

Operating Instructions – shall mean the operating instructions provided by Customer in connection with a Service, which reflect the Customer’s preferences as to how it would like to configure the Services.

Product – shall mean a specific type of Services offering.

Rules – shall mean the ACH Rules or any other rules, procedures, charters, by-laws and guidance promulgated by a self-regulating authority, consortium or payment processing network that relates to a given transaction, including without limitation, Visa Rules, MasterCard Rules, RPPS Rules.

Service Provider – shall mean any entity other than Bank performing the Services, whether on Bank’s behalf or directly to Customer (regardless of whether the Services Provider was introduced to Customer by the Bank).

Services – shall mean the Cash Management Services specified in a Signature Page or a Supplemental Signature Page.

Settlement Cycle – shall mean the agreed upon interval (i.e. monthly, quarterly or annually) specified in the pro forma document in which Fees accrue and are debited from Customer's Account.

Signature Page – shall mean the Signature Page setting forth the Services initially ordered by Customer, attached hereto and into which this Master Services Agreement is incorporated by reference.

Source Document – shall mean authentic legally actionable documentation for the transaction of a funds transfer or monetary exchange, pursuant to ACH Rules or otherwise, including without limitation checks, drafts, ACH originations, and other items.

Statements – shall mean periodic summaries of activities and transactions on Account(s).

Supplemental Signature Page – shall mean a Signature Page executed in connection with the amendment of the Services, including without limitation, adding new Services and/or discontinuing Services.

Term Requirement – shall have the meaning ascribed to it in Section 2.1 hereof.

Terms of Service – shall mean the terms and conditions governing a specific Service offering. In the event of an irreconcilable conflict between the terms of the Master Services Agreement and the Terms of Service, the Terms of Service shall control, but only with respect to the particular Service to which the relevant Term of Service pertains.

User – shall mean any Authorized Representative, Authorized Signer, Authorized User, Delegate, or Customer employee, agent, or representative with Non-Signer Access.

CITY ATTORNEY
Mark T. Anastasi

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

Telephone (203) 576-7647
Facsimile (203) 576-8252

Comm. #51-12
Ref'd to Miscellaneous Matters Committee on 3/18/2013

(OFF THE FLOOR).

City Council
of the City of Bridgeport
45 Lyon Terrace
Bridgeport CT 06604

March 18, 2013

Re: Proposed Workman's Compensation Stipulation with Mr. James DePietro for the Total Sum of \$265,000

Dear Honorable Councilpersons:

Upon the consent of Council President Thomas McCarthy, kindly add the above-referenced matter to the City Council Agenda for tonight's meeting FOR REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE ONLY. Two separate motions will be necessary as follows:

1. **MOTION TO ADD MATTER TO AGENDA** – 2/3 Majority of those present and voting required per CT FOIA; and
2. **MOTION TO REFER MATTER TO MISC. MATTERS COMMITTEE** – Simple Majority vote of those present and voting required.

Thank you for your assistance in this matter.

Very truly yours,


Mark T. Anastasi, City Attorney

Cc: Mayor Bill Finch

Fleeta C. Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Thomas C. McCarthy, Council President
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Amy Marie Vizzo-Paniccia, Co-Chair Misc. Matters
Manuel Ayala, Co-Chair Misc. Matters
Michael Finn, Esq.
John Mitola, Esq.

RECEIVED
MARCH 19 4 18



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH Mayor Comm. # 52-12 Ref'd to Public Safety & Transportation Committee
on 3/18/2013 (OFF THE FLOOR).

TO: Fleeta Hudson, City Clerk
FROM: Bill Finch, Mayor *Bill Finch*
DATE: March 18, 2013
REF: BOARDS AND COMMISSIONS

Please place the following name on the March 18, 2013 City Council agenda for referral to the Public Safety Committee for the purpose of an appointment to the Fire Commission:

William Marshall (D)
938 East Main Street
Bridgeport, CT 06608

This replaces a vacancy by Edgar Rodriguez whose term expired January 1, 2011.

BF/sl

RECEIVED
MAY 19 10 18
OFFICE