



**ONEOK, Inc.**

Your Group Life and Accidental Death  
and Dismemberment Plan

Policy No. 971109 051

Underwritten by Unum Life Insurance Company of America

3/5/2025





**Unum Life Insurance  
Company of America**

2211 Congress Street  
Portland, ME 04122  
(877) 225-2712

[services.unum.com](http://services.unum.com)

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**Group Life with Accelerated Death Benefit and Accidental Death and Dismemberment  
Insurance Certificate of Coverage**

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**Policyholder:** ONEOK, Inc.  
**Policy Number:** 971109 051  
**Policy Effective Date:** January 1, 2025  
**Policy Anniversary:** January 1  
**Governing Jurisdiction:** Oklahoma

This Certificate of Coverage (the "certificate") is issued to you under the policy which is a contract between us and the Policyholder. If the provisions of this certificate conflict with the provisions of the policy, the provisions of the policy will govern. The policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, the laws of other states and the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

**This certificate includes an Accelerated Death Benefit. The Life Benefit will be reduced if an Accelerated Death Benefit is paid. Accelerated Death Benefits may be taxable. You should consult a tax advisor about the tax status of any Accelerated Death Benefit payment.**

**This certificate provides benefits under a non-participating policy. This certificate contains proof of loss requirements, limitations, exclusions, and other provisions that may reduce benefits or prevent an Insured from receiving benefits under this certificate. Please read your certificate carefully and keep it in a safe place.**

All references to defined terms, provision titles, and section headings have been capitalized.

**WARNING: Any person who knowingly, and with intent to injury, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

If you have any questions about provisions of this certificate, please contact your Employer, or you may contact us at (877) 225-2712 Monday through Friday 8 a.m. to 8 p.m. Eastern Standard Time.

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Life insurance provides protection against financial loss resulting from death.

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

**Eligible Group(s)**

All former employees of ONEOK hired prior to 1/1/2017, terminated after 1/1/2020 but before 12/31/2024, who were working 40 hours a week and who were active participants under the employer sponsored life insurance up to the date of disability termination, are receiving disability benefits under the employer sponsored disability plan and are enrolled in the retiree medical plan (Closed Group as of 12/31/2024)

**Paying for Coverage**

*For You*

*Basic Coverage*

Your Employer must make premium contributions for your coverage.

*Additional Coverage*

When combined with Basic Coverage, you and your Employer must make premium contributions for your coverage.

*For your Spouse*

*Additional Coverage*

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

*For your Children*

*Additional Coverage*

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

**Coverage Amounts**

The following Coverage Amounts are available to you, your Spouse, and your Children.

*Basic Coverage*

**For you**

\$100,000

*Additional Coverage*

**For you**

The Coverage Amount as approved by Unum and on file with Unum and your Employer.

**For your Spouse**

The Coverage Amount as approved by Unum and on file with Unum and your Employer.

**For your Children**

The Coverage Amount as approved by Unum and on file with Unum and your Employer.

Coverage Amounts for your Spouse and Children will not be more than 100% of your Coverage Amount.

**Life Benefit Amount**

The Life Benefit Amount is the total amount of life insurance coverage for which an Insured is covered under the policy subject to all the provisions of this certificate.

The information in this section provides details about the benefits that may be payable, any applicable Exclusions and Limitations, and Other Features included in an Insured's coverage.

Benefits will only be payable for an Insured's death that occurs on or after the Insured's Coverage Effective Date.

**Death Benefit** We will pay an Insured's Life Benefit Amount, in accordance with the provisions of this certificate, if an Insured dies.

**Accelerated Death Benefit** This benefit provides an advance payment of an Insured's Death Benefit if the Insured becomes Terminally Ill or has a Terminal Illness.

For purposes of this benefit, Terminally Ill or Terminal Illness is a medical condition:

- from which an Insured is not expected to recover; and
- which is expected to result in the Insured's death within 12 months.

Benefits received under this Accelerated Death Benefit may be taxable. You should seek assistance from a personal tax advisor prior to requesting an accelerated payment of death benefits.

*Accelerated Death Benefit Limitations*

No Accelerated Death Benefit will be paid:

- if any required premium is due and unpaid;
- if the Insured is not Terminally Ill at the time you apply for the Accelerated Death Benefit for an Insured;
- without the Written consent of the assignee if you have assigned your rights under this certificate;
- without the Written consent of the beneficiary if you have named an irrevocable beneficiary;
- if a government agency requires you to use this benefit to apply for, obtain, or otherwise keep a government benefit or entitlement;
- if you are required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise.

*Accelerated Death Benefit Amount*

The amount you may receive is up to 50% of the Insured's Life Benefit Amount.

The maximum amount is the lesser of:

- the maximum benefit available under this certificate; or
- \$750,000.

If an Insured's life insurance coverage is scheduled to reduce within 12 months of the date application for this benefit is received by us, the amount of life insurance coverage that can be accelerated will be limited to the amount that would be available after such reduction takes place.

*Payment of an Accelerated Death Benefit*

The Accelerated Death Benefit will be payable one time in a lump sum to you, after we receive proof of an Insured's Terminal Illness and benefit eligibility.

If you have assigned your rights under this certificate to an assignee or made an irrevocable beneficiary designation before benefits are payable, we must receive Written consent on a form acceptable to us that the assignee or irrevocable beneficiary has agreed to the accelerated benefit payment on your behalf.

If an Insured dies before we issue an Accelerated Death Benefit payment, no Accelerated Death Benefit will be paid. Instead, we will pay the Death Benefit in accordance with the provisions of this certificate.

*Effect of the Accelerated Death Benefit payment on other benefit provisions*

An Insured's Death Benefit will be reduced by any amount paid under the Accelerated

Death Benefit provision. Payment of an Accelerated Death Benefit for one Insured will not reduce any other Insured's life insurance coverage and will not reduce accidental death and dismemberment insurance coverage.

Any Life Benefit Amount that would be continued under a disability continuation provision or that may be available under Conversion will be reduced by the amount of the Accelerated Death Benefit paid. The remaining Life Benefit Amount will be paid in accordance with the provisions of this certificate.

Upon request to accelerate an Insured's Death Benefit and upon the payment of the Accelerated Death Benefit, we will provide a statement to the Insured and any assignee of record or irrevocable beneficiary of record demonstrating the effect of the acceleration on the Insured's Death Benefit.

Upon payment of the Accelerated Death Benefit, the certificate will remain in force, unless coverage terminates. Premium payments must continue to be paid on the full amount of an Insured's life insurance coverage in force prior to the payment of the Insured's Accelerated Death Benefit unless the Insured is approved to have life premium waived in accordance with the Waiver of Premium section of this certificate.

### *Applying for an Accelerated Death Benefit*

This replaces the Filing a Claim provision in the Claim Provisions section of this certificate.

If there are any questions on how to file a claim, please contact us or your Employer.

### *Starting a Claim*

Notice of a claim may be provided in Writing, online at: [services.unum.com](https://services.unum.com), or by contacting us directly at 1-800-635-5597.

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

Mailing Address: The Benefits Center  
P.O. Box 100158  
Columbia, South Carolina 29202-3158

Fax: (800) 447-2498

### *Proof of Loss*

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

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

Proof of Loss provided at your or your authorized representative's expense, must include, but not be limited to the following:

- satisfactory Written proof from the Insured's Physician certifying that the Insured is Terminally Ill; and
- the appropriate documentation of your financial records, including but not limited to, Earnings and income tax returns.

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

## Conversion

Conversion rights provide an Insured the option to convert group life insurance coverage to any type of individual level premium whole life plan(s) in use by Unum or another insurance company which has agreed to issue conversion policies according to this conversion right. Please refer to the provisions below for additional details.

### *Right to Convert*

You may convert all or part of an Insured's life insurance coverage to an individual level premium whole life policy without submitting Evidence of Insurability when an Insured's life insurance coverage reduces or ends due to a Qualifying Event.

For purposes of this provision, Qualifying Event means:

- you cease to be in an Eligible Group;
- your coverage ends;
- the Employer's group policy is cancelled;
- the policy is changed to end life insurance for the Eligible Group to which you belong;
- or
- your life insurance coverage is reduced due to a change made by the Employer to the policy; or
- your Spouse or Children's life insurance coverage is reduced due to a change made by the Employer to the policy.

Your Spouse may convert their life insurance coverage if it ends because your Spouse no longer meets the definition of a Spouse.

Your Children may convert their life insurance coverage if it ends because your Children no longer meet the definition of Children.

Life insurance coverage for any Insured cannot be converted if coverage was terminated due to non-payment of premium.

### *Applying for Conversion*

You must apply to convert coverage within the Conversion Application Period. The first premium payment for converted coverage is due at the time you submit the conversion application.

For purposes of this provision, Conversion Application Period means the 31 day period after the date of any Qualifying Event.

Applications for conversion, which include cost information, are available from the Employer, from us, or online at [services.unum.com](https://services.unum.com).

### *Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise an Insured's Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

### *Life Insurance Coverage that can be Converted*

Except as limited under Limits on Right to Convert, the maximum amounts that you can convert may not exceed the Insured's life insurance coverage lost under this certificate less the amount of any life insurance coverage that the Insured is or becomes eligible for under the same or any other group policy during the Conversion Application Period.

You may convert a lower amount of life insurance coverage for an Insured.

Conversion is not available for any amount of life insurance for which an Insured was not



eligible for or covered for under this certificate.

Coverage available for Conversion does not include the following services and benefits included in or with your certificate:

- Accelerated Death Benefits; or
- Accidental Death and Dismemberment Benefits.

***Limits on Right to Convert***

If your Insurance ends because of cancellation or changes to the policy, the following will apply:

You may convert a limited amount of life insurance coverage for an Insured, if the Insured has been covered under the Employer's group policy with us for at least five (5) years.

The maximum amount you have the right to convert is the lesser of:

- \$10,000; and
- the Insured's life insurance coverage under this certificate less any amounts that become available under any other group life policy offered by the Employer within 31 days after the date the policy is cancelled.

***Death During the Conversion Application Period***

If an Insured dies during the Conversion Application Period, we will pay a benefit equal to the maximum amount the Insured was entitled to convert under the terms of this certificate.

If application and Premium payment has been made for an individual life conversion policy, any Premiums paid for the individual life conversion policy will be refunded. In no event will we be liable to pay a death benefit under both the group policy and the individual life conversion policy.

***Premiums for Converted Insurance***

Premiums for the converted life insurance coverage will be based on:

- the Insured's then attained age on the effective date of the individual life policy;
- the type and amount of insurance to be converted;
- our customary rates in use at that time; and
- the class of risk to which the Insured belongs.

If premium payment has been made, the individual life policy will be effective at the end of the Conversion Application Period.

## Accidental Death and Dismemberment Highlights

Accidental death and dismemberment (AD&D) insurance provides financial protection by paying a benefit in the event of a Covered Loss.

This section includes highlights of an Insured's coverage. Please refer to the Accidental Death and Dismemberment Details for further information on the benefits available.

### Eligible Group(s)

All former employees of ONEOK hired prior to 1/1/2017, terminated after 1/1/2020 but before 12/31/2024, who were working 40 hours a week and who were active participants under the employer sponsored life insurance up to the date of disability termination, are receiving disability benefits under the employer sponsored disability plan and are enrolled in the retiree medical plan (Closed Group as of 12/31/2024)

### Paying for Coverage

#### *For you*

##### *Basic Coverage*

Your Employer must make premium contributions for your coverage.

##### *Additional Coverage*

You must make premium contributions for your coverage.

#### *For your Spouse*

##### *Additional Coverage*

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

#### *For your Children*

##### *Additional Coverage*

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

### Coverage Amounts

The following Coverage Amounts are available to you, your Spouse, and your Children.

#### *Basic Coverage*

##### **For you**

\$100,000

#### *Additional Coverage*

##### **For you**

The Coverage Amount as approved by Unum and on file with Unum and your Employer

##### **For your Spouse**

The Coverage Amount as approved by Unum and on file with Unum and your Employer.

##### **For your Children**

The Coverage Amount as approved by Unum and on file with Unum and your Employer.

Coverage Amounts for your Spouse and Children will not be more than 100% of your Coverage Amount.

### Accidental Death and Dismemberment (AD&D) Benefit Amount

The AD&D Benefit Amount is the total amount of accidental death and dismemberment insurance coverage for which an Insured is covered under the policy subject to all the provisions of this certificate.

**Accidental Death and Dismemberment Highlights**  
**Accidental Death and Dismemberment Schedule of Benefits**

The benefits an Insured may receive for a Payable Claim are listed in the Schedule of Benefits. Please refer to the Accidental Death and Dismemberment Details for additional information.

<b><u>Covered Loss</u></b>	<b><u>Percentage of an Insured's AD&amp;D Benefit Amount</u></b>
Accidental Death Benefit	100%
<i>Accidental Dismemberment and Loss of Use Benefit</i>	
Both Hands	100%
Both Feet	100%
Sight in Both Eyes	100%
One Hand and One Foot	100%
One Foot and Sight in One Eye	100%
One Hand and Sight in One Eye	100%
Speech and Hearing	100%
One Hand or One Foot	50%
Sight in One Eye	50%
Speech or Hearing	50%
Thumb and Index Finger of the same Hand	25%
All Toes on One Foot	25%
Big Toe on One Foot	10%
Brain Damage Benefit	100%
<i>Burn Benefit</i>	
<i>3rd Degree Burns</i>	
Less than 5% of skin surface	10%
At least 5%, but less than 20% of skin surface	50%
20% or greater of skin surface	25%
Coma Benefit	1%
<i>Paralysis Benefit</i>	
Uniplegia	25%
Hemiplegia	50%
Paraplegia	75%
Triplegia	75%
Quadriplegia	100%

**Additional Benefits under Accidental Death and Dismemberment**

Child Care Benefit
Education Benefit
Exposure and Disappearance Benefit
Family Care Benefit
Felonious Assault Benefit
Funeral Expense Benefit
Helmet Benefit
Home Alterations and Vehicle Modification Benefit
Medical Evacuation Expense Benefit
Rehabilitation Physical Therapy Benefit
Repatriation Benefit
Seatbelt(s) and Airbag Benefit
Spouse Education Benefit
Therapeutic Counseling Benefit

## **Accidental Death and Dismemberment Details**

The information in this section provides details about the benefits that may be payable, and any applicable Exclusions and Limitations included in an Insured's coverage.

Benefits will only be payable for an Insured's Covered Loss resulting from Injuries sustained in an Accident that occurs on or after the Insured's Coverage Effective Date.

## **Accidental Death and Dismemberment Benefits**

The most we will pay for any combination of Covered Losses from any one Accident is 100% of an Insured's AD&D Benefit Amount.

### **Accidental Death Benefit**     *Benefit Description*

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

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

### *Benefit Duration*

This benefit is payable once per Insured.

### **Accidental Dismemberment and Loss of Use Benefit**

### *Benefit Description*

We will pay the corresponding amount shown in the Schedule of Benefits if, due to Injuries sustained in an Accident, an Insured suffers an Accidental Dismemberment and Loss of Use.

The Accidental Dismemberment and Loss of Use must occur within 365 days from the date of the Accident.

For purposes of this benefit, the following meet the Benefit Description of Accidental Dismemberment and Loss of Use:

- for the dismemberment of a foot, all of the foot is cut off at or above the ankle joint;
- for the dismemberment of a hand, all four fingers are cut off at or above the knuckles joining each to the hand;
- for the dismemberment of a thumb and index finger, all of the thumb and index finger are cut off at or above the joint closest to the wrist;
- for the dismemberment of all toes on one foot or the big toe on one foot, the toes are cut off at or above the point at which they are attached to the foot;
- for the loss of hearing, the ability to hear is a total and irrecoverable loss in both ears;
- for the loss of sight in one eye, the eye must be totally blind, and no sight can be restored in that eye;
- for the loss of sight in both eyes:
  - the sight in the better eye is reduced to a best corrected visual acuity of 20/200 or less (Snellen or E-Chart Acuity); or
  - the sight in the better eye has a visual field that is less than 20°; and
  - the Insured was not previously legally blind;
- for the loss of speech, the ability to speak is a total and irrecoverable loss.

If an Insured sustains multiple Accidental Dismemberments and Losses of Use in a single Accident, we will pay for each Accidental Dismemberment and Loss of Use but will pay no more than 100% of the Insured's AD&D Benefit Amount.

### *Benefit Duration*

This benefit is payable once per Insured per Accident.

### **Brain Damage Benefit**

### *Benefit Description*

We will pay the corresponding amount shown in the Schedule of Benefits if, due to Injuries sustained in an Accident, an Insured suffers Brain Damage.

For purposes of this benefit, Brain Damage means a traumatic brain Injury which causes the complete inability to perform all of the Activities of Daily Living.

## Accidental Death and Dismemberment Details

Brain Damage must:

- occur within 30 days from the date of the Injury;
- require hospitalization of at least 5 days; and
- continue for at least 12 consecutive months.

At the end of the 12 consecutive months, a Physician must certify that the Brain Damage is permanent and irreversible. Certification must be deemed satisfactory to us.

### *Benefit Duration*

This benefit is payable once per Insured per Accident.

## **Burn Benefit**

### *Benefit Description*

We will pay the corresponding amount shown in the Schedule of Benefits if, due to Injuries sustained in an Accident, an Insured suffers a 3rd degree Burn.

For purposes of this benefit, Burns are damage to the skin or deeper tissues caused by sun, hot liquids, fire, electricity, or chemicals. Burns are characterized by severe disfiguring skin damage that causes the affected skin cells to die.

A Physician must diagnose the Burn within 90 days of the Accident.

If an Insured sustains more than one type of Burn in a single Accident, we will pay for the Burn with the highest AD&D Benefit Amount.

### *Benefit Duration*

This benefit is payable once per Insured per Accident.

## **Coma Benefit**

### *Benefit Description*

We will pay the corresponding amount shown in the Schedule of Benefits if, due to Injuries sustained in an Accident, an Insured is in a Coma for a period of 31 or more consecutive days.

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

The Coma must begin within 31 days of the Accident.

No benefits are payable for the first 31 days that the Insured is in a Coma.

For purposes of this benefit, Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused. A medically induced Coma does not meet the Benefit Description of a Coma.

### *Benefit Duration*

This benefit is payable for up to 100 months per Accident.

## **Paralysis Benefit**

### *Benefit Description*

We will pay the corresponding amount shown in the Schedule of Benefits if, due to Injuries sustained in an Accident, an Insured suffers Paralysis of one or more limbs.

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

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

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

If a Paralysis Benefit has been paid and within 365 days of the same Accident the

## **Accidental Death and Dismemberment Details**

Insured sustains further Paralysis due to the same Accident, we will pay the difference in Paralysis Benefits as shown in the Accidental Death and Dismemberment Schedule of Benefits.

### ***Benefit Duration***

This benefit is payable once per Insured per Accident.

## **Additional Benefits under Accidental Death and Dismemberment**

### **Child Care Benefit**

#### ***Benefit Description***

This benefit may be payable on behalf of each Child if, due to Injuries sustained in an Accident, you or your Spouse dies. The following conditions also apply:

Your Child must be under the age of 14 and enrolled in a licensed day care facility, school facility or other similar program within 90 continuous days before or after the date of the Accident causing your or your Spouse's death.

We must receive proof that your Child is enrolled in a licensed day care facility, school facility or another similar program, and the expense has been incurred.

Your or your Spouse's death must occur within 365 days from the date of the Accident.

Benefits are payable to you, your Spouse, your or your Spouse's authorized representative, or whomever is paying the incurred cost of the childcare expenses.

We will pay an amount equal to 5% of your or your Spouse's AD&D Benefit Amount to a maximum of \$10,000 per year, per Child, not to exceed the actual expenses incurred for childcare.

The Child Care Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Child Care Benefit to be paid, your or your Spouse's Accidental Death Benefit must be paid first.

#### ***Benefit Duration***

This benefit will end for each Child on the earliest of the following:

- the date required proof is not provided to us;
- the date your or your Spouse's Child no longer qualifies as a Child for any reason except your or your Spouse's death;
- the end of year 4; or
- a maximum of \$12,000.

### **Education Benefit**

#### ***Benefit Description***

This benefit may be payable on behalf of each Child if, due to Injuries sustained in an Accident, you or your Spouse dies. The following conditions also apply:

Your Child must be:

- enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level; or
- at the 12th grade level and enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level within 365 days following the date of your or your Spouse's death.

We must receive proof, at your or your authorized representative's expense, which includes, but is not limited to the following:

- the date of enrollment for your Child in an accredited post-secondary institution of higher learning;
- the name of the institution; and
- the list of courses and the number of credit hours for the current academic year.

Your or your Spouse's death must occur within 365 days from the date of the Accident.

## Accidental Death and Dismemberment Details

Benefits are payable to your Child or your Child's legal representative.

This benefit provides a lump sum payment of 10% of your or your Spouse's AD&D Benefit Amount, to a maximum of \$10,000 per academic year.

The Education Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Education Benefit to be paid, your or your Spouse's Accidental Death Benefit must be paid first.

### *Benefit Duration*

The Education Benefit for each Child has:

- a total lifetime maximum of \$100,000;
- a maximum amount of benefit payments of 4 per lifetime; and
- a maximum benefit period of no more than 6 years from the date the first benefit payment has been made.

The Education Benefit will end for each Child on the earliest of the following dates:

- the date your Child fails to furnish proof as required by us;
- the date your Child no longer qualifies as a Child for any reason except your death; or
- the end of the maximum benefit period.

### **Exposure and Disappearance Benefit**

#### *Benefit Description*

##### *Exposure*

If an Insured is unavoidably exposed to the elements as the result of an Accident and suffers a Covered Loss, benefits will be payable in accordance with the Accidental Death and Dismemberment Schedule of Benefits.

The Covered Loss must occur within 365 days from the date of the Accident.

##### *Disappearance*

If an Insured's body cannot be located within 365 days after the Insured's disappearance, due to a forced landing, stranding, or wrecking of any Common Carrier in which the Insured was riding at the time of the Accident, the Insured will be presumed to have died in the Accident. Benefits will be payable for Accidental Death in accordance with the Accidental Death and Dismemberment Schedule of Benefits.

The most we will pay for any combination of Covered Losses from any one Accident is 100% of an Insured's AD&D Benefit Amount.

### *Benefit Duration*

This benefit is payable once per Insured per Accident.

### **Family Care Benefit**

#### *Benefit Description*

This benefit may be payable if, due to Injuries sustained in an Accident, you or your Spouse dies and at the time of death, a Relative is dependent on you or your Spouse for Family Care. Expenses must be incurred within 90 days after your or your Spouse's death for your Relative's Family Care.

Your or your Spouse's death must occur within 365 days from the date of the Accident.

For purposes of this benefit:

Family Care means you or your Spouse is paying partial or full assisted living, non-residential group program, nursing home, home health care or adult day care expenses for you or your Spouse's Relative.

Relative means your Spouse, your or your Spouse's Children, sibling, parent, or grandparent who is dependent on you or your Spouse for Family Care.

We must receive proof of expenses incurred for the Relative's assisted living, non-residential group program, nursing home, home health care or adult day care expenses.

## Accidental Death and Dismemberment Details

Benefits are payable to whomever is incurring the actual cost of the Family Care expenses.

This benefit will pay a lump sum amount equal to the lesser of:

- \$10,000; or
- 10% of your or your Spouse's AD&D Benefit Amount.

The Family Care Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Family Care Benefit to be paid for you, your Accidental Death Benefit must be paid first. For the Family Care Benefit to be paid for your Spouse, your Spouse's Accidental Death Benefit must be paid first.

### *Benefit Duration*

This benefit is payable once for you and once for your Spouse.

### **Felonious Assault Benefit**

#### *Benefit Description*

This benefit may be payable if you sustain an Injury which is caused directly by a Felonious Act of Violence resulting in a Covered Loss. The following conditions also apply:

The Felonious Act of Violence must occur while you are working for your Employer, at your Employer's usual place of business, at an alternative worksite at the direction of the Employer, including your home, or a location to which your job requires you to travel.

For purposes of this benefit, a Felonious Act of Violence means an act that is considered a felony where the act occurred. Felonious Acts of Violence include, but are not limited to: robbery, theft, hijacking, assault and battery, sniping, murder or civil disturbance. The benefit is not payable if the loss occurred while you were committing a felonious act.

This benefit will pay an amount equal to 10% of your AD&D Benefit Amount to a maximum of \$10,000.

The Felonious Assault Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Felonious Assault Benefit to be paid, an Accidental Death and Dismemberment Benefit for you must be paid first.

### *Benefit Duration*

This benefit is payable once per Felonious Act of Violence.

### **Funeral Expense Benefit**

#### *Benefit Description*

This benefit may be payable to help cover Funeral Expenses if, due to Injuries sustained in an Accident, an Insured dies.

The Insured's death must occur within 365 days from the date of the Accident.

For purposes of this benefit, Funeral Expenses are services and materials provided by an undertaker, crematorium, or funeral home relative to the burial of the deceased and the costs incurred for the purchase of a cemetery plot, tomb, or mausoleum for the burial or interment of the deceased, including plaque, tombstone, or monument.

We must receive proof of the Funeral Expenses incurred.

Benefits are payable to the beneficiary, however if the beneficiary did not incur the expenses, benefits will be payable to whomever paid the actual cost for the Funeral Expenses.

From all Unum group life and accidental death and dismemberment insurance policies combined, we will pay an amount equal to 5% of the Insured's AD&D Benefit Amount to a maximum of \$10,000, not to exceed the actual amount paid for the Funeral Expenses.



## Accidental Death and Dismemberment Details

The Funeral Expense Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Funeral Expense Benefit to be paid, an Insured's Accidental Death Benefit must be paid first.

### *Benefit Duration*

This benefit is payable once per Insured.

### **Helmet Benefit**

#### *Benefit Description*

This benefit may be payable if an Insured dies due to Injuries sustained in a Motorcycle Accident and all the following are met:

- the Insured was operating or riding as a passenger on a Motorcycle when the Accident occurred;
- the Insured was wearing a Helmet that was properly fastened at the time of the Accident;
- if the Insured was operating the Motorcycle, the Insured must have held a valid driver's license appropriate for the Motorcycle; and
- the use of a Helmet is certified in the official report of the Accident, or by the investigating officer. A copy of the police Accident report must be submitted with the claim.

The Insured's death must occur within 365 days from the date of the Accident.

For purposes of this benefit:

Helmet means protective headgear that meets or exceeds the standard established by the SNELL Memorial Foundation Standard M-95 or M2000, the American National Standards Institute specification Z 09.1, or the United States Department of Transportation's Federal Motor Vehicle Safety Standard No.218.

Motorcycle means a motorized vehicle registered for use on public roads.

If certification is not available, and it is clear that the Insured was properly wearing a Helmet, then we will pay an amount equal to 10% of the Insured's AD&D Benefit Amount to a maximum of \$25,000. However, if such certification is not available, and it is unclear whether the Insured was properly wearing a Helmet, then we will pay a fixed benefit of \$1,000.

The Helmet Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Helmet Benefit to be paid, the Insured's Accidental Death Benefit must be paid first.

### *Benefit Duration*

This benefit is payable once per Insured.

### **Home Alterations and Vehicle Modifications Benefit**

#### *Benefit Description*

This benefit may be payable if an Insured sustains an Injury due to an Accident resulting in a Covered Loss. We will reimburse the Insured, upon proof of payment, for the cost of:

- alterations that were made to a home to make it accessible and livable for the Insured; and
- modifications that were made to a Vehicle to make it accessible or easier to drive for the Insured.

This benefit will not be paid unless:

- home alterations are recommended by a Physician and made by a person or persons experienced in these types of alterations; or
- modifications to a Vehicle are recommended by a Physician, are made by a person or persons with experience in these types of modifications, and modifications are approved by the federal or state vehicle licensing authorities.

Expenses must be incurred within 90 days from the date of the Covered Loss.

## Accidental Death and Dismemberment Details

For purposes of this benefit, Vehicle means a validly registered four-wheel automobile that is used only as the Insured's personal vehicle.

From all Unum group life and accidental death and dismemberment insurance policies combined we will pay an amount equal to the lesser of:

- the expenses incurred for the home alterations or vehicle modifications or a combination of both; or
- \$25,000.

The Home Alterations and Vehicle Modifications Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Home Alterations and Vehicle Modifications Benefit to be paid, an Accidental Death and Dismemberment Benefit for the Insured must be paid first.

### *Benefit Duration*

This benefit is payable once per Insured per Accident.

### **Medical Evacuation Expense Benefit**

### *Benefit Description*

This benefit may be payable to cover Transportation expenses incurred, if an Insured suffers an Injury due to an Accident that results in a Covered Loss. The Covered Loss must occur outside a 100 mile radius of the Insured's current primary residence and warrant Medical Evacuation.

For purposes of this benefit:

Medical Evacuation is:

- the emergency Transportation of an Insured from the place the Injury occurred to the nearest Hospital or medical facility where appropriate medical treatment can be obtained;
- an Insured's Transportation to the Insured's current place of primary residence to obtain further medical treatment in a Hospital or other medical facility; or to recover after suffering an Injury and being treated at a local Hospital or other medical facility; or
- both scenarios listed above.

Medical Evacuation also includes medical treatment, services, and supplies necessarily received in connection with such Transportation.

Transportation is moving an Insured during a Medical Evacuation by land, water, or air. Transport may include, but is not limited to, air ambulances, land ambulances, and water ambulances.

We must receive proof of the Medical Evacuation expenses incurred.

From all Unum group life and accidental death and dismemberment insurance policies combined, we will pay an amount equal to the lesser of:

- the expenses incurred for the Medical Evacuation; or
- \$5,000.

The Medical Evacuation Expense Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Medical Evacuation Expense Benefit to be paid, an Accidental Death and Dismemberment Benefit for an Insured must be paid first.

### *Benefit Duration*

This benefit is payable once per Insured per Accident.

### **Rehabilitation Physical Therapy Benefit**

### *Benefit Description*

This benefit may be payable if an Insured is prescribed rehabilitative Physical Therapy by a Physician for Injuries sustained in an Accident that results in an Accidental Dismemberment and Loss of Use.

## Accidental Death and Dismemberment Details

For purposes of this benefit, Physical Therapy means treatment including, but not limited to, physical means, hydrotherapy, heat or similar modalities, physical agents, bio-mechanical, and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function, and to prevent disability following the Injury.

This benefit will pay an amount equal to 10% of the Insured's AD&D Benefit Amount to a maximum of \$20,000.

The Rehabilitation Physical Therapy Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Rehabilitation Physical Therapy Benefit to be paid, an Accidental Dismemberment and Loss of Use Benefit for the Insured must be paid first.

### *Benefit Duration*

This benefit is payable once per Insured per Accident.

## **Repatriation Benefit**

### *Benefit Description*

This benefit may be payable for the preparation and transportation of the Insured's body to a chosen mortuary, when an Insured's death occurs more than 100 miles away from the Insured's principle place of residence due to an Injury sustained in an Accident.

Benefits are payable to the beneficiary or whomever paid the actual cost incurred.

From all Unum group life and accidental death and dismemberment insurance policies combined we will pay a lump sum payment up to a maximum of \$10,000 not to exceed the actual expenses incurred for the preparation and transportation of the Insured's body to a mortuary.

The Repatriation Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Repatriation Benefit to be paid, the Insured's Accidental Death Benefit must be paid first.

### *Benefit Duration*

This benefit is payable once per Insured.

## **Seatbelt(s) Benefit**

### *Benefit Description*

This benefit may be payable if, due to Injuries sustained in an Accident, an Insured dies while driving or riding in a Private Passenger Car, provided:

- the Private Passenger Car is equipped with seatbelt(s);
- the seatbelt(s) were in actual use and properly fastened at the time of the Accident; and
- the position of the seatbelt(s) are certified in the official report of the Accident, or by the investigating officer. A copy of the police Accident report must be submitted with the claim.

If certification is not available, and it is clear that an Insured was properly wearing seatbelt(s), then we will pay an amount equal to 10% of the Insured's AD&D Benefit Amount to a maximum of \$25,000. However, if such certification is not available, and it is unclear whether an Insured was properly wearing seatbelt(s), then we will pay a fixed benefit of \$1,000.

We will only pay the Seatbelt Benefit for the death of a minor Child if the Child is correctly strapped and fastened in the appropriate seat for the Child's age and weight as defined by state or federal guidelines. The seatbelt device must also be approved by the state or federal government for the Child's age and weight.

An automatic harness seatbelt will not be considered properly fastened unless a lap belt is also used.

No benefit will be paid if the Insured is the driver of the Private Passenger Car and does

## Accidental Death and Dismemberment Details

not hold a current and valid driver's license.

The Seatbelt(s) Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Seatbelt(s) Benefit to be paid, the Insured's Accidental Death Benefit must be paid first.

### *Benefit Duration*

This benefit is payable once per Insured.

## **Air Bag Benefit**

### *Benefit Description*

This benefit may be payable in addition to the Seatbelt Benefit if, due to Injuries sustained in an Accident, an Insured dies while driving or riding in a Private Passenger Car, provided:

- the Private Passenger Car is equipped with an airbag for the seat in which the Insured is seated; and
- the seatbelt(s) must be in actual use and properly fastened at the time of the Accident.

This benefit will pay an amount equal to 5% of the Insured's AD&D Benefit Amount to a maximum of \$5,000. However, if we can verify that the airbag(s) had been disengaged prior to the Accident, no benefit will be payable.

The Air Bag Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Air Bag Benefit to be paid, the Insured's Seatbelt(s) Benefit and Accidental Death Benefit must be paid first.

### *Benefit Duration*

This benefit is payable once per Insured.

## **Spouse Education Benefit**

### *Benefit Description*

This benefit may be payable on behalf of your Spouse if, due to Injuries sustained in an Accident, you die. The following conditions also apply:

Your Spouse must be enrolled and incur costs for a post-secondary, professional or trade school program within 365 days of your death.

Benefits are payable to your Spouse for actual costs incurred for their enrollment.

From all Unum group life and accidental death and dismemberment insurance policies combined, we will pay an amount equal to 10% of your AD&D Benefit Amount to a maximum of \$20,000, not to exceed the actual amount paid for actual costs incurred for enrollment.

The Spouse Education Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Spouse Education Benefit to be paid, your Accidental Death Benefit must be paid first.

### *Benefit Duration*

This benefit is payable once.

## **Therapeutic Counseling Benefit**

### *Benefit Description*

This benefit may be payable if, due to Injuries sustained in an Accident, an Insured suffers a Covered Loss and Therapeutic Counseling is prescribed to treat an emotional or psychological condition related to the Insured's Covered Loss.

The Therapeutic Counseling services must:

- begin within 90 days after the date of the Covered Loss; and
- be incurred no later than one year after the date of the Covered Loss.

For purposes of this benefit, Therapeutic Counseling means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide

## **Accidental Death and Dismemberment Details**

psychological treatment or counseling.

We must receive proof of expenses incurred for the Therapeutic Counseling.

This benefit is payable to the Insured who suffers the Covered Loss.

From all Unum group life and accidental death and dismemberment insurance policies combined we will pay an amount equal to the lesser of:

- the expenses incurred for the Therapeutic Counseling; or
- \$3,000.

The Therapeutic Counseling Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable. For the Therapeutic Counseling Benefit to be paid, an Accidental Death and Dismemberment Benefit for the Insured must be paid first.

### ***Benefit Duration***

This benefit is payable once per Insured per Accident.

## **Accidental Death and Dismemberment Details | Exclusions and Limitations**

This certificate is subject to all Exclusions in this section, unless stated otherwise in a specific provision.

### **Exclusions**

We will not pay benefits for any Covered Loss that is caused by, contributed to by, or occurs as a result of any of the following:

- an Occupational Injury. However, we will cover accidental losses due to Occupational Injuries for partners or sole proprietors who cannot be covered by a workers' compensation law;
- committing or attempting to commit a felony;
- being engaged in an illegal occupation;
- being engaged in an illegal activity;
- injuring oneself intentionally or attempting or committing suicide, whether sane or not;
- active participation in a riot, insurrection, or terrorist activity. This does not include Injury as an innocent bystander, or Injury for self-defense;
- being Intoxicated;
- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, poison, fume, or other chemical or controlled substance unless taken as directed by the manufacturer, or as prescribed or directed by the Insured's Physician;
- a Covered Loss that occurs while an Insured is incarcerated in a penal or correctional institution or under house arrest or confinement;
- Mental or Nervous Disorders;
- disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
- bacterial infection. This exclusion does not apply to an Insured when the bacterial infection is due directly to an accidental cut or wound;
- experimental medical procedures or investigational medical procedures;
- war or any act of war, (whether declared or undeclared) while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer.

**Coverage  
Eligibility  
Date**

The date on which you, your Spouse, and your Children become eligible for coverage.

*For you*

If you are in an Eligible Group, you are eligible for coverage on the Policy Effective Date.

*For your Spouse*

If you elect coverage for yourself or are insured under this certificate, your Spouse is eligible for coverage on the date you are eligible for coverage.

*For your Children*

If you elect coverage for yourself or are insured under this certificate, your Children are eligible for coverage on the date you are eligible for coverage.

**Coverage  
Effective Date****Initial Enrollment***Basic Coverage*

Coverage for you will begin on your Coverage Eligibility Date.

*Additional Coverage*

Coverage for an Insured will begin on an Insured's Coverage Eligibility Date.

**Coverage  
Effective Date for  
Plan Changes  
Requested by  
the Employer**

Increases in coverage due to a plan change requested by your Employer will begin on the date of the plan change.

Decreases in coverage due to a plan change requested by your Employer will take effect immediately but will not affect a Payable Claim that occurs prior to the decrease.

**End of Coverage** *For you*

Your coverage under this certificate ends on the earliest of:

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

However, as long as premium is paid as required, coverage will continue while benefits are being paid.

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

*For your Spouse*

Your Spouse's coverage will end on the earliest of:

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

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

*For your Children*

Your Children's coverage will end on the earliest of:

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

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



**Filing a Claim**

Provide notice of a claim for benefits under this certificate as soon as possible. If there are any questions on how to file a claim, please contact us or your Employer.

***Step 1 - Starting a Claim***

Notice of a claim may be provided in Writing, online at: [services.unum.com](https://services.unum.com), or by contacting us directly at 1-800-635-5597. Notice of a claim should be provided within 30 days from the date of the death or Covered Loss. If notice of a claim is not provided within this time period, it will not affect a Payable Claim as long as notice is provided as soon as reasonably possible.

***Step 2 - Claim Forms***

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

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

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

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

Mailing Address:      The Benefits Center  
P.O. Box 100158  
Columbia, South Carolina 29202-3158

Fax:                      (800) 447-2498

***Step 3 - Proof of Loss***

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

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

Proof of Loss, provided at your or your authorized representative's expense, must include, but not be limited to the following:

- a certified copy of the death certificate or other lawful evidence providing equivalent information;
- the date of Covered Loss;
- the cause of death or Covered Loss;
- the name and address of any Hospital where treatment was received, including all attending Physicians; and
- documentation of your financial records, upon request and where appropriate, including but not limited to, Earnings and income tax returns.

If the Proof of Loss is not complete, we may require you to submit additional information.

***Step 4 - Continuing Proof of Loss***

At our request, the Insured must provide continuing Proof of Loss during the duration of a claim. We will request continuing Proof of Loss as often as it is reasonably necessary to do so. It must be sent to us within 45 days from the date of our request.

Failure to provide continuing Proof of Loss within this time period may delay benefit payments until we receive the required proof.

After you or your authorized representative have satisfied the requirements of this provision, we will process and evaluate the information to determine if a claim is payable. We will notify you or your authorized representative of a claim decision and issue payment for a Payable Claim in accordance with the Payment of Benefits provision.

**Authorization for Release of Information**

We may require Written authorization from an Insured or an authorized representative to allow us to obtain necessary medical and non-medical information needed for Proof of Loss and Continuing Proof of Loss. Failure to provide us with Written authorization may result in the denial of a claim if the Insured or the authorized representative does not send proof to us and we are not able to obtain the proof required to make a claim decision.

**Right to Exam, Test, or Interview**

We may require the Insured to be examined or tested by one or more Physicians, other medical practitioners, or vocational experts of our choice. We may also require the Insured to be interviewed by an authorized representative of ours.

We have the right to interview the Insured and to have the Insured examined or tested as often as is reasonably necessary. Any examination, test, or interview that we require will be at our expense. If the Insured fails to attend or fully participate, we will not pay benefits or we will stop sending benefits under this certificate.

**Autopsy**

We will have the right to request an Autopsy where it is allowed by law.

**Payment of Benefits**

All benefits will be paid to you, unless otherwise noted or unless we receive Written authorization to pay them elsewhere. This is an assignment of benefits, refer to the Assignment provision in the General Provisions section of this certificate.

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

In the event of your Spouse's death, should your Spouse have survived you and continued coverage, any unpaid benefits for your Spouse, will be paid to your surviving Spouse's beneficiary in accordance with the Beneficiary Designation and Change provision.

**Beneficiary Designation and Change**

When a person becomes insured under this certificate, you are responsible for designating a primary and, if applicable, a contingent beneficiary in Writing for any benefits due in the event of the Insured's death. It is important to list the full name of each beneficiary and that all beneficiary designations are kept current and provided to the Employer. A beneficiary designation form may be available from the Employer.

You are the beneficiary for any Insured under this certificate while you are still living unless there is a valid change in beneficiary designation by an Insured. If you wish to change your beneficiary designation, you may do so by sending the Employer a completed, dated, and signed beneficiary designation change form. However, if you designated an irrevocable beneficiary, such beneficiary designation cannot be changed without the consent of the irrevocable beneficiary. Changes in beneficiary designations will take effect on the date notice of the beneficiary designation is signed by you.

Payment of Benefits will be administered based upon the currently available beneficiary designation on file with the Employer. If we have taken any action or made any payment before receiving notice of a beneficiary designation, that beneficiary designation will not go into effect for those actions taken or payments made.

## Claim Provisions

If more than one beneficiary is named and the order or share of payments is not designated, the beneficiaries will share equally. The share of a beneficiary who dies before you, the share of a beneficiary who is legally unable to receive benefits, or the share of benefits that are unallocated will pass to any surviving beneficiaries in proportion to their current allocations. The aggregated shares of benefits in excess of 100% will be deducted from surviving beneficiaries in proportion to their current allocations. If you, or a party legally acting on your behalf, has made an administrative error in completing the beneficiary designation form, we may, in our discretion, and when possible to do so, interpret the designation in a reasonable way to enable us to pay the benefits promptly.

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

- you;
- your Spouse;
- your natural offspring and legally adopted Children in equal shares;
- your mother or father, or if paying both, in equal shares; or
- your sisters and brothers in equal shares.

Instead of making a payment to a surviving family member, we have the right to pay any benefits due to your estate. If there are no surviving family members, or if we are unable to determine the appropriate beneficiary(ies), any benefits due will be paid to your estate. If there is no estate, benefits will be paid as required by law.

Also, at our option, we may pay up to \$500 to the person or persons who, in our opinion, have incurred expenses for an Insured's last Sickness and death. Any such payment will reduce the Life or AD&D Benefit Amount payable by us.

### Methods of Payment

A Retained Asset Account will be made available to you or your beneficiary if an Insured's Life or Accidental Death or Dismemberment claim is at least \$10,000.

If the Life or Accidental Death or Dismemberment claim is less than \$10,000, we will pay it in one lump sum to you or your beneficiary.

Upon Written request, other payment options may be available to you or your beneficiary.

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

If an Insured or an Insured's beneficiary is a minor or is incompetent, we can pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of the Insured, the minor, or the Insured's beneficiary unless or until that Insured, the minor, or the Insured's beneficiary's appointed legal representative makes a formal claim. If we pay benefits to such person or institution, we will not have to pay those benefits again. Any such payment will reduce the Life or AD&D Benefit Amount payable by us.

### Overpayment of Claims

We have the right to recover any overpayments due to:

- fraud;
- misstatement of information; or
- any error we make in processing a claim.

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

We will not recover more money than the amount we paid you and the request for reimbursement cannot be made more than twenty-four (24) months after payment is made. The only exceptions to these 24-months are when payment was made because of fraud committed by the claimant or health care provider, or if the claimant or health care provider has otherwise agreed to make a refund to the insurer for overpayment of a claim.

### Legal Actions

If you or your authorized representative disagree with our decision, you or your authorized representative can start Legal Action regarding your claim 60 days after Proof of Loss has

## **Claim Provisions**

been given to us and up to three years from the latest of when:

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

unless applicable law requires us to afford a longer period within which to bring Legal Action.

<b>When Days Begin and End</b>	For the purpose of all dates under this certificate, all days begin at 12:01 a.m. and end at 12:00 midnight.
<b>Certificate of Coverage</b>	<p>We will provide the Employer with a certificate for distribution to each insured Employee. The certificate describes:</p> <ul style="list-style-type: none"> <li>- the coverage to which an Insured may be entitled;</li> <li>- to whom we will make a payment; and</li> <li>- the limitations, exclusions, and requirements that apply to an Insured's coverage.</li> </ul> <p>If the provisions of this certificate conflict with the provisions of the policy, the provisions of the policy will govern.</p>
<b>Certificate of Coverage Contents</b>	<p>Coverage for an Insured is provided under the provisions of this certificate. The provisions of this certificate are made part of the policy issued to the Policyholder.</p> <p>The policy consists of all provisions of the policy, the provisions of this certificate, the Policyholder's application, and all related schedules, riders, amendments, and endorsements.</p>
<b>Cancellation or Modification to the Policy and this Certificate of Coverage</b>	The policy and this certificate may be cancelled or modified by the Employer at any time without the Insured's consent. Any cancellation or modification to the policy or certificate requested by the Employer will take effect on the date agreed upon by us and the Employer.
<b>Policy Change Authority</b>	No other person, including a broker or agent, may change or waive any part of this policy. This Policyholder and Unum may mutually agree to change this policy at any time without the Insured's consent. No change to this policy will be effective unless signed by an officer of our company and endorsed on or attached to this policy.
<b>Representation in Applications</b>	Any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application in Writing from you.
<b>Assignment</b>	<p>An Assignment transfers all or part of your legal title and rights under the policy and this certificate to someone else, known as an "assignee." We will recognize your assignee(s) as owners of the rights you transferred under the policy and this certificate if:</p> <ul style="list-style-type: none"> <li>- the Written form has been signed by you and the assignee and the Assignment in its Written form is acceptable to us; and</li> <li>- in our discretion, we may reject and have no obligation under an Assignment unless a signed or certified copy of the Written Assignment has been received and recorded by us prior to the loss.</li> </ul> <p>An Assignment will take effect on the date you sign the Assignment. However, if we have taken any action or made any payment before we receive a notice of the Assignment, that Assignment will not go into effect for those actions taken or payments made prior to our receipt of the notice of Assignment. Unless stated otherwise in, or allowed by the Assignment, the assignment does not change a beneficiary designation.</p> <p>You are responsible for assuring the validity of any assignment. Please verify with your own legal counsel that your Assignment meets the legal requirements in your state.</p>
<b>Contestability</b>	<p>We will take legal or other action, if appropriate to do so, to cancel, to deny, or limit coverage or benefits based on statements made in signed applications for coverage, including Evidence of Insurability forms, only when a death or Covered Loss occurs during the first two years after an Insured's Coverage Effective Date. However, in the event of non-payment of premium, we can take legal or other action at any time as permitted by applicable law.</p> <p>To confirm the accuracy of an Insured's signed application, we may require additional information, including but not limited to completion of a medical treatment form and</p>

medical records.

**Misstatement  
of Information**

If we receive information about an Insured that is incorrect, we will:

- review the information to decide whether the Insured has coverage and in what amounts; and
- if necessary, make the applicable premium adjustments.

**Fraud**

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

It is a crime to defraud or attempt to defraud us into issuing coverage or paying benefits that we would otherwise not have issued or paid. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

Fraudulent and deceptive actions may result in denial of a claim, and may be subject to prosecution and punishment under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

**Agency**

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

**Workers'  
Compensation or  
State Disability  
Insurance**

This certificate does not provide coverage under any workers' compensation or state disability insurance law.

**Communicating  
with you or your  
Employer**

We may communicate verbally or in Writing with you or your Employer.

**Privacy and Data  
Protection**

We will abide by all applicable privacy and data protection laws and regulations.

**Discretionary  
Acts**

The Plan grants to itself the discretionary authority to make all benefit determinations under the Plan.

The Plan, acting through the Plan Administrator, delegates to Unum Life Insurance Company of America ("Unum") and its parents and affiliates the discretionary authority to make all benefit determinations pursuant to Plan documents, which include insurance policies and other documents evidencing funding for benefits provided under the Plan. Unum may act directly or through its parents, employees and agents, or further delegate its authority through contracts, letters or other documentation or procedures to other affiliates or entities. Benefit determinations include determining eligibility for benefits and the amount of any benefits, resolving factual disputes, and interpreting and applying Plan terms and conditions. Exercising discretionary authority requires that a benefit determination must be made on a principled and reasoned basis, consistent with a reasonable interpretation of the terms of the Plan or insurance policy and supported by the facts and circumstances of each claim.

**Accident(s)**

An External and Unexpected force, event or means acted upon the Insured that was the sole, actual, and direct cause of the Insured's bodily Injury or death.

Neither the occurrence of that force, event, or means, nor the Insured's bodily Injury or death were contributed by sickness, disease, bodily infirmity or disorder, allergy, abnormal physical condition, or any other event, means or cause whatsoever.

For purposes of this definition:

**External** means a force, event or means originating from outside the body.

**Unexpected** means a reasonable person would believe it highly unlikely that the force, event or means would have occurred and, if had occurred, would have resulted in bodily Injury or death.

**Activities of Daily Living**

A person is considered unable to perform an Activity of Daily Living if the activity cannot be performed safely without Substantial Assistance. Activities of Daily Living include the following:

Bathing	The ability to wash oneself either in the tub, 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, including fastening or unfastening them.
Toileting	The ability to get to and from and on and off the toilet and to maintain a reasonable level of personal hygiene.
Transferring	The ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches, grab bars, or other support devices including mechanical or motorized devices.
Continence	The ability to either voluntarily control bowel and bladder function; or if incontinent, be able to maintain a reasonable level of personal hygiene.
Eating	The ability to get nourishment into your body by any means once it has been prepared and made available to you.

**Children or Child**

Any Child from live birth to the end of the month in which they reach age 26 who is:

- your own natural offspring;
- your Spouse's Child;
- your lawfully adopted Child as of the earliest of the date:
  - the Child is placed in your home or in a medical facility;
  - a petition is filed for you to adopt the Child; or
  - an adoption agreement signed by you that includes your binding obligation to assume financial responsibility for the Child;
- a foster Child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction;
- grandchildren, nieces, and nephews living with you in a regular parent-child relationship that are dependent on you for primary financial support; or
- any other Child residing with you through legal mandate that is dependent on you for primary financial support.

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

You must submit proof of the Child's incapacity and dependency to us within 31 days of the Child's 26th birthday or we will accept proof within 31 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children can be insured as both a Child and an Employee.

Your Children can be insured by more than one Employee.

<b>Common Carrier</b>	Commercial transportation including airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities.
<b>Confined or Confinement</b>	Assignment to a bed as a resident inpatient in a medical or treatment facility on the advice of a Physician.
<b>Covered Loss</b>	Accidental Deaths, Accidental Dismemberments and Loss of Use, or other Injuries due to Accidents as outlined in the Accidental Death and Dismemberment Schedule of Benefits.
<b>Earnings</b>	<p>The annual income from your Employer in effect just prior to the date of death, Covered Loss, or disability. It is figured as the base earnings in effect at the most recent open enrollment just prior to your date of termination.</p> <p>It does not include income received from:</p> <ul style="list-style-type: none"> <li>- commissions;</li> <li>- bonuses;</li> <li>- overtime pay;</li> <li>- shift differential;</li> <li>- any other extra compensation; or</li> <li>- sources other than your Employer.</li> </ul> <p>For purposes of calculating benefits payable to you, Earnings means your actual earnings as defined above, as of the date your Employer most recently reported your earnings to us as of the date last worked.</p>
<b>Employer</b>	The Policyholder, including all covered United States divisions, subsidiaries, affiliated companies, and entities of the named Policyholder for whom premium is being paid.
<b>Evidence of Insurability</b>	A process used by us to determine an Insured's qualification for the coverage requested. It may include a statement of the Insured's medical history, medical provider records, as well as physical examinations and information from consumer reporting agencies. Evidence of Insurability will be at our expense.
<b>Hospital</b>	An accredited facility licensed to provide medical care and treatment.
<b>Hospice</b>	A program designed to provide palliative care and emotional support to the terminally ill in a home or homelike setting, or a facility so that quality of life is maintained.
<b>Injury or Injuries</b>	Any damage or harm to the body that is the direct result of an Accident and not related to any other cause. Disability must begin while you are covered under the policy.
<b>Insured</b>	Any person who has coverage under the policy.
<b>Intoxicated</b>	The Insured's blood alcohol level equals or exceeds the legal limit for operating a motor vehicle in the state where the Accident occurred.
<b>Mental or Nervous Disorders</b>	A psychiatric or psychological condition classified in the most recent <i>Diagnostic and Statistical Manual of Mental Health Disorders (DSM)</i> published by the American Psychiatric Association (APA), as of the date of Covered Loss. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the APA as of the date of the Covered Loss. If the APA no longer publishes a diagnostic manual or the APA ceases to exist, we will use a comparable diagnostic manual.
<b>Occupational Injury</b>	An Injury that was caused by or aggravated by any employment for pay or profit or otherwise occurring within the course of employment.
<b>Payable Claim</b>	A claim for which we are liable under the provisions of the policy.



<b>Physician</b>	<p>A person performing tasks that are within the limits of their medical license and is also:</p> <ul style="list-style-type: none"> <li>- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction;</li> <li>- licensed to practice medicine, prescribe and administer drugs, or to perform surgery; or</li> <li>- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.</li> </ul> <p>We will not recognize you, your Spouse, children, parents, siblings, a past or present business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us.</p>
<b>Plan</b>	<p>Your Employer's Life and Accidental Death and Dismemberment Welfare Benefit Plan under ERISA which includes this certificate, your Employer's Group Life and Accidental Death and Dismemberment Insurance Policy, and other benefit plan documents consistent with this Plan.</p>
<b>Policyholder</b>	<p>The entity to which the policy is issued.</p>
<b>Private Passenger Car</b>	<p>A validly registered four-wheel automobile that is used only as a private passenger vehicle including Employer-owned automobiles used as private passenger vehicles.</p>
<b>Retained Asset Account</b>	<p>An interest-bearing account established through an intermediary bank in the name of you or your beneficiary, as owner.</p>
<b>Retiree</b>	<p>A person, also referred to as "you", who was in active employment in the United States just prior to their date of retirement. References to "Employee" throughout this certificate will read "Retiree" as it applies.</p>
<b>Sickness</b>	<p>An illness or disease. Disability must begin while you are covered under the policy.</p>
<b>Spouse</b>	<p>The sole person who is your partner through lawful marriage, civil union, domestic partnership (established by a declaration acceptable to us), or your legally separated Spouse.</p> <p>Your Spouse may be insured as both a Spouse and an Employee.</p>
<b>Substantial Assistance</b>	<p>Physical, stand-by or verbal cueing assistance from another person, or adaptive devices which are required for the Insured to perform Activities of Daily Living.</p>
<b>Unum Life Insurance Company of America</b>	<p>Referred to as "Unum" and "we," "us," and "our."</p>
<b>Writing or Written</b>	<p>A record on or transmitted by paper, electronic, or telephonic means consistent with applicable law.</p>

**IMPORTANT INFORMATION REGARDING  
THE ACCELERATED DEATH BENEFIT**

This certificate provides life insurance coverage, with an Accelerated Death Benefit option. The Accelerated Death Benefit is an accelerated payment of the Death Benefit as a result of a Terminal Illness which reduces life expectancy by the timeframe outlined in the Accelerated Death Benefit provision of this certificate.

The Accelerated Death Benefit is NOT long-term care insurance.

Accelerated Death Benefit payments may be taxable. We suggest you seek advice from a personal tax advisor.

Receipt of the Accelerated Death Benefit may affect eligibility for Medicaid or other government programs.

The Life Benefit Amount will be reduced by the Accelerated Death Benefit payment.

Following is an example of an Accelerated Death Benefit amount and the effect of an Accelerated Death Benefit payment on the remaining amount of life insurance coverage.

\$75,000	Life Benefit Amount
\$37,500	Accelerated Death Benefit amount (an Accelerated Death Benefit payment of 50% of the Life Benefit Amount).
\$37,500	The amount of life insurance coverage remaining after payment of the Accelerated Death Benefit. (This is what will be paid to the beneficiary upon death).

There may be up to a 5% adjustment to the manual rates for this Accelerated Death Benefit.

If your policy includes Waiver of Premium and you qualify for Waiver of Premium, your life insurance coverage may be continued without further premium payments according to the terms of the policy.

## GROUP LIFE

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

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

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

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

Si usted tiene alguna queja acerca de su seguro puede comunicarse con nosotros a través del número 1-800-321-3889, o al departamento de seguros de su estado de residencia. Puede encontrar enlaces a los sitios web de los departamentos de seguros de cada estado en [www.naic.org](http://www.naic.org).

If you had group life coverage in place with your employer through another carrier when your employer changed carriers to Unum, your prior coverage may be continued under the Unum plan to the extent the laws of your resident state require such right to continue.

The state of **Montana** requires us to notify you that the provisions in the Policy, including those in the Certificate of Coverage, conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Insured resides on or after the Policy Effective Date.

The state of **Vermont** requires us to notify you that if there is a conflict between the laws of the state where the policy is issued and the laws of Vermont, the laws of Vermont will control.

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

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#### For residents of Alaska:

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

##### *Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise your Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

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

##### **Methods of Payment**

A retained Asset Account will be made available to you or your beneficiary if an Insured's Life or Accidental Death or Dismemberment claim is at least \$10,000.

If the Life or Accidental Death or Dismemberment claim is less than \$10,000 we will pay it in one lump sum to you or your beneficiary.

You or your beneficiary may request an Insured's Life or Accidental Death or Dismemberment claim be paid in one lump sum regardless of the claim amount.

Upon Written request, other payment options may be available to you or your beneficiary.

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

Any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in a Written application signed by you, and a copy of the signed application has been provided to you, your beneficiary, or your authorized representative.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

#### **For residents of Arkansas:**

The **Conversion** provision for Right to Convert in the **Life Details - Other Features** section of the certificate is amended to include the following additional Qualifying Events for your Spouse and your Children:

In addition, your Spouse may convert their life insurance coverage if it ends:

- due to your death; or
- because your Spouse no longer meets the definition of a Spouse.

In addition, your Children may convert their life insurance coverage if it ends:

- due to your death; or
- because your Children no longer meet the definition of Children.

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

##### *Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise an Insured's Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

#### **For residents of Florida:**

The **Conversion** provision for *Right to Convert* in the **Life Details - Other Features** section of the certificate is amended to include the following additional Qualifying Events for your Spouse and your Children:

In addition, your Spouse may convert their life insurance coverage if it ends:

- due to your death; or
- because your Spouse no longer meets the definition of a Spouse.

In addition, your Children may convert their life insurance coverage if it ends:

- due to your death; or
- because your Children no longer meet the definition of Children.

The **Overpayment of Claims** provision in the **Claim Provisions** section of the certificate is amended as follows:

We have the right to recover any overpayments due to:

- fraud (including any misrepresentations, omissions, concealment of facts or incorrect statements); or
- any error we make in processing a claim.

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

The **Legal Actions** provision in the **Claim Provisions** section of the certificate is amended as follows:

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

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

unless applicable law requires us to afford a longer period within which to bring Legal Action.

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

Any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application signed by you, and a copy of the signed application has been provided to you, your beneficiary, or your authorized representative.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

The **Misstatement of Information** provision in the **General Provisions** section of the certificate is replaced with a **Misstatement of Age** provision and reads as follows:

If an Insured's age is misstated, we will:

- review the information to decide whether the Insured has coverage and in what amounts; and
- if necessary, make the applicable premium adjustments.

#### **For residents of Idaho:**

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

##### *Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise an Insured's Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

#### **For residents of Louisiana:**

The **Accelerated Benefit** provision for *Proof of Loss* in the **Life Details** section of the certificate is amended to remove the second paragraph which provides that in no event can Proof of Loss be submitted after the expiration of the time limit for commencing Legal Action as stated in the certificate, even if the failure to provide Proof of Loss is due to a lack of legal capacity or if state law provides an exception to the one year time period.

The **Filing a Claim** provision for *Step 3 - Proof of Loss* in the **Claim Provisions** section of the certificate is amended to remove the second paragraph which provides that in no event can Proof of Loss be submitted after the expiration of the time limit for commencing Legal Action as stated in the certificate, even if the failure to provide Proof of Loss is due to a lack of legal capacity or if state law provides an exception to the one year time period.

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

In the absence of fraud, any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

The **Misstatement of Information** provision in the **General Provisions** section of the certificate is replaced with a **Misstatement of Age** provision and reads as follows:

If an Insured's age is misstated, we will:

- review the information to decide whether the Insured has coverage and in what amounts; and
- if necessary, make the applicable premium adjustments.

If the certificate includes a definition of **Children or Child** that encompasses continuing coverage for a Child if they are full-time students at an accredited post-secondary institution of higher learning for full-time student beyond the 12th grade level, the maximum age for eligibility for a Child who is not a full-time student is age 21.

#### **For residents of Maine:**

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

##### *Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise an Insured's Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

#### **For residents of Minnesota:**

The **Conversion** provision for *Right to Convert* in the **Life Details - Other Features** section of the certificate is amended to include the following additional Qualifying Events for your Spouse and your Children:

In addition, your Spouse may convert their life insurance coverage if it ends:

- due to your death; or
- because your Spouse no longer meets the definition of a Spouse.

In addition, your Children may convert their life insurance coverage if it ends:

- due to your death; or
- because your Children no longer meet the definition of Children.

The **Conversion** provision for *Life Insurance Coverage that can be Converted* in the **Life Details - Other Features** section of the certificate is amended to remove reference to the Limits on Right to Convert.

The **Conversion** provision for *Limits on Right to Convert* in the **Life Details - Other Features** section of the certificate is removed.

A **Life Insurance Continuation Rights** provision is added to the **End of Coverage** section of the certificate for you, and if applicable your Spouse and Children who have life insurance coverage under the policy, as follows:

If you are an employee who is a resident of the state of Minnesota, you have the right to continue life insurance coverage for yourself, your Spouse, and your Children if life insurance coverage ends because you have:

- voluntarily or involuntarily terminated employment; or
- been Laid Off.

For purposes of this provision, Laid Off means you are working less than the minimum number of hours defined by your Eligible Group in this certificate.

Life insurance coverage cannot be continued if:

- you end employment because of gross misconduct; or
- the Employer's group policy is cancelled.

*Notification of Continuation of Life Insurance Coverage*

The Employer must inform you in Writing, within 14 days from the date of your termination of employment or within 14 days from the date you were Laid Off of:

- your right to continue life insurance coverage;
- the monthly premium amount, which cannot exceed 102% of the cost under the Employer's group life insurance policy, that you must send to the Employer;
- the manner in which and the office of the Employer to which payment is to be made or sent; and
- the time the payments are due to the Employer.

The Employer must send you notice by first class mail to your last known address which you have provided to the Employer. If the Employer fails to notify you and your insurance stops, the Employer will be liable to pay the life insurance benefit Unum would have paid had your, your Spouse, or your Children's life insurance coverage remained in force.

*Death During the 60 Day Election Period*

If you, your Spouse, or your Children die during the 60 day election period and before you elect to keep life insurance coverage in force under this provision, you will have been considered to have elected to continue life insurance coverage under this provision. A death benefit will be payable for you or your covered Spouse, or your covered Children, to you or your beneficiary equal to the amount of life insurance coverage that could have been continued less any unpaid premium owed as of the date of death.

*End of Continuation of Life Insurance Coverage*

Life insurance coverage will end on the earliest of:

- 18 months from:
  - the date of your terminated employment; or
  - the date you were Laid off;
- the date you obtain life insurance under another group policy; or
- the date the Employer's group policy is cancelled.

When life insurance coverage ends on one of the dates above, you, your Spouse, and your Children may convert your life insurance coverage in accordance with the Conversion provision of this certificate.

**For residents of Missouri:**

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

*Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise an Insured's Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

In the **Exclusions** provision of the **Accidental Death and Dismemberment Details | Exclusions** section, the bacterial infection exclusion has been amended to also state that the bacterial infection exclusion does not exclude those "due to the accidental ingestion of contaminated substances".

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium". In addition to non-payment of premium, if your coverage includes Accidental Death and/or Waiver of Premium and/or total disability benefit claims, each of those also replaces the reference to "fraud."

#### **For residents of Montana**

The **Conversion** provision for *Right to Convert* in the **Life Details - Other Features** section of the certificate is amended to include the following additional Qualifying Events for your Spouse and your Children:

In addition, your Spouse may convert their life insurance coverage if it ends:

- due to your death; or
- because your Spouse no longer meets the definition of a Spouse.

In addition, your Children may convert their life insurance coverage if it ends:

- due to your death; or
- because your Children no longer meet the definition of Children.

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

##### *Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise an Insured's Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

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

Any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application signed by you, and a copy of the signed application has been provided to you, your beneficiary, or your authorized representative.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

#### **For residents of New Hampshire:**

The **Conversion** provision for *Limits on Right to Convert* in the **Life Details - Other Features** section of the certificate is amended to include the following:

Your Employer must notify you in Writing of your right to convert all or part of an Insured's life insurance coverage within 15 days after the group policy is cancelled or the policy is changed to end life insurance for the Eligible Group to which you belong.

If your Employer does not provide Written notice to you within those 15 days, the time allowed for you to exercise an Insured's right to convert will be extended for 15 days from the date you are notified.



The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

If your certificate includes coverage for your Child to be continued past the age limit for Child coverage that would otherwise apply, the language specific to this coverage in the **Children or Child** definition in the **Glossary** section of the certificate is replaced as follows:

Coverage for your Child may be continued past the age limit for Child coverage that would otherwise apply if your Child is incapable of self-sustaining employment due to intellectual or physical incapacity prior to reaching the age limit for Child coverage that would otherwise apply and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 31 days of the Child's birthday when the Child reaches the age limit for Child coverage that would otherwise apply or we will accept proof within 31 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since the age limit for Child coverage that would otherwise apply. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

#### **For residents of North Carolina:**

The **Accelerated Benefit** provision for *Proof of Loss* in the **Life Details** section of the certificate is amended to read that Proof of Loss must be sent to us no later than 180 days after the date the claim is filed for an Accelerated Death Benefit.

The **Exclusions** provision in the **Accidental Death and Dismemberment Details | Exclusions** section for the "war or any act of war, whether declared or undeclared." exclusion is amended to include the statement: This exclusion will not apply if the Insured is a known service member at the time of enrollment.

The **Filing a Claim** provision for Step 3 - Proof of Loss in the **Claim Provisions** section of the certificate is amended to read that Proof of Loss must be sent to us no later than 180 days after the date of death or Covered Loss.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

#### **For residents of Ohio:**

The **Accelerated Death Benefit** provision for *Starting a Claim* under *Applying for an Accelerated Death Benefit* in the **Life Details** section of the certificate is amended to include the following:

After receiving notice of a claim, we will send a claim form to you or your authorized representative within 15 days from the date we receive the notice of a claim.

If you or your authorized representative do not receive a claim form from us within 15 days after we receive notice of a claim, a Written statement from you or your authorized representative providing the proof required under Proof of Loss will be deemed Proof of Loss.

The **Accelerated Death Benefit** provision for *Proof of Loss* in the **Life Details** section of the certificate is amended as follows:

Proof of Loss must be sent to us as soon as reasonably possible.

Proof of loss provided at your or your authorized representative's expense, must include, but not be limited to the following:

- satisfactory Written proof from the Insured's Physician certifying that the Insured is Terminally Ill; and
- the appropriate documentation of your Earnings.

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

The **Conversion** provision for *Right to Convert* in the **Life Details - Other Features** section of the certificate is amended to include the following additional Qualifying Events for your Spouse and your Children:

In addition, your Spouse may convert their life insurance coverage if it ends:

- due to your death; or
- because your Spouse no longer meets the definition of a Spouse.

In addition, your Children may convert their life insurance coverage if it ends:

- due to your death; or
- because your Children no longer meet the definition of Children.

A *Notice of Right to Convert* has been added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

*Notice of Right to Convert*

Your Employer must provide notification of the Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not provide notification within those 15 days, the time allowed to exercise an Insured's Right to Convert will be extended for 15 days from the date notification is given.

In no event will the time allowed to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Conversion** provision for *Life Insurance Coverage that can be Converted* in the **Life Details - Other Features** section of the certificate is amended to make Conversion available for coverage which is being continued under another provision or rider.

The **Filing a Claim** provision for *Step 3 - Proof of Loss* in the **Claim Provisions** section of the certificate is amended as follows:

Proof of Loss should be sent to us within 90 days after the date of death or Covered Loss or as soon as reasonably possible.

Proof of Loss, provided at your expense, must establish the nature and extent of the disability, and include, but not be limited to the following:

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

If the Proof of Loss is not complete, we may require you to submit additional information.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended to include the following statement:

Benefits for which we are liable will be paid immediately, or within two months after we receive Written Proof of Loss.

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

Any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

A **Complaint Process** provision has been added in the **General Provisions** section of the certificate as follows:

If we receive notice of a complaint by telephone call, we will respond with a return telephone call within 24 hours and send written correspondence to the complainant within 10 business days from receipt of the phone call. Upon written receipt of a complaint, we will respond in writing to the complainant within 10 business days from receipt of the complaint.

Unum Life Insurance Company of America  
Attn: Customer Relations  
2211 Congress Street  
Portland, ME 04122  
800-321-3889 #2  
e-mail: [custrel@unum.com](mailto:custrel@unum.com)

In our written response, we address all issues stated in the complaint and include any necessary attachments such as a copy of the policy, a copy of the claim file, copies of all correspondence and any other pertinent documentation.

You also have the right to file a complaint with the Ohio Department of Insurance, Consumer Services Division, 50 West Town Street, Third Floor-Suite 300, Columbus, Ohio 43215, (614) 644-2673, toll free in Ohio 1-800-686-1526. Complaints may also be filed via the internet at <http://insurance.ohio.gov>.

The **Children or Child** definition in the **Glossary** section of the certificate always includes coverage for adopted Children.

The following notice appears in the **State Requirements** section of the certificate as follows:

Holders of Certificates issued, delivered, or used in Ohio are entitled to all the protections afforded them under Ohio law, including without limitation, Title XXXIX of the Ohio Revised Code.

If you are an Ohio resident insured under a group policy issued to an employer outside of Ohio, the following provision on the face page of your certificate is removed: "If the provisions of this certificate conflict with the provisions of the policy, the provisions of the policy will govern."

#### **For residents of Oregon:**

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

#### **For residents of South Carolina:**

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

##### *Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise an Insured's Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

#### **For residents of Utah:**

*Proof of Loss* in the **Accelerated Death Benefit** provision in the **Life Details** section of the certificate has been amended to read:

Proof of Loss must be sent to us no later than 90 days after the date the claim is filed for an Accelerated Death Benefit. If it is not reasonably possible to provide Proof of Loss within this time period, it will not affect a Payable Claim if it is provided as soon as reasonably possible.

Proof of loss provided at your or your authorized representative's expense, must include, but not be limited to the following:

- satisfactory Written proof from the Insured's Physician certifying that the Insured is Terminally Ill; and
- the appropriate documentation of your financial records, including but not limited to, Earnings and income tax returns.

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

The **Conversion** provision *Right to Convert* in the **Life Details - Other Features** section of the certificate has been amended to read as follows for your Spouse and your Children:

In addition, your Spouse may convert their life insurance coverage if it ends:

- due to your death; or
- because your Spouse no longer meets the definition of a Spouse.

In addition, your Children may convert their life insurance coverage if it ends:

- due to your death; or
- because your Children no longer meet the definition of Children.

The **Exclusions** provision of the **Accidental Death and Dismemberment Details | Exclusions** section for the "committing or attempting to commit a felony" exclusion is changed to read as follows:

- voluntary commission of or attempting to commit a felony;

The **Exclusions** provision of the **Accidental Death and Dismemberment Details | Exclusions** section for the "being engaged in an illegal occupation" exclusion is changed to read as follows:

- voluntarily engaged in an illegal occupation;

The **Exclusions** provision of the **Accidental Death and Dismemberment Details | Exclusions** section for the "being engaged in an illegal activity" exclusion is changed to read as follows:

- voluntarily engaged in an illegal activity;

The **Exclusions** provision of the **Accidental Death and Dismemberment Details | Exclusions** section for the "being intoxicated" exclusion is changed to read as follows:

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

*Step 3 - Proof of Loss* in the **Filing a Claim** provision in the **Claim Provisions** section of the certificate has been amended to read as follows:

Proof of Loss must be sent to us no later than 90 days after the date of death or Covered Loss. If it is not reasonably possible to provide Proof of Loss within this time period, it will not affect a Payable Claim if it is provided as soon as reasonably possible.

Proof of Loss, provided at your or your authorized representative's expense, must include, but not be limited to the following:

- a certified copy of the death certificate or other lawful evidence providing equivalent information;

- the date of Covered Loss;
- the cause of death or Covered Loss;
- the name and address of any Hospital where treatment was received, including all attending Physicians; and
- documentation of your financial records, upon request and where appropriate, including but not limited to, Earnings and income tax returns.

If the Proof of Loss is not complete, we may require you to submit additional information.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

The **Children** or **Child** definition in the **Glossary** section of the certificate is changed as follows:

Child coverage starts from the moment of birth and ends on the last day of the month in which they are no longer a Child.

Coverage for an adopted child starts from the moment of birth if placement for adoption occurs within 30 days of the Child's birth; or the date of placement if placement for adoption occurs 30 days or more after the Child's birth.

Coverage is provided for any other Child for whom you are required to provide coverage for by court or administrative order.

Coverage for a Child may continue past the last day of the month in which they are no longer a Child if that Child is incapable of self-sustaining employment due to a medically determinable physical or mental impairment. Proof of the Child's medically determinable physical or mental impairment and dependency must be provided within the time limit described in the Child definition of the certificate

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

#### **For residents of Vermont:**

The **Conversion** provision for *Right to Convert* in the **Life Details - Other Features** section of the certificate is amended to include the following additional Qualifying Events for your Spouse and your Children:

In addition, your Spouse may convert their life insurance coverage if it ends:

- due to your death; or
- because your Spouse no longer meets the definition of a Spouse.

In addition, your Children may convert their life insurance coverage if it ends:

- due to your death; or
- because your Children no longer meet the definition of Children.

A *Notice of Right to Convert* has been added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

#### *Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise an Insured's Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Brain Damage Benefit** provision in the **Accidental Death and Dismemberment Details** section of the certificate is amended to reflect that the occurrence of Brain Damage must be within 365 days from the date of the Injury.

The **Burn Benefit** provision in the **Accidental Death and Dismemberment Details** section of the certificate is amended to reflect that the Physician must diagnose a Burn within 365 days of the Accident.

The **Coma Benefit** provision in the **Accidental Death and Dismemberment Details** section of the certificate is amended to reflect that the Coma must begin within 365 from the date of the Accident.

In addition, the definition of Coma has been amended as follows:

For purposes of this benefit, Coma means a medical coma as certified by a licensed neurologist. A medically induced Coma does not meet the Benefit Description of a Coma.

The **Family Care Benefit** provision in the **Accidental Death and Dismemberment Details** section of the certificate is amended to reflect that expenses must be incurred within 365 days after your or your Spouse's death for your Relative's Family Care.

The **Home Alterations and Vehicle Modifications Benefit** provision in the **Accidental Death and Dismemberment Details** section of the certificate is amended to reflect that expenses must be incurred within 365 days from the date of the Covered Loss.

The **Therapeutic Counseling Benefit** provision in the **Accidental Death and Dismemberment Details** section of the certificate is amended to reflect that the occurrence of Therapeutic Counseling must begin within 365 after the date of the Covered Loss.

The **Exclusions** provision of the **Accidental Death and Dismemberment Details | Exclusions** section is amended as follows:

- the "whether sane or not" reference in the suicide exclusion has been removed;
- the "being Intoxicated" exclusion has been removed in its entirety; and
- the "Mental or Nervous Disorders" exclusion has been removed in its entirety.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

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

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

A person who, with intent to defraud or knowing that they are facilitating a fraud against an insurer, submits an application, or files a claim containing a false or deceptive statement, may be proven guilty of fraud or may be found guilty of fraud.

We will pursue all appropriate legal remedies in the event of insurance fraud.

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

An unintended or unforeseen bodily Injury sustained by an Insured, wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition which occurs while coverage is in force under the policy.

The **Children or Child** definition in the **Glossary** section of the certificate always includes coverage for a Child who is incapable of self-sustaining employment due to permanent intellectual or physical incapacity.

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

**For residents of Washington:**

If the provisions of the certificate conflict with the provisions of the policy, the provisions of the certificate will govern.

The definition of **Terminally Ill or Terminal Illness** in the **Accelerated Death Benefit** provision in the **Life Details** section of the certificate, is amended as follows:

For purposes of this benefit, Terminally Ill or Terminal Illness is a medical condition:

- from which an Insured is not expected to recover; and
- which is expected to result in the Insured's death within 24 months

The *Right to Convert* in the **Conversion** provision in the **Life Details - Other Features** section of the certificate has been amended as follows for your Spouse and your Children:

In addition, your Spouse may convert their life insurance coverage if it ends:

- due to your death; or
- because your Spouse no longer meets the definition of a Spouse.

In addition, your Children may convert their life insurance coverage if it ends:

- due to your death; or
- because your Children no longer meet the definition of Children.

A *Notice of Right to Convert* has been added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

*Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise an Insured's Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Brain Damage Benefit** provision in the **Accidental Death and Dismemberment Details** section of the certificate is amended to reflect that Brain Damage means permanent and irreversible physical damage to the brain resulting in cognitive, behavioral, and physical impairments.

The "being Intoxicated" exclusion in the **Exclusions** provision of the **Accidental Death and Dismemberment Details | Exclusions** section has been removed in its entirety.

The last paragraph of the **Beneficiary Designation and Change** provision in the **Claim Provisions** section of the certificate has been amended as follows:

Also, at our option, we may pay the person or persons who, in our opinion, have incurred expenses for an Insured's last Sickness and death, an amount up to the lesser of:

- 10% of the Death Benefit for Life;
- 10% of the Accidental Death Benefit for AD&D; or
- \$1,000.

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

Any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application in Writing from you and a copy of the signed application has been provided to you, your beneficiary, or your authorized representative.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

The **Activities of Daily Living** definition in the **Glossary** section of the certificate is removed in its entirety.

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

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

#### **For residents of West Virginia:**

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

##### *Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise an Insured's Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Conversion** provision for *Limits on Right to Convert* in the **Life Details - Other Features** section of the certificate is amended as follows:

If your insurance ends because the group policy is cancelled or the policy is changed to end life insurance for the Eligible Group to which you belong, the following will apply:

You may convert a limited amount of life insurance coverage for an Insured, if the Insured has been covered under the Employer's group policy with us for at least three (3) years and the Employer's group policy has been in force for at least five (5) years.

The maximum amount you have the right to convert is the lesser of:

- \$10,000; or
- the Insured's life insurance coverage under this certificate less any amounts that become available under any other group life policy offered by the Employer within 31 days after the date the policy is cancelled.

#### **For residents of Wisconsin:**

The **Legal Actions** provision in the **Claim Provisions** section of the certificate is amended as follows:

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

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

unless applicable law requires us to afford a longer period within which to bring Legal Action.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to include nonpayment of premium in the last sentence of the first paragraph as follows:

However, in the event of fraud or non-payment of premiums, we can take legal or other action at any time as permitted by applicable law.

#### **For residents of Wyoming:**

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The **Conversion** provision for Right to Convert in the **Life Details - Other Features** section of the certificate is amended as follows for your Spouse and your Children:

In addition, your Spouse may convert their life insurance coverage if it ends:

- due to your death; or
- because your Spouse no longer meets the definition of a Spouse.

In addition, your Children may convert their life insurance coverage if it ends:

- due to your death; or
- because your Children no longer meet the definition of Children.

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

*Notice of Right to Convert*

Your Employer must notify you of your Right to Convert all or part of an Insured's life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise an Insured's Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise an Insured's Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Conversion** provision for *Limits on Right to Convert* in the **Life Details - Other Features** section of the certificate has been amended to read as follows:

If your insurance ends because the group policy is cancelled or the policy is changed to end life insurance for the Eligible Group to which you belong, the following will apply:

You may convert a limited amount of life insurance coverage for an Insured, if the Insured has been covered under the Employer's group policy with us for at least three (3) years.

The maximum amount you have the right to convert is the lesser of:

- \$10,000; or
- the Insured's life insurance coverage under this certificate less any amounts that become available under any other group life policy offered by the Employer within 31 days after the date the policy is cancelled.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended to include the following statement:

Benefits for which we are liable will be paid within 45 days after we receive Proof of Loss and any additional supporting evidence. Any death benefits will include interest from the date of death up to the date of payment.

The **Beneficiary and Designation Change** provision in the **Claim Provisions** section of the certificate is amended as follows for benefits that are payable to your estate:

To the extent permitted by law, the amount payable to your estate will not be subject to any claims of any creditor or creditor's representative.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

### **Additional 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. Benefit determinations are controlled exclusively by the policy, your certificate of coverage and the information contained in this document.

If there is a conflict between any summary plan description (SPD) provided by your employer and the policy, the terms of the policy will control with the exception that the grant of discretionary authority in the SPD will always control with respect to the interpretation and administration of the policy and all benefit determinations made under the policy.

**Name of Plan:**

ONEOK, Inc. Plan

**Name and Address of Employer:**

ONEOK, Inc.  
100 West 5th Street  
Tulsa, Oklahoma  
74103

**Plan Identification Number:**

- a. Employer IRS Identification #: 73-1520922
- b. Plan #: 531

**Type of Welfare Plan:**

Life and Accidental Death and Dismemberment

**Type of Administration:**

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

**ERISA Plan Year Ends:**

December 31

**Plan Administrator, Name, Address, and Telephone Number:**

ONEOK, Inc.  
100 West 5th Street  
Tulsa, Oklahoma  
74103  
(918) 588-7254

ONEOK, 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:**

ONEOK, Inc. Health Plan  
National Registered Agent, Inc.  
Oklahoma City, Oklahoma  
73128

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 971109 051. Contributions to the Plan are made as stated under Paying for Coverage in the Certificate of Coverage.

This coverage may be provided under a Plan that provides other benefits as well. Contributions to the Plan are made as stated under your certificate of coverage. The contributions made by you and your Employer, if any, for this coverage may be used by the Plan to provide any of the benefits under the Plan. The Employer is ultimately responsible for paying any difference between the total cost of benefits under the Plan and the amounts you and other employees contribute.

### **Employer's Right to Amend the Plan**

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

### **Employer's Right to Request Policy Change**

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

### **Cancellation of the Policy by the Employer**

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

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

### **Cancellation or Modification of the Policy by Us**

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

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

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

## **Claims Procedures**

### **If a claim is based on death, a covered loss, or for the Education Benefit**

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

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

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

## **Appeal Procedures**

### **If an appeal is based on death, a covered loss, or for the Education Benefit**

If you or your authorized representative appeal a denied claim, it must be submitted within 60 days after you receive Unum's notice of denial. You have the right to:

- submit a request for review, in writing, to Unum;
- upon request and free of charge, reasonable access to and copies of, all relevant documents as defined by applicable U.S. Department of Labor regulations; and
- submit written comments, documents, records and other information relating to the claim to Unum.

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

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

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 an inflation adjustable daily penalty until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

Should the plan fail to establish or follow ERISA required disability claims procedures, you may be entitled to pursue legal remedies under section 502(a) of the Act without exhausting your administrative remedies, as more completely set forth in section 503-1(l).

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 disability earnings or 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 grants to itself the discretionary authority to make all benefit determinations under the Plan.

The Plan, acting through the Plan Administrator, delegates to Unum Insurance Company ("Unum") and its parents and affiliates the discretionary authority to make all benefit determinations pursuant to Plan documents, which include insurance policies and other documents evidencing funding for benefits provided under the Plan. Unum may act directly or through its parents, employees and agents, or further delegate its authority through contracts, letters or other documentation or procedures to other affiliates or entities. Benefit determinations include determining eligibility for benefits and the amount of any benefits, resolving factual disputes, and interpreting and applying Plan terms and conditions. Exercising discretionary authority requires that a benefit determination must be made on a principled and reasoned basis, consistent with a reasonable interpretation of the terms of the Plan or insurance policy, and supported by 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 Notice

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

## COLLECTING INFORMATION

We collect NPI about our customers to provide them with insurance products and services, perform underwriting, provide stop loss coverage, and administer claims. The types of NPI we collect for these purposes may include telephone number, address, Social Security number, date of birth, occupation, income, and medical history, including treatment. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations and service providers.

## SHARING INFORMATION

We share the types of NPI described above primarily with people who perform insurance, business and professional services for us, such as helping us perform underwriting, provide stop loss coverage, pay claims, detect fraud, and to provide reinsurance or auditing. We may share NPI with medical providers for insurance and treatment purposes and with insurance support organizations. The organizations may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes, with parties for a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. When legally necessary, we ask your permission before sharing NPI about you. Our practices apply to our former, current and future customers.

We do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. When required by law, we ask your permission before we share NPI for marketing purposes.

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

## SAFEGUARDING INFORMATION

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

## ACCESS TO INFORMATION

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing, providing your full name, address, telephone number and policy number, to the address below. We will reply within 30 business days of receipt. If you request, we will send copies of the NPI to you or make available to you at our office. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

## CORRECTION OF INFORMATION

If you believe the NPI we have about you is incorrect, please write to us and include your full name, address, telephone number and policy number if we have issued a policy, and the reason you believe the NPI is inaccurate. We will reply within 30 business days of receipt. If we agree with you, we will correct the NPI and

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

If we disagree with you, we will tell you we are not going to make the correction and the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct and the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI to be accessible. We will include your statement any time the disputed NPI is reviewed or disclosed. We will also give the statement to insurance support organizations that gave us NPI and to any person designated by you, if we disclosed the disputed NPI to that person in the past two years.

### **COVERAGE DECISIONS**

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI. You may submit a written request for the reason(s) for our decision within 90 business days of our decision. We will reply within 21 business days of receipt with the specific reasons, if not initially furnished, and specific items of information that supported our decision.

### **CONTACTING US**

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

We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, Unum Insurance Company, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident Insurance Company, The Paul Revere Life Insurance Company and Starmount Life Insurance Company.

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[unum.com](http://unum.com)

MK-1883 (06-2020)

**NOTICE OF  
PROTECTION PROVIDED BY  
OKLAHOMA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a **brief summary** of the Oklahoma Life and Health Insurance Guaranty Association (the "Association") and the protection it provides for policyholders. This safety net was created under Oklahoma law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Oklahoma law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 for health benefit plans (see definition below)
  - \$300,000 in disability (income) insurance benefits
  - \$300,000 in long term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except with regard to health benefit plans for which the maximum amount of protection is \$500,000 for each individual.

"Health benefit plan" is defined in 36 O.S. §2024(7) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long term care insurance (LTCI).

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Oklahoma law.

To learn more about the above protections, please visit the Association's website at [www.oklifega.org](http://www.oklifega.org) or contact:

Oklahoma Life & Health Insurance  
Guaranty Association  
201 Robert S. Kerr, Suite 600  
Oklahoma City, OK 73102

Oklahoma Department of Insurance  
400 NE 50th Street  
Oklahoma City, OK 73105  
1-800-522-0071 or (405) 521-2828



**Insurance companies and agents are not allowed by Oklahoma law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO Coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Oklahoma law, then Oklahoma law will control.**

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